

**ADOPTION NOTICE**

The undersigned JACKSON ENERGY COOPERATIVE CORPORATION  
(Name of Utility) System

of P.O. BOX 307, MCKEE, KY. 40447 hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing electricity service at certified territory  
(Nature of Service)

in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by JACKSON COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION  
(Name of Predecessor)

of P.O. BOX 307, MCKEE, KY. 40447, and in effect on the 17th day of June

1997, the date on which the public service business of the said JACKSON COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION  
(Name of Predecessor)

was taken over by it.

This notice is issued on the 19th day of August, 1997, in conformity with 807 KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**AUG 22 1997**

JACKSON ENERGY COOPERATIVE CORPORATION

By, Douglas P. Leary  
Douglas P. Leary  
President & General Manager

**PURSUANT TO 807 KAR 5:011  
Authorized Section 9(1) Order No. \_\_\_\_\_**  
BY: Stephan B. Bell  
SECRETARY OF THE COMMISSION

Jackson Energy Cooperative Corporation

**Schedule 10 - Residential Service**

Availability

Available only to the consumers for residential uses.

Rate

Customer Charge Per Month	\$30.50	I
All kWh	\$.10610	I

Minimum Charges

The minimum monthly charge is the customer charge.

Type of Service

Single-phase, 120/240 volt, 150 KVA or below.

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

Energy Emergency Control Program


This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

Date of Issue: March 13, 2025

Date Effective: Services rendered on or after March 11, 2025

Issued By:   
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2024-00324 dated March 11, 2025.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 3/11/2025</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Schedule 11 – Residential Service – Off Peak Retail Marketing RateAvailability

Available to the consumers eligible for the Schedule 10, Residential Service tariff. The electric power and energy furnished under this tariff shall be separately metered for each point of delivery. Other power and energy sold will be billed under Schedule 10, Residential Service. The current use of this marketing rate is for Electric Thermal Storage units.

Rate

All kWh	\$0.06108	I
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Schedule of Hours

This rate is only applicable for the below listed off-peak hours:

Months

October through April

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

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

May through September

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

Type of Service

Single-phase, 120/240 volt.

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

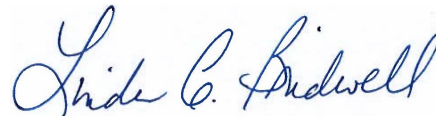
Issued By: \_\_\_\_\_

  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**9/1/2024**

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

JACKSON ENERGY COOPERATIVE

OFF-PEAK ELECTRIC THERMAL STORAGE HEATING CONTRACT

This agreement is made and entered into between Jackson Energy Cooperative, (hereinafter called "Jackson Energy") and \_\_\_\_\_ (hereinafter called "member", whether singular or plural).

**WITNESSETH:**

That in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Member to purchase an electric thermal storage heating unit(s) (hereinafter called ETS unit(s)) from Jackson Energy, or if purchased directly from another party, a unit(s) that is approved by Jackson Energy.
2. Member agrees to pay all costs related to the installation of the ETS system.
3. All wiring modifications shall meet standards set forth by the National Electrical Code and shall be inspected by a certified electrical inspector.
4. Jackson Energy will provide no less than ten (10) hours per day off-peak recharging time for the seven (7) month heating season of October through April.
5. Jackson Energy will also provide an off-peak energy rate that is to be used with ETS. This rate shall be discounted no less than forty percent (40%) below the lowest cost rate block for residential service.
6. All ETS and related equipment is warranted by the manufacturer **for equipment only**. Manufacturer will replace the equipment and parts once it has been determined that there is a manufacturer defect. Jackson Energy warrants the labor for two (2) heating season when the heater is installed.

Items not covered under warranty:

- A. Resetting circuit breakers
- B. Resettibng ETS controls
- C. Cleaning fans and other related ETS equipment
- D. Relocating of ETS unit
- E. Other such items that are considered owner maintenance responsibility

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUN 27 2001

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

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

Off-Peak ETS Heating Contract (continued)

7. The rate discount offered herein may be transferred or assigned to another consumer of Jackson Energy who resides in, rents, leases, or purchases a residence equipped with approved ETS unit(s) providing such consumer abides by the terms of this contract and accompanying tariff. Except that the warranty is non-transferable.
8. Jackson Energy retains the right to periodically inspect ETS unit(s) installations through its employees or representatives.
9. Member has received information as to the percent of the home that ETS heater is expected to provide heat for. The ETS unit(s) may provide all or only a portion of heating requirements. (See below)
10. Discounted rates for ETS energy used is contingent upon modified wiring, equipment, and/or timing devices operating as designed by Jackson Energy employees or representatives. In the event such operation is circumvented by cause other than negligence by authorized installers or defects in material and/or equipment, a forty percent (40%) penalty above the last block of the regular residential rates shall apply to all ETS energy used.

The \_\_\_\_\_ day of \_\_\_\_\_

JACKSON ENERGY COOPERATIVE

\_\_\_\_\_  
REPRESENTATIVE

HEAT LOSS (150%) \_\_\_\_\_

\_\_\_\_\_  
MEMBER

MEMBER NO. \_\_\_\_\_

ETS BTU OUTPUT \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan Bui  
SECRETARY OF THE COMMISSION

JUN 27 2001

Jackson Energy Cooperative Corporation

Schedule 20 – Commercial Service Less Than 50 kW

Availability

Available to commercial loads whose load requirements monthly average over a 12-month period is less than 50KW. Service under this schedule is not available to seasonal customers unless otherwise provided for.

Rate

Customer Charge Per Month	\$40.72	
All kWh	\$0.09839	I

Minimum Charges

The minimum monthly charge is the customer charge.

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

Issued By: Paul Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE**

**9/1/2024**

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

Schedule 22 - Commercial Service – Off Peak Retail Marketing RateAvailability

Available to the consumers eligible for the Schedule 20, Commercial Service Less than 50KW. The electric power and energy furnished under this tariff shall be separately metered for each point of delivery. Other power and energy sold will be billed under Schedule 20, Commercial Service Less than 50KW. The current use of this marketing rate is for Electric Thermal Storage units.

Rate

All kWh

\$0.05903

I

Schedule of Hours

This rate is only applicable for the below listed off-peak hours:

Months

October through April

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

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

May through September

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

Type of Service

Single-phase, 120/240 volt.

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

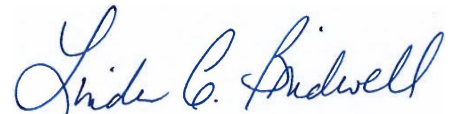
Issued By: \_\_\_\_\_

  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**9/1/2024**

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

Jackson Energy Cooperative Corporation

**Schedule 40 – Large Power Loads 50 kW and Over**

**Availability**

Available to large power loads whose load requirements monthly average over a 12-month period is 50kW and over.

**Rate**

Customer Charge Per Month	\$58.75	
Demand Charge Per Month	\$ 6.80 per kW	
All kWh Per Month	\$0.07538	I

**Determination Billing Demand**

The billing demand shall be the maximum kilowatt load used by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered and adjusted for power factor as provided below.

**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 of the maximum demand to determine if the power factor is less than 90%. Power factor penalty formula will be as follows:

$$\text{Power factor penalty} = \frac{(\text{maximum kW demand} \times 90\% \text{ pf}) - (\text{maximum kW demand}) \times \$/\text{kW}}{\text{actual power factor}}$$

**Special Provisions**

**Primary Service:** If service is furnished at available voltage, a discount of 5% shall apply to the demand and energy charges.

**Minimum Monthly Charge**

The minimum monthly charge is the energy charge.

**Fuel Adjustment Clause**

This tariff is subject to the Fuel Adjustment Clause Rider.

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

Issued By: Paul Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE**

**9/1/2024**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 5.1  
Canceling P.S.C. No. 5  
Original Sheet No. 5.1

SCHEDULE 40  
LARGE POWER LOADS 50 KW AND OVER

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge rider.

DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Wight  
President & CEO

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

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**2/1/2016**

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

Schedule 46 – Large Power Rate - 500 kW and OverAvailability

Available to all consumers whose load requirements monthly average over a 12-month period is 500kW and over.

Rate

Customer Charge Per Month	\$1,754.33	
Demand Charge Per Month	\$7.06 per kW	
All kWh Per Month	\$0.06014	I

Determination 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 peak demand during the current month or preceding eleven months. The peak demand shall be 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

October through April

May through September

Hours Applicable for

Demand Billing – EST

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

5:00 p.m. to 10:00 p.m.

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

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 of the maximum demand to determine if the power factor is less than 90%. Power factor penalty formula will be as follows:

$$\text{Power factor penalty} = \text{max kW} \times \left[ (90\% \text{ pf} / \text{actual power factor}) - 1 \right] \times \$/\text{kW}$$

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

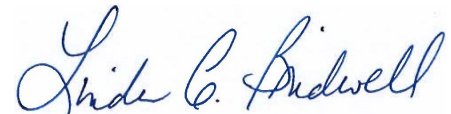
Issued By: \_\_\_\_\_

  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**9/1/2024**

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

Jackson Energy Cooperative Corporation

SCHEDULE 46  
LARGE POWER RATE – 500KW AND OVER

Minimum Monthly Charge

The minimum monthly charge will be the sum of (a), (b) and (c) below:

- (a) The product of the billing demand multiplied by the demand charge, plus
- (b) The product of the billing demand multiplied by 400 hours and the energy charge per kWh, plus
- (c) The customer charge

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Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause rider.

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

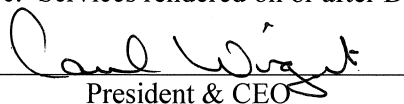
Environmental Surcharge

This tariff is subject to the Environmental Surcharge rider.

Date of Issue: November 26, 2019

Date Effective: Services rendered on or after December 26, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

  
**EFFECTIVE**  
**12/26/2019**

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

Schedule 47 – Large Power Rate – 500 kW and OverAvailability

Available to all consumers whose load requirements monthly average over a 12-month period is 500kW and over.

Rate

Customer Charge Per Month	\$1,754.33	
Demand Charge Per kW of Contract Demand	\$7.06 per kW	
Demand Charge Per kW for Billing Demand in Excess of Contract Demand	\$9.80 per kW	
All kWh Per Month	\$0.06122	I

Determination Billing Demand

The monthly billing demand shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's peak demand during the current month exceeds the contract demand. The peak demand shall be 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

October through April

May through September

Hours Applicable for  
Demand Billing – EST

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

5:00 p.m. to 10:00 p.m.

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

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 of the maximum demand to determine if the power factor is less than 90%. Power factor penalty formula will be as follows:

$$\text{Power factor penalty} = \text{max kW} \times \left[ \left( \frac{90\% \text{ pf}}{\text{actual power factor}} \right) - 1 \right] \times \$/\text{kW}$$

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

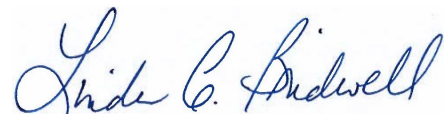
Issued By: \_\_\_\_\_

  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**9/1/2024**

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

SCHEDULE 47  
LARGE POWER RATE – 500KW AND OVER

Minimum Monthly Charge

The minimum monthly charge will be the sum of (a), (b) and (c) below:

- (a) The product of the contract demand multiplied by the demand charge, plus
- (b) The product of the contract demand multiplied by 400 hours and the energy charge per kWh, plus
- (c) The customer charge

Special Provisions

Primary Service: If service is furnished at available voltage, a discount of 5% shall apply to the demand and energy charges. This provision is only available to applicable Members who have established service as of December 26, 2019. T  
T

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause rider.

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge rider.

Date of Issue: November 26, 2019

Date Effective: Services rendered on or after December 26, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

  
**EFFECTIVE**  
**12/26/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
8<sup>th</sup> Revised Sheet No. 10  
Canceling P.S.C. No. 5  
7th Revised Sheet No. 10

[SHEET CANCELLED]

[RESERVED FOR FUTURE USE]

D

Date of Issue: October 23, 2019

Date Effective: Services rendered on or after November 23, 2019

Issued By:

Carol Wright  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*  
**EFFECTIVE**  
**11/23/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 11  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 11

[SHEET CANCELLED]

[RESERVED FOR FUTURE USE]

D

Date of Issue: October 23, 2019

Date Effective: Services rendered on or after November 23, 2019

Issued By:

Paul Wright  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*  
**EFFECTIVE**  
**11/23/2019**

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

Jackson Energy Cooperative Corporation

Schedule 50 – Schools, Churches, Community Halls, and Community ParksAvailability

Non-commercial and non-industrial loads such as schools, churches, community buildings, parks, and organizations shall be on this rate.

Rate

Customer Charge Per Month  
All kWh

\$23.20  
\$0.10534

I

Minimum Charges

The minimum monthly charge is the customer charge.

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

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

President & CEO

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE**

**9/1/2024**

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

Schedule 52 - All Electric Schools (A.E.S.)

Availability

Available to all public or non-profit private schools whose total energy requirements, including but not limited to, heating, air-conditioning, lighting, and water heating is supplied by electricity furnished by the Cooperative.

Rate

Customer Charge Per Month	\$57.73	
All kWh	\$0.08891	I

Minimum Charges

The minimum monthly charge is the customer charge.

Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

Energy Emergency Control Program


This tariff is subject to the Energy Emergency Control Program Rider.

Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

Date of Issue: September 16, 2024


Date Effective: Services rendered on or after September 1, 2024

Issued By:   
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2023-00014 dated August 30, 2024.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**9/1/2024**

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

SCHEDULE OL  
OUTDOOR LIGHTING SERVICE

Availability

Available to all consumers of the Cooperative for dusk to dawn outdoor lighting, including street lighting, in close proximity to existing overhead secondary circuits.

Conditions of Service

The Cooperative shall furnish, install, operate, and maintain the outdoor lighting equipment including lamp, luminaire bracket attachment and control device on an existing pole of the Cooperative, electrically connected so that the power for operation of the light does not pass through the meter for the consumer's other usage, at a location mutually agreeable to both the Cooperative and the Consumer. The Cooperative and the Consumer shall execute an agreement for service under this tariff for a minimum of one year.

If a pole is required for outdoor lighting service, the full cost of installing such pole will be paid by the consumer or a monthly charge specified per pole will apply if the consumer is willing to enter into a five year contract. Poles must be within 200 feet of existing secondary circuits. Any additional required facilities may be provided by the Cooperative at an additional charge per month to be determined by the Cooperative.

Cancellation by the consumer prior to the end of the one year, or five year, term will require the consumer to pay the Cooperative its cost of installation and removal of facilities plus the non salvageable material, prorated on the basis of the remaining portion of the one year, or five year, period.

The Cooperative shall maintain the lighting equipment including lamp replacement, at no additional cost to the consumer within a reasonable time after the consumer notifies the Cooperative of the need for maintenance of the lighting equipment. The Cooperative is not responsible for inspecting or maintaining the lighting equipment absent such notification from the consumer. In case of lamp or fixture damage of vandalism, replacement will be made only once at no cost to the consumer. After that the consumer will be required to pay for the cost of replacement.

With the passing of the Energy Policy Act of 2005, mercury vapor lamp ballasts will not be manufactured after January 1, 2008. Existing mercury vapor fixtures will be repaired when possible and will be replaced with a mercury vapor fixture until the Cooperative's stock of mercury vapor fixtures has been depleted. Once the Cooperative's stock is depleted mercury vapor fixtures will no longer be installed.

DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Weigert  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2007-00333 Dated June 5, 2008.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**2/1/2016**

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

### Schedule OL - Outdoor Lighting Service

#### Underground Service

If the consumer requests underground service, then the consumer shall pay the monthly rate plus any additional charges as determined by the Cooperative. In addition, the consumer shall furnish all ditching, back filling, and repaving/seeding/sodding as necessary to comply with the Cooperative's specifications. Upon termination of this service the Cooperative shall not be required to remove underground wiring or conduits.

#### Fuel Adjustment Clause

This tariff is subject to the Fuel Adjustment Clause Rider.

#### Energy Emergency Control Program

This tariff is subject to the Energy Emergency Control Program Rider.

#### Environmental Surcharge

This tariff is subject to the Environmental Surcharge Rider.

### Rate Per Light Per Month

#### Standard Lighting:

70 Watt LED Security Light	Security Light	ENV	\$10.25	I
129 Watt LED Flood Light	Flood Light	CNF	\$16.14	I
70 Watt LED Cobra Head	Cobra Head Light	CHL	\$11.83	I
70 Watt LED Acorn Head	Acorn Light	ACO	\$16.50	I

Poles may be furnished by the Cooperative at the following rates per pole per month:

15 ft Aluminum Pole	\$ 5.29
30 ft Wood Pole	\$ 4.63
30 ft Aluminum Pole for Cobra Head	\$25.19
35 ft Wood Pole	\$ 9.04
35 ft Aluminum Pole	\$30.48
35 ft Aluminum Pole for Cobra Head	\$29.96
40 ft Wood Pole	\$10.37
40 ft Aluminum Pole	\$34.81
40 ft Aluminum Pole for Cobra Head	\$60.66
45 ft Wood Pole	\$12.49
50 ft Wood Pole	\$17.44
Power Installed Foundation	\$ 8.66

Date of Issue: September 16, 2024

Date Effective: Services rendered on or after September 1, 2024

Issued By: Carol Wyzio  
President & CEO

Issued by authority of an Order of the Public Service Commission of  
Kentucky in Case No. 2023-00014 dated August 30, 2024

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE**

**9/1/2024**

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

175 Watt Mercury Vapor	Acorn Light	ACL	\$18.49	I
100 Watt HPS 9,500 Lumens	Acorn Light	ACH	\$12.94	I
100 Watt HPS 9,500 Lumens	Colonial Light	CPH	\$8.63	I
175 Watt Mercury Vapor	Colonial Light	CPL	\$10.29	I
400 Watt HPS 50,000 Lumens	Interstate Light	INT	\$23.99	I
70 Watt HPS 4,000 Lumens	Colonial Light	CL2	\$12.74	I



Jackson Energy Cooperative Corporation

L A T E P A Y M E N T F E E

Standard Rider

The late payment fee is a rider to any and all rate schedules used by the Cooperative.

Terms & Conditions

An amount equal to five percent (5%) of the past-due amount will be added to all accounts that are in past-due condition. The penalty may be assessed only once on any bill for rendered service. Late payment fees will apply 15 days from the date on the bill. Late payment fees will apply only to the net bill, exclusive of special charges, tax and other assessments.

DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2007-00333 Dated June 5, 2008.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**2/1/2016**

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

Jackson Energy Cooperative Corporation

FUEL ADJUSTMENT CLAUSE

Standard Rider

The Fuel Adjustment Clause is a rider to any and all rate schedules used by the Cooperative.

Terms & Conditions

All rates are applicable to the Fuel Adjustment Clause and 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 (12) month average of such losses. The fuel clause is subject to all other applicable provisions as set forth in 807 KAR 5:056.

DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2007-00333 Dated June 5, 2008.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

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**2/1/2016**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 19  
Canceling P.S.C. No. 5  
Original Sheet No. 19

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ENERGY EMERGENCY CONTROL PROGRAM

Standard Rider

The Energy Emergency Control Program is a rider to any and all rate schedules used by the Cooperative.


Terms & Conditions

All rates are applicable to the Energy Emergency Control Program as filed with the Kentucky Public Service Commission on February 12, 1981, in Administrative Case No. 240, and as approved by the Commission's Order of March 31, 1981.

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DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

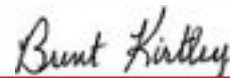
ISSUED BY   
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2007-00333 Dated June 5, 2008.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH



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**2/1/2016**

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

Jackson Energy Cooperative Corporation

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ENVIRONMENTAL SURCHARGE

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Standard Rider

The Environmental Surcharge is a rider to any and all rate schedules used by the Cooperative.

Rate

$$CES(m) = ES(m)$$

Where CES(m) = Current Month Environmental Surcharge Factor

ES(m) = Current Month Environmental Surcharge Calculation

For all rate schedules excluding those whose retail rates are based on EKPC's Rate B, C, G, or special contract rates:

$ES(m) = [((WESF) \times (\text{Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge})) + (\text{Over})/(\text{Under Recovery})] \text{ divided by } [\text{Average of 12-months Ending Retail Revenue from all rate schedules excluding those whose retail rates are based on EKPC's Rate B, C, G, or special contract rates (excluding Environmental surcharge)}] = \underline{\hspace{2cm}}\%$

Where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

For all rate schedules whose retail rates are based upon EKPC's Rate B, C, G, or special contract rates:

ES(m) = Direct pass-through of the wholesale environmental surcharge amount as billed by EKPC.  
(Over)/Under Recovery =

6-month cumulative (over)/under recovery as defined by amount billed by EKPC to Member System minus the amount billed by Member System to retail customer. 6-months cumulative over or under recoveries are reviewed and approved by the Commission during a six-month and two-year reviews. Over or under recoveries shall be amortized over a six-month period.

Billing

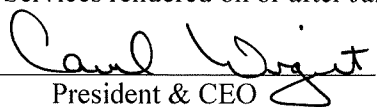
The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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Date of Issue: November 30, 2022


Date Effective: Services rendered on or after January 1, 2023

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

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**1/1/2023**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 21  
Canceling P.S.C. No. 5  
Original Sheet No. 21

## OPERATION ROUND-UP VOLUNTARY CONTRIBUTION

### Standard Rider

The Operation Round-Up Voluntary Contribution is a rider to any and all rate schedules used by the Cooperative.

### Terms & Conditions

Operation Round-Up is a program which allows cooperative members to round up their monthly payment to the next highest dollar amount {\$26.40 to \$27.00 for example} with the funds used to help families and communities throughout the cooperative. All Jackson Energy Cooperative members are given the opportunity to make a VOLUNTARY contribution to Operation Round-Up. This contribution will be included on the monthly billing statement. This rounded up amount is not subject to disconnection of service for non-payment. Members may participate in the program by notifying Jackson Energy Cooperative.

DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2007-00333 Dated June 5, 2008.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**2/1/2016**

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

**Renewable Energy Program****Standard Rider**

This "Renewable Energy Program" is a rider to all rate schedules used by the Cooperative. The purpose of this program is to provide retail members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates ("RECs"). There are three (3) options. Jackson Energy Cooperative Corporation ("Jackson Energy"), via its participation in East Kentucky Power Cooperative's ("EKPC") Renewable Energy Program (Envirowatts), will aggregate the contributions provided by the retail customers to develop renewable energy, purchase renewable energy, or purchase RECs. Alternatively, the retail member, Jackson Energy, and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member's existing energy consumption.

**Applicable**

In all territory served.

**Definitions**

Renewable energy is that electricity which is generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable certified resources.

A REC is the tradable renewable energy attribute which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of renewable energy from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of renewable energy.

**Availability of Service**

This rider is available to any customer on any rate schedule.

Option A - Retail members may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The retail member may allocate their "Renewable Energy Program" contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas).

Option B - Option B is a pilot program and is available on or before March 25, 2025. A member may, after entering into a special agreement with Jackson Energy and EKPC, purchase renewable energy to offset the member's existing energy consumptions under the members' applicable rate schedule.

Option C - After entering into an agreement with Jackson Energy and EKPC, commercial & industrial ("C&I") retail members have the opportunity to purchase RECs through Jackson Energy and EKPC to offset up to all of their energy consumption with RECs, resulting in that portion of the energy consumption to be considered renewable.

Date of Issue: November 3, 2021

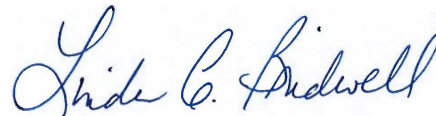
Date Effective: Services rendered on or after December 3, 2021

Issued By:

  
President & CEO

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PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**12/3/2021**

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

**Renewable Energy Program (continued)****Eligibility**

Under Option A, a "Pledge to Purchase Renewable Energy" must be signed by the member prior to service under this rider. Retail members may not owe any arrearage prior to participating in the Renewable Energy Program. Funds contributed by retail members are not refundable.

Under Option B, a retail member must execute an agreement with Jackson Energy and EKPC to purchase, supply or secure a minimum renewable capacity of 1MW. The maximum annual renewable energy under the agreement cannot exceed the participating member's average annual consumption over the previous three (3) years. For new businesses with no usage history, the maximum annual renewable energy under the contract will be estimated. The type of renewable energy will be determined by the retail member. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

Under Option C, C&I retail members, in conjunction with Jackson Energy and EKPC, will determine the type of renewable resource and amount of RECs Jackson Energy and EKPC will purchase monthly on behalf of the participating retail member. The original agreement will expire after one (1) year, but will automatically renew monthly until the retail member provides 60 days' notice of cancellation. The retail member may also amend the agreement to change the amount of RECs or type of renewable resource generating such RECs they will purchase. EKPC may sell and retire RECs generated by EKPC when applicable with a market-based rate per REC.

The sum of renewable energy purchased under Option B and the RECs purchased and retired under Option C shall not exceed the retail member's annual usage.

**Rate**

Under Option A, monthly contribution of any amount in \$2.75 increments shall be made pursuant to the terms of "Pledge to Purchase Renewable Energy". The fuel adjustment clause and the environmental surcharge are not applicable to the Option A Renewable Energy Program contributions.

Under Option B, the renewable energy rate shall be set forth under the individual participating renewable energy agreements. The retail member's bill will be credited for the base fuel, the fuel adjustment clause, capacity credit when applicable, the variable portion of the Environmental Surcharge that EKPC credited to Jackson Energy per individual renewable energy agreements. The credit amount is based on the total of the avoided costs from base fuel, fuel adjustment clause, capacity credits when applicable, variable environmental surcharge for the renewable energy delivered pursuant to the agreement. The total credit will be the lesser of this credit amount or the PJM Localized Margin Cost.

Date of Issue: November 3, 2021

Date Effective: Services rendered on or after December 3, 2021

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**12/3/2021**

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

**Renewable Energy Program (continued)**

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Jackson Energy or EKPC. They will have the option to instruct Jackson Energy and EKPC to purchase: (i) RECs covering a set percentage of their energy consumption each month; (ii) a set dollar amount of RECs per month; (iii) a set number of MWhs. The participating C&I retail member can set a REC price that requires additional approvals for Jackson Energy and EKPC to purchase RECs per the Agreement. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements.

**Billing and Minimum Charge**

Under Option A, the member will be billed monthly for the amount the retail member pledged to contribute in their "Pledge to Purchase Renewable Energy". Existing envirowatts retail participants will be billed at their existing rate of \$2.75 per their existing agreement or pledge.

Under Option B, the retail member will be billed for the renewable energy per the agreement.

Under Option C, Jackson Energy will increase the participating retail member's electric bill for the RECs purchased at the market price plus a monthly transactional fee of \$100 and incurred volumetric fees. Volumetric fees includes per REC costs paid directly to other parties by EKPC to procure specific types of RECs, (ie. Green-e® Energy Certified RECs) and per REC costs paid directly to other parties by EKPC to retire RECs via industry recognized renewable attribute registries. For any agreement instructing Jackson Energy and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of EKPC's annual short-term borrowing rate will be added to the participant's electric bill.

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↓**Terms of Service and Payment**

This rider shall be subject to all other terms of service and payment of the applicable tariffs and adjustment clauses to which it is applied to each member.

Date of Issue: May 31, 2024

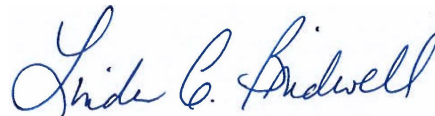
Date Effective: Services rendered on or after July 1, 2024

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**7/1/2024**

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

COMMERCIAL AND INDUSTRIAL  
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

This Commercial and Industrial Renewable Energy Program Purchase Agreement (“Agreement”) is made and entered into this <DATE> day of <MONTH>, <YEAR>, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); Jackson Energy Cooperative Corporation, with its principal place of business at 115 Jackson Energy Lane, McKee, KY 40447 (“Cooperative”); and the following identified commercial or industrial end-use retail customer (“Customer”), who is a Member of Cooperative:

Customer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address(es): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

WHEREAS, Customer is a commercial or industrial customer of Cooperative and has an interest in acquiring energy from renewable resources and/or renewable energy credits (“RECS”) arising from the generation of energy from renewable resources; and

WHEREAS, Customer desires and agrees to purchase, and EKPC and Cooperative are both willing and agree to sell, renewable energy and/or purchase and retire REC’s from a renewable resource(s) to offset a portion or all of the energy consumed by the Customer at the above-listed service address(es) and account(s);

THEREFORE, in mutual consideration of the promises, representations, recitals, terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- Purchase and Sale of Renewable Energy.** The Customer may purchase renewable energy from Cooperative up to an amount equal to the Customer’s average annual energy consumption over the previous three (3) calendar years. In the event Customer has not yet consumed power provided by Cooperative for at least three years, the Customer’s actual usage shall be used to calculate an average annual energy consumption amount. The amount of energy purchased hereunder shall be equivalent to at least one (1) megawatt (MW) of installed renewable capacity. Cooperative shall acquire the renewable power sold to Customer from EKPC. The calculations and elections necessary to fulfill the obligation to purchase and sell renewable energy are set forth in the attached and incorporated by reference as if set forth herein.

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Linda C. Bridwell  
Executive Director

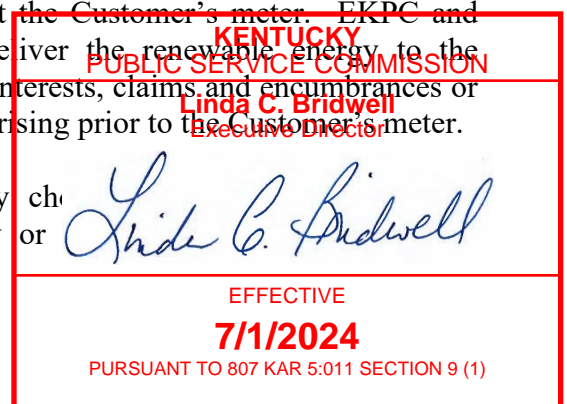
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**7/1/2024**

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

2. **Purchase and Sale of Renewable Energy Credits.** The Customer may direct Cooperative and EKPC to offset up to all of the Customer's energy consumption, resulting in that portion of energy consumed to be considered renewable, by purchasing and retiring RECs equal to the amount designated by the Customer. The amount of RECs to be purchased and retired shall be designated as: covering a set percentage of the Customer's energy consumption each month; setting a particular dollar amount for REC purchases per month; or designating a set number of megawatt hours ("MWhs") to be covered by REC purchases. The calculations and elections necessary to fulfill the obligation to purchase and retire RECs are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements. The Customer may instruct Cooperative and EKPC to secure an advance purchase of RECs in the amount not to exceed 12 months of projected REC need pursuant to the terms in this Agreement.
3. **Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses for purposes of determining the amount of renewable energy and RECs allowed to be purchased pursuant to the terms of this Agreement. The sum of the renewable energy purchases and REC purchases by Customer shall not exceed the Customer's energy usage at all accounts listed above.
4. **Transmission.** EKPC shall arrange and be responsible for all transmission service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the point(s) of delivery of all current and future non-renewable energy sales to the Cooperative and from which the Cooperative's electric distribution system currently delivers energy to the Customer. EKPC shall schedule or arrange for scheduling services with its transmission providers to deliver the renewable energy to said point(s) of delivery.
5. **Distribution.** The Cooperative shall arrange and be responsible for all distribution service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the Customer's meter(s).
6. **Title and Risk of Loss.** Title to and risk of loss related to the renewable energy acquired herein shall transfer: (a) from EKPC to the Cooperative at the delivery point(s) for all energy delivered to the Cooperative currently and in the future; and (b) from the Cooperative to the Customer at the Customer's meter. EKPC and Cooperative both warrant that they will deliver the renewable energy to the Customer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Customer's meter.
7. **Renewable Resources.** The Customer may choose or resource from which the renewable energy



generated. The choices available include: solar, wind, hydro, landfill methane gas or biomass. The Customer may not request or designate that the renewable energy or RECs purchased hereunder be acquired from any particular generation facility. EKPC retains the sole and exclusive right to select the resource(s) from which the renewable energy and REC purchases contemplated herein are acquired.

8. **Pricing.**

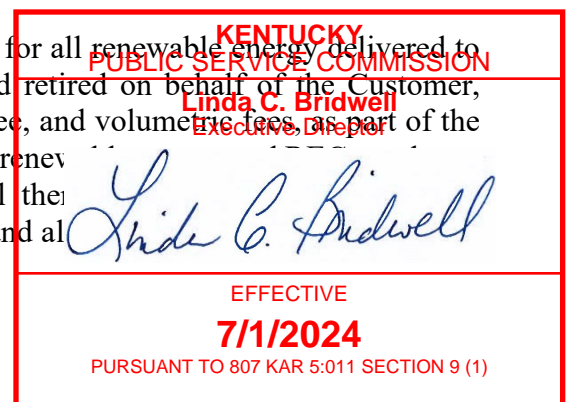
(a) **Energy Pricing.** [TO BE NEGOTIATED ON A CASE BY CASE BASIS BASED UPON APPLICABLE RATE SCHEDULES.]

(b) **REC Pricing.** Customer shall pay to Cooperative and Cooperative shall pay to EKPC the market value of the RECs purchased on the Customer's behalf without mark-up from either Cooperative or EKPC. EKPC will increase the Cooperative's monthly wholesale bill for the RECs purchased at the market price plus a monthly transactional fee of \$100 and incurred volumetric fees. Volumetric fees includes, but are not limited to, per REC costs paid to other parties by EKPC to procure specific types of RECs, (ie. Green-e® Energy certified RECs) and per REC costs to retire RECs via industry recognized renewable attribute registries. For any agreement instructing EKPC to purchase REC's in advance of the billing cycle, a monthly carrying charge equal to 1/12 of EKPC's annual short-term borrowing rate will be added to the Cooperative's bill.

9. **Wholesale Credits.** The Cooperative shall receive a monthly credit on its wholesale power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity credits; and (b) variable environmental surcharge equal to the demand energy; or (2) the PJM Localized Marginal Cost. At no time shall EKPC be required to convert any credit accruing hereunder to cash. Any excess credit(s) can be carried forward to offset a later billed amount.

10. **Retail Credits.** The Customer shall receive a monthly credit on its retail power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity credits; and (b) variable environmental surcharge equal to the demand energy; or (2) the PJM Localized Marginal Cost. At no time shall Cooperative be required to convert any credit accruing hereunder to cash. Any excess credit(s) can be carried forward to offset a later billed amount.

11. **Billing.** EKPC shall invoice the Cooperative for all renewable energy delivered to the Cooperative and all RECs purchased and retired on behalf of the Customer, together with the REC purchase transaction fee, and volumetric fees, as part of the invoice it sends to the Cooperative for all non-renewable energy delivered by the Cooperative. The Cooperative shall then invoice the Customer for the renewable energy delivered to the Customer and all RECs purchased and retired on behalf of the Customer.



behalf of the Customer, together with the REC purchase transaction fee, and volumetric fees, as part of the invoice it sends to the Customer for all non-renewable energy purchases by the Customer. In both cases, the invoice shall provide sufficient information to demonstrate the manner in which the charges for renewable energy sales were calculated.

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12. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy acquired or generated by EKPC or Cooperative, or to pay for any RECs acquired by EKPC and or Cooperative, when such purchases are made in performance of their respective obligations under this agreement, and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy or RECs are actually sold by EKPC or Cooperative to another buyer from the price set forth herein or the purchased REC price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and efforts made by EKPC and or Cooperative to market the renewable energy or RECs at the best market price attainable.
13. **Term.** Subject to paragraph twenty-four (24) below, this Agreement shall be effective beginning on the date set forth above and will continue for a period of \_\_\_\_ years (the "Term"), subject to early termination as provided herein. [NOTE: THIS TERM WILL NEED TO BE UPDATED IN A MANNER CONSISTENT WITH THE TARIFF BASED UPON WHETHER IT IS AN ENERGY PURCHASE, REC PURCHASE OR COMBO PURCHASE.]
14. **Obligation to Customer.** EKPC and Cooperative agree to provide Customer with reasonable updates in the event of any changes in the availability of renewable energy or RECs purchased pursuant to this Agreement.
15. **Non-Transferrable.** The Customer may not transfer or assign any obligation, right, liability, or credit arising under this Agreement from one account or service address to another account or service address that is not listed above. The Customer may not transfer, assign, convey, sell or donate this Agreement to any other person unless EKPC and the Cooperative have both provided their express written consent to such action. Such consent may be granted or withheld in the sole discretion of EKPC and the Cooperative.
16. **Effect on other Rates.** Nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer's receipt of service from the Cooperative under any other tariff or rate schedule then in effect or subsequently approved by the Kentucky Public Service Commission ("Commission") which applies to the Customer. Likewise, nothing in this effect, limit, alter, amend or change the terms or

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Linda C. Bridwell  
Executive Director

*Linda C. Bridwell*

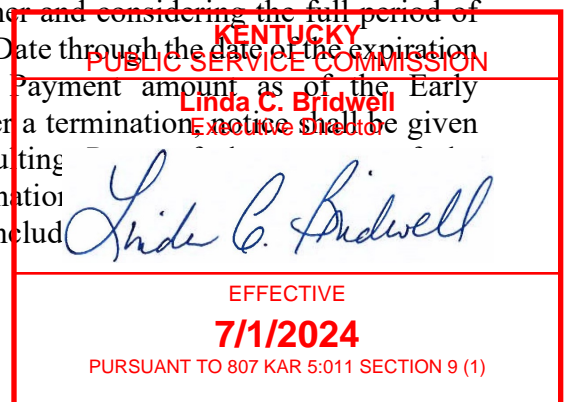
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**7/1/2024**

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

receipt of service from EKPC under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Cooperative.

17. **Events of Default.** An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:
- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;
  - (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
  - (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party’s obligations to receive the renewable energy, the exclusive remedy for which is provided in paragraph twelve (12) above) if such failure is not remedied within three (3) Business Days after written notice;
  - (d) such Party becomes bankrupt; or
  - (e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.
18. **Termination for an Event of Default.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, any other Party (the “Non-Defaulting Party”) shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date (“Early Termination Date”) to accelerate all amounts owing between the Parties; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner and considering the full period of non-performance from the Early Termination Date through the date of the expiration of the Agreement’s Term, a Termination Payment amount as of the Early Termination Date. As soon as practicable after a termination notice shall be given by the Non-Defaulting Party to the Defaulting Party, the Termination Payment and whether the Termination Payment shall be given to the Non-Defaulting Party. The notice shall include



in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

19. **Security and Guaranty.** [THIS SECTION SHALL BE INCLUDED IN ANY AGREEMENT WHERE EKPC'S OR COOPERATIVE'S MARKET OR CREDIT EXPOSURE IS ANTICIPATED TO EXCEED \$5,000 DURING ANY YEAR OF THE TERM.]

(a) **Financial Information.** If requested by any other Party to this Agreement, a Party shall deliver within one hundred twenty (120) days following the end of each fiscal year, a copy of the Party's or Party's parent company annual report containing audited consolidated financial statements for such fiscal year. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles (i.e. GAAP, IFRS and the RUS USoA); provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the Party providing such information diligently pursues the preparation, certification and delivery of the statements. Each Party shall provide concurrent notice to the other Parties in the event of a material negative change in its financial condition.

(b) **Obligation to Provide Performance Assurance.**

(i) **By Customer.** The Customer, or its Guarantor, shall provide Performance Assurance acceptable to Cooperative and EKPC in an amount equal to:

(A) the current sum of the Early Customer Termination Payment if: (1) the Customer's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; (2) an Event of Default on the part of the Customer has occurred; or (3) the Customer has no Credit Rating from S&P, Fitch or Moody's;

(B) half the current sum of the Early Customer Termination Payment if the Customer's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's;

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Executive Director

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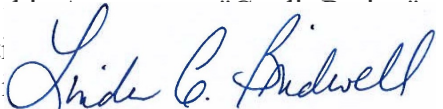
"A" from S&P or Fitch or "A2" from Moody's and "BBB" from S&P or Fitch or "Baa2" from Moody's, inclusive; or

- (C) zero if the Customer's highest Credit Rating is better than "A" from S&P or Fitch or "A2" from Moody's.
- (D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Early Customer Termination Payment shall be calculated quarterly. If Customer provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and EKPC will release the excess Performance Assurance as appropriate. For purposes of this Agreement, "Credit Rating" means with respect to any entity, on any date of determination, the respective rating then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

(ii) **By EKPC.** EKPC shall provide Performance Assurance acceptable to Customer in an amount equal to:

- (A) the current sum of the Supplier Early Termination Payment if:
  - (1) EKPC's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; or
  - (2) an Event of Default on the part of EKPC has occurred;
- (B) half the current sum of the Supplier Early Termination Payment if EKPC's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from Standard & Poor's or "Baa2" from Moody's, inclusive; or
- (C) zero if the EKPC's highest Credit Rating is better than "A" with S&P or Fitch or "A2" from Moody's.
- (D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Supplier Early Termination Payment shall be calculated quarterly. If EKPC provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and Customer will release the excess Performance Assurance as appropriate. For purposes of means with respect to any ent: the respective rating then ass:

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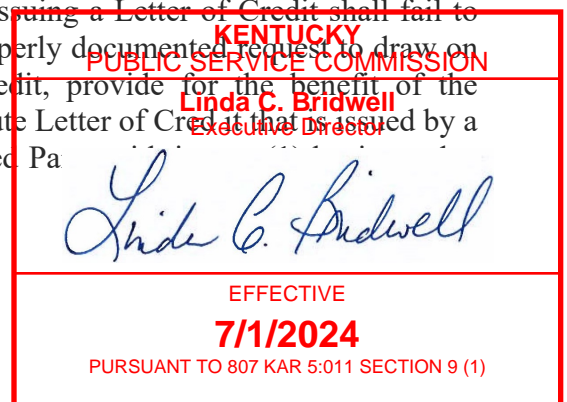
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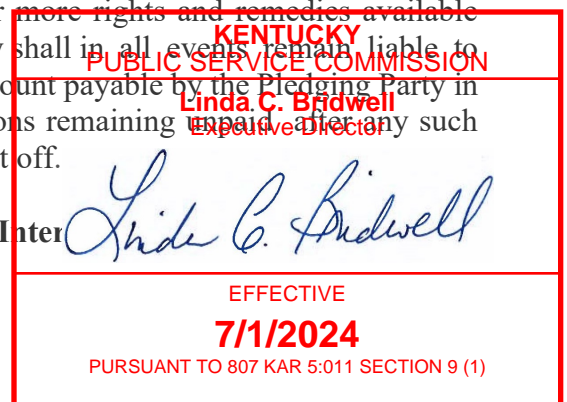
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senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

- (iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination Payment or the Supplier Early Termination Payment, as applicable, is equal to or less than \$5,000.
- (c) **Form of Performance Assurance.** Unless otherwise agreed to in writing by EKPC and Customer, the form of any Performance Assurance required herein shall be an irrevocable, transferable, standby Letter of Credit, issued by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a Credit Rating of at least (a) "A-" by S&P or "A3" by Moody's; and (ii) having a capitalization of at least \$1,000,000,000. The Letter of Credit must be substantially in a form set forth in Appendix B hereto, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof. The costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by the Pledging Party.
- (d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:
- (i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Credit at that time issued by a bank acceptable to the Secured Party or a Letter of Credit issued after such refusal;



- (ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit; and
- (iii) With respect to each such Letter of Credit, the Pledging Party hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as the Pledging Party's true and lawful attorney-in-fact with full irrevocable power and authority to act in the name, place and stead of the Pledging Party or in the Secured Party's own name, from time to time in the Secured Party's discretion, but only in strict adherence to the terms set forth in the Letter of Credit, for the purpose of taking any and all action and executing and delivering any and all documents or instruments which may be necessary or desirable to accomplish the purposes of this Paragraph 19.
- (e) **Exercise of Rights Against Performance Assurance.** In the event that: (1) an Event of Default with respect to the Pledging Party has occurred and is continuing, and all required notices have been given and any cure periods set forth in this Agreement have run; or (2) the Agreement is terminated by any Party prior to the expiration of the term, a Secured Party may exercise any one or more of the rights and remedies provided under the Agreement or as otherwise available under applicable Kentucky law, including, without limitation, exercising any one or more of the following rights and remedies:
- (i) all rights and remedies available to a secured party under the Kentucky Uniform Commercial Code and other applicable Laws with respect to the Performance Assurance held by or for the benefit of the Secured Party;
- (ii) the right to set off any Performance Assurance held by or for the benefit of the Secured Party against, and in satisfaction of, any amount payable by the Pledging Party in respect of any of its obligations; and
- (iii) the right to draw in strict adherence with the terms on any outstanding Letter of Credit issued for its benefit. A Secured Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. The Pledging Party shall in all events remain liable to the Secured Party for any amount payable by the Pledging Party in respect of any of its Obligations remaining unpaid after any such liquidation, application and set off.
- (f) **Encumbrance; Grant of Security Interest**



and complete payment of all amounts due or that may now or hereafter become due from a Party to the other Party and the performance by a Party of all covenants and obligations to be performed by it pursuant to this Agreement, each Party hereby pledges, assigns, conveys and transfers to the other Parties, and hereby grants to the other Parties a present and continuing security interest in and to, and a general first lien upon and right of setoff against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Parties and each Party agrees to take such action as the other Parties reasonably request in order to perfect the other Party's continuing security interest in, and lien on (and right of setoff against), such Performance Assurance.

- (g) **Guaranty.** Customer's obligations with regard to payment and the provision of Performance Assurance may be assumed by an affiliated guarantor of the Customer who shall be permitted to use its own Credit Rating from Standard & Poor's, Fitch or Moody's for purposes of calculating any Performance Assurance amounts due hereunder. Any such Guaranty shall be in a form substantially similar to that set forth in Appendix B and that is acceptable to EKPC and Cooperative in their respective sole and exclusive discretion. The Customer may substitute an affiliated entity as its Guarantor after having received the express written consent of EKPC and Cooperative, which shall not be unreasonably withheld, to do so. The existence of a Guarantor shall not relieve or excuse the Customer from any obligations set forth in this Agreement.
- (h) **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to [DATE] (and by December 31<sup>st</sup> of each subsequent year the Agreement is in effect):
- (i) Pay to Cooperative a sum equal to the amount necessary to purchase a bond or secondary insurance policy equal to the amount of two times the estimated monthly average [RATE SCHEDULE] billings; or
- (ii) Provide a surety bond issued by any Certified Company listed on the most recent version of the U.S. Department of the Treasury's Circular 570 naming Cooperative as the beneficiary thereof and in an amount equal to two times the estimated monthly average [RATE SCHEDULE] billings.

(j) **Early Termination Payment Calculation**

**(i) By Customer.** The Early Customer Termination Payment shall be the sum of:

- (A) **Wholesale Renewable Energy** that the Customer ceases operations at the facility or



otherwise stops taking service at the Facility at any time within the Term of this Agreement, the Customer shall pay EKPC/Cooperative the difference, if positive, of the levelized cost of existing renewable energy contracts less the forward market value of equivalent renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) within 30 days from the date the Customer ceases operations at the Facility or stops taking service at the Facility; and

(B) **REC Program.** In the event that the Customer fails to purchase all RECs which have been ordered pursuant to the terms of this Agreement, the Customer shall pay EKPC/Coop the difference, if positive, of the sum paid for the RECs less the current market value of the RECs within thirty (30) days from the date the Customer's payment obligation became an Event of Default.

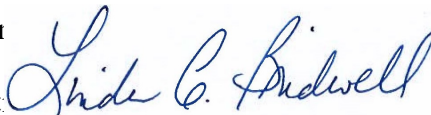
(ii) **By EKPC.** The Early Supplier Termination Payment shall be the sum of:

(A) **Wholesale Renewable Energy Program.** In the event that EKPC defaults on its obligation to sell renewable energy to Customer, other than as a result of a Force Majeure, at any time within the Term of this Agreement, EKPC shall pay Customer the difference, if positive, of the forward market value of equivalent renewable energy less the levelized cost of contracted renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) (the "Supplier Early Termination Payment") within 30 days from the date EKPC defaults on its obligation to sell renewable energy hereunder; and

(B) **REC Program.** In the event that EKPC fails to supply all RECs which have been ordered pursuant to the terms of this Agreement, EKPC shall pay Customer the difference, if positive, of the sum paid by the Customer for RECs less the current market value of the RECs within thirty (30) days from the date EKPC's obligation to supply the RECs became an Event of Default.

20. **Disputes and Adjustments of Bills.** A Party 1  
correctness of any invoice or any adjustment to  
Agreement or adjust any invoice for any arithmetic

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Executive Director



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twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Parties. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the rate of two percent (2%) over the stated rate for commercial paper as published in the Wall Street Journal on the date that notice of the Dispute is given, from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments. Any dispute with respect to an invoice is waived unless the other Parties are notified in accordance with this paragraph within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

21. **Resolution of Disputes.** Any dispute or need of interpretation between the Parties involving or arising under this Agreement first shall be referred for resolution to a senior representative of each Party. Upon receipt of a notice describing the dispute and designating the notifying Party's senior representative and that the dispute is to be resolved by the Parties' senior representatives under this Agreement, the other Parties shall promptly designate its senior representatives to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying Party's notice was received by the other Parties, or within such other period as the Parties may jointly agree, the Parties may pursue any remedies available at law or in equity to enforce its rights provided in the Agreement. Notwithstanding any inconsistent provision herein, any Party may be entitled to injunctive or other equitable relief without resort to the settlement or resolution procedures set forth herein.

22. **Representations and Warranties.** Each Party represents and warrants to the other Parties that:

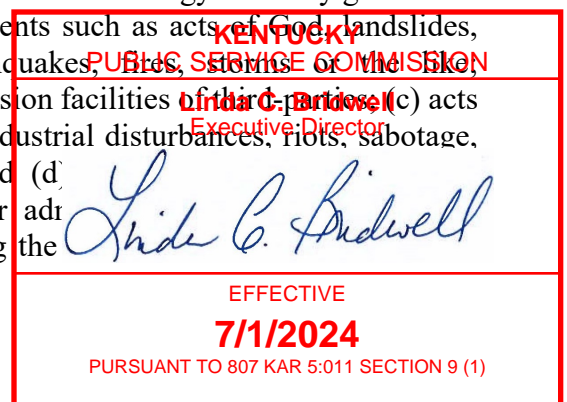
- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) the execution, delivery and performance of all its obligations under this Agreement, its powers, have been duly authorized by all necessary corporate action.



any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, except as set forth herein;

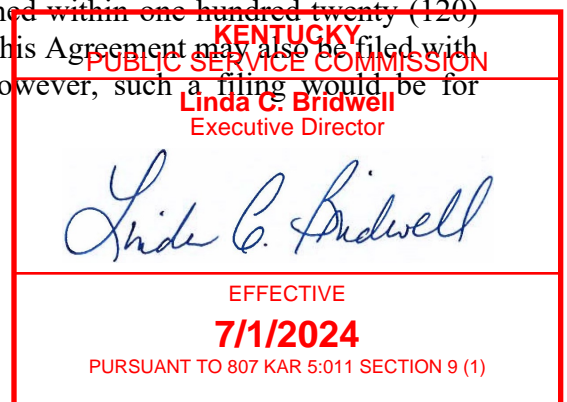
- (d) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;
- (e) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;
- (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- (g) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of any other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;
- (i) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all renewable energy and to purchase all RECs referred to herein; and
- (j) the material economic terms of this Agreement were and are subject to individual negotiation by the Parties.

23. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of renewable energy and the sale of renewable energy is dependent upon numerous factors, including many which are beyond the control of EKPC and the Cooperative. EKPC and the Cooperative shall not be responsible or liable for any disruption or prevention of the production of renewable energy from any generation resource that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) necessity for compliance with any court or administrative ordinance, regulation, order, or policy having the

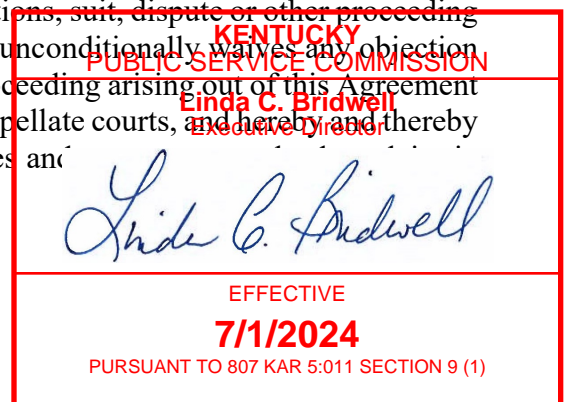


governmental authority having jurisdiction. In the event of any inability by EKPC or the Cooperative to acquire or deliver the renewable energy contemplated to be purchased herein, the Customer agrees to accept non-renewable energy from the Cooperative under the terms and conditions of the Cooperative's tariffs and rate schedules in effect at such time(s).

24. **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EKPC AND THE COOPERATIVE HAVE MADE NO SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE RENEWABLE ENERGY TO BE PURCHASED HEREBY OR ANY FACILITIES ASSOCIATED WITH GENERATING, TRANSMITTING OR DISTRIBUTING SAME, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY EKPC OR THE COOPERATIVE IS EXPRESSLY LIMITED TO PURCHASING REPLACEMENT POWER FROM THE COOPERATIVE AT PREVAILING TARIFFED RATES.
25. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each Party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Parties in writing of the change of address for notices to be sent.
26. **Regulatory Approvals.** The Agreement is subject to approval by the Commission. This Agreement shall be filed with the Commission by EKPC within twenty (20) days of its full and final execution and EKPC and Cooperative agree to use reasonable efforts to obtain said approval from the Commission. However, in the event that Commission approval is not obtained within one hundred twenty (120) days, the Agreement shall be null and void. This Agreement may also be filed with the United States Rural Utilities Service, however, such a filing would be for informational purposes only.



27. **No Agency.** In performing their respective obligations hereunder, no Party is acting, or is authorized to act, as agent of any other Party.
28. **Forward Contract.** The Parties acknowledge and agree that all sales of renewable power hereunder constitute “forward contracts” within the meaning of the United States Bankruptcy Code.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
30. **Waiver of Trial by Jury.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
31. **Jurisdiction.** Each party agrees that any suit, action, dispute or other proceeding arising out of the Agreement or any transaction contemplated by the Agreement shall be heard in, and hereby irrevocably submits to the exclusive jurisdictions of the Circuit Court of Clark County, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in the Agreement shall be effective service of process for any actions, suit, dispute or other proceeding described herein. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the aforementioned courts and the related appellate courts, and hereby and thereby further irrevocably and unconditionally waives and



any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

32. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

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

<CUSTOMER>

**JACKSON ENERGY COOPERATIVE  
CORPORATION**

\_\_\_\_\_  
CUSTOMER NAME (please print)

\_\_\_\_\_  
<TITLE> JACKSON ENERGY  
COOPERATIVE CORPORATION (please  
print)

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

\_\_\_\_\_  
<TITLE>, EAST KENTUCKY POWER  
COOPERATIVE, INC. (please print)

\_\_\_\_\_  
SIGNATURE



**APPENDIX A**  
**ORDER SUMMARY**

**Renewable Energy Resources (If Applicable)**

Customer's Average Annual Energy Consumption = \_\_\_\_\_ MWhs per year

Amount of Renewable Energy to be Purchased = \_\_\_\_\_ MWhs per year

Equivalent MWs of Capacity to be Purchased = \_\_\_\_\_ MWs

**Renewable Energy Credits (If Applicable)**

Amount of Renewable Energy Credits to be Purchased (Choose One) =

\_\_\_\_\_ % of Customer's monthly energy consumption\*\*;

\_\_\_\_\_ Dollars per month; or

\_\_\_\_\_ MegaWatt Hours per month\*\*

Types of Renewable Energy Credits to be Purchased (check all that apply):

\_\_\_\_\_ Solar \_\_\_\_\_ % of RECs

\_\_\_\_\_ Wind \_\_\_\_\_ % of RECs

\_\_\_\_\_ Hydro \_\_\_\_\_ % of RECs

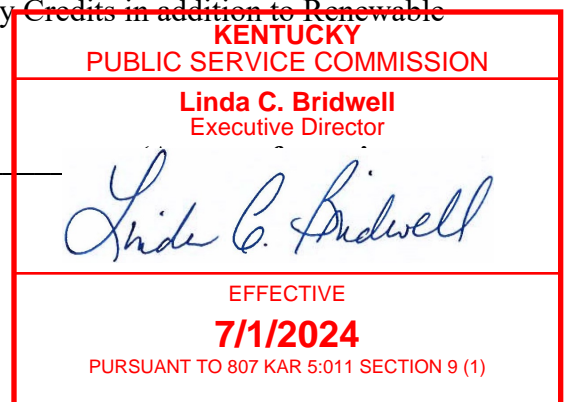
\_\_\_\_\_ Landfill Methane Gas \_\_\_\_\_ % of RECs

\_\_\_\_\_ Biomass \_\_\_\_\_ % of RECs

\_\_\_\_\_ Least-Cost Resource \_\_\_\_\_ % of RECs

( ) Check here to utilize Renewable Energy Credits in addition to Renewable Energy Resources

**\*\* REC Price requiring additional approval: \$ \_\_\_\_\_ (month)**



**APPENDIX B**  
**FORM OF GUARANTY**  
**GUARANTY AGREEMENT**

This is a GUARANTY AGREEMENT (the “Guaranty Agreement”), dated and effective as of January \_\_, 2020, by and between: **East Kentucky Power Cooperative, Inc.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”), **Jackson Energy Cooperative Corporation**, a Kentucky corporation with its principal offices at 115 Jackson Energy Lane, McKee, KY 40447 (“Cooperative”); and \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal offices at \_\_\_\_\_ (“Guarantor”).

**Recitals**

**WHEREAS** [CUSTOMER]. (“Customer”) has entered into a Commercial and Industrial Power Agreement with Renewable Energy Power and/or Renewable Energy Credit Purchases, dated \_\_\_\_\_, with EKPC and Cooperative (the “Industrial Power Agreement”), pursuant to which Customer has made certain promises and covenants and has certain payment and performance assurance obligations; and

**WHEREAS** the Industrial Power Agreement requires Customer. to post varying amounts of performance assurance under certain circumstances involving its credit rating from Standard & Poor’s or Moody’s; and

**WHEREAS** Customer may use the credit rating of an affiliate who agrees to guaranty its payment and performance assurance obligations under the Industrial Power Agreement; and

**WHEREAS**, Guarantor, a corporate affiliate, parent, subsidiary or other entity or entities under common control with Customer, agrees to be Customer’s guarantor under the Industrial Power Agreement, thereby substituting its credit rating for that of Customer and reducing the amount of performance assurance required under the Industrial Power Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty of Payment and Performance.** The Guarantor, intending to be bound as an accommodation party for Customer, absolutely and unconditionally guarantees to EKPC and Cooperative, their respective successors, endorsees, transferees and assigns, the prompt performance by Customer of all of Customer’s payment and performance assurance obligations under the Industrial Power Agreement (collectively, the “Guaranteed Obligations”).

2. **Obligations Unconditional.** This is an unconditional guaranty of payment and performance. If for any reason Customer fails to perform its obligations under the Industrial Power Agreement (whether affirmative or negative) in the

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**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director



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be performed or observed by Customer, or if any event of default occurs thereunder and any required notice has been given and any cure period has run, the Guarantor shall promptly perform or observe or cause to be performed or observed each such obligation, undertaking or condition, or be responsible for the damages occasioned by such default, regardless of any set-off or counterclaim which Customer may have or assert, and regardless of whether or not EKPC or Cooperative, or anyone on their behalf, shall have instituted any suit, action or proceeding or exhausted their remedies or taken any steps to enforce any rights against Customer, or any other person to compel such performance or to collect all or any part of such amount pursuant to the provisions of the Industrial Power Agreement, or at law or in equity, or otherwise, and regardless of any other condition or contingency. The liability of the Guarantor shall be for the entire amount of the Guaranteed Obligations, jointly and severally with that of Customer.

3. **Waivers and Agreements.** The Guarantor hereby unconditionally:

(a) Waives any requirement that EKPC or Cooperative first seeks to enforce its remedies against Customer or any other person or entity before seeking to enforce this Guaranty Agreement against the Guarantor.

(b) Covenants that the Guarantor's obligations under this Guaranty Agreement will not be discharged except by complete payment and performance of all the Guaranteed Obligations existing under the Industrial Power Agreement.

(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder; or any limitation on the method or terms of payment or performance assurance thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

(d) Waives any obligation that EKPC or Cooperative might otherwise have to marshal assets or to proceed against any particular persons or assets in any particular order.

**IT IS THE INTENTION OF THE GUARANTOR THAT THIS AGREEMENT CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL GUARANTY IN ANY AND ALL CIRCUMSTANCES, AND THIS GUARANTY AGREEMENT SHALL BE DISCHARGED ONLY BY THE PERFORMANCE IN FULL OF ALL OF THE GUARANTEED OBLIGATIONS.**

4. **Waiver of Notice.** The Guarantor waives notice of acceptance of this Guaranty Agreement by EKPC and Cooperative, notice of execution and delivery of this Guaranty Agreement, and any other guaranty agreement, or any instrument referred to in such documents. The Guarantor further waives, to the fullest extent permitted by applicable law, each and every notice to which the Guarantor would otherwise be entitled under principles of guaranty or suretyship law. Without limiting the generality of the foregoing, waives all notices and defenses whatsoever with respect to the Guaranteed Obligations, including, but not limited to, the following:

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Linda C. Bridwell  
Executive Director

Linda C. Bridwell

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**7/1/2024**

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

Cooperative's acceptance of this Guaranty Agreement or its intention to act, or its action, in reliance upon this Guaranty Agreement; notice of the present existence or future incurring by Customer of any of its Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default (whether to the Guaranteed Obligations or of any other obligation or liability) by Customer or any accommodation party, co-maker, surety, pledgor, mortgagor, grantor of security, any other guarantor(s) or any other person or entity; notice of the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty Agreement), pledge, mortgage, security interest, assignment, or other security for any of the Guaranteed Obligations; notice of dishonor; notice of nonpayment; notice of acceleration of the Guaranteed Obligations; notice of the making of a demand for payment of the liability or obligations of Customer; presentment and notice of presentment; protest and notice of protest; demand and notice of demand; nonpayment and notice of nonpayment; notice of the disposition of any collateral held to secure the Guaranteed Obligations; and any other notice required by law or otherwise.

5. **Subrogation.** The Guarantor agrees not to exercise any right which may have been acquired by way of subrogation under this Guaranty Agreement, by any payment made hereunder or otherwise, unless and until all of the Guaranteed Obligations, including, but not limited to, all obligations, undertaking or conditions to be performed or observed by Customer pursuant to the Industrial Power Agreement, shall have been performed, observed or paid in full. If any payment shall be made to the Guarantor on account of such subrogation rights at any time when such obligations, undertakings or conditions have not been performed, observed or paid in full, the Guarantor shall pay each and every such amount to EKPC or Cooperative if any amount is outstanding under the Industrial Power Agreement, to be credited and applied upon any of the obligations, undertakings or conditions to be performed, observed or paid pursuant to the Guaranty Agreement.

6. **Maximum Aggregate Liability and Termination.** For purposes of KRS 371.065: (a) the amount of the maximum aggregate liability of the Guarantor hereunder is the sum of all payment and performance assurance obligations of Customer as specified and calculated in the Industrial Power Agreement, plus all interest accruing on the Guaranteed Obligations and fees, charges and costs of collecting the Guaranteed Obligations, including reasonable attorneys' fees; and (b) this Guaranty Agreement shall remain in full force and effect until, and shall terminate on the date which the Industrial Power Agreement also terminates; provided, however, that termination of this Guaranty Agreement on such termination date shall not affect in any manner the liability of the Guarantor with respect to: (i) claims by EKPC or Cooperative against Customer which arise under the Industrial Power Agreement prior to such termination date; or (ii) Guaranteed Obligations created or incurred prior to such termination date, and extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Guaranteed Obligations prior to, on or after such termination date.

7. **Miscellaneous.**

(a) This Guaranty Agreement shall be binding on the Guarantor's successors and assigns, and shall inure to the benefit of the Guarantor and Cooperative and their respective successors, transferees and assigns.



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**7/1/2024**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

brought in any one of the above-described courts or that any such suit, action or proceeding has been brought in an inconvenient forum.

**(k) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT GUARANTOR NOW HAS, OR MAY HAVE IN THE FUTURE, TO A TRIAL BY JURY ON ANY CLAIM, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY AGREEMENT.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

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

Title: \_\_\_\_\_

**JACKSON ENERGY COOPERATIVE  
CORPORATION**

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

Title: \_\_\_\_\_

**[GUARANTOR]**

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

Title: \_\_\_\_\_



Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 23  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 23

### INTERRUPTIBLE SERVICE

#### Standard Rider

The Interruptible Service is a rider to Rate Schedules 46, 47, and 48.

#### Availability of Service

This schedule shall be made available to any load center, to any member who will contract for an interruptible demand of not less than 500 kW, subject to a maximum number of hours of interruption per year and a notice provided as listed below.

#### Rate

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

NOTICE MINUTES	<u>ANNUAL HOURS OF INTERRUPTION</u>			T D
	<u>200</u>	<u>300</u>	<u>400</u>	
30	\$4.20	\$4.90	\$5.60	

#### Determination of Billing Demand

The monthly billing demand shall be 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:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>	
November through April	6:00 a.m. to 9:00 p.m.	T
May through October	10:00 a.m. to 10:00 p.m.	T

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 December 28, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Wright  
President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

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**2/1/2016**

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

Jackson Energy Cooperative Corporation

## INTERRUPTIBLE SERVICE

### Conditions of Service for Customer Contract

1. The customer will, upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the contract capacity level specified by the contract.
2. The Cooperative will endeavor to provide the Customer as much advance notice as possible of the interruption of service. However, the Customer shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperative's "General Rules and Regulations" or "Terms and Conditions" 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 or curtailment of this service.
5. The Customer shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Customer's premises, required for interruptible service.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least sixty days 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 Fuel Adjustment Clause and the Environmental Surcharge as specified in the governing rate schedule are applicable.
8. The Customer shall arrange his wiring so that interruptible service supplied under this rider shall be separately metered and segregated from firm service.
9. A Customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by the Customer. When the size to the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the company may elect to connect its circuits to different points on the Customer's system.
10. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the Customer.

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DATE OF ISSUE December 28, 2015

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ISSUED BY Carol Wajut  
President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**2/1/2016**

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

Jackson Energy Cooperative Corporation

### INTERRUPTIBLE SERVICE

#### Calculation of Monthly Bill

The monthly bill is calculated on the following basis:

- A. Sum o customer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate, plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, plus
- D. Energy usage in kWh multiplied by the energy rate.

#### Number and Duration of Interruptions

- A. There shall be no more than two (2) interruptions during any 24 hour calendar day. No interruption shall last more than twelve hours.
- B. The maximum number of annual hours of interruption shall be in accordance with the customer contracted level of interruptible service.

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#### Charge for Failure to Interrupt

If customer 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. Uninterrupted load is equal to actual load during requested interruption minus firm load.

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ISSUED BY Carol Wigit  
President & CEO

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**2/1/2016**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
4<sup>th</sup> Revised Sheet No. 26  
Canceling P.S.C. No. 5  
3<sup>rd</sup> Revised Sheet No. 26

### PREPAY ELECTRIC SERVICE

#### Standard Rider

This Prepay Electric Service is a rider to any and all rate schedules used by the Cooperative.

#### Availability

Available to all consumers receiving electric service.

#### Type of Service

Prepay Electric Service

#### Rates:

Monthly Program Fee	\$5.00
Prepay Processing	\$1.25

#### Minimum Monthly Charge

The minimum monthly charge for this rider is the program fee of \$5.00.

#### Terms & Conditions

This program is a voluntary program available to members of the Cooperative. Consumers receiving service under this tariff are required to enter into a contract for a minimum of one (1) year. Subject consumer will also receive instructions from the Cooperative orally and in written form on all aspects of this program and the in-house display that will be installed. Subject consumers will also sign a form that states that they have been properly instructed and fully understand this program prior to the installation of these in-home displays. Consumers may opt-out of receiving the in-home display and choose to receive their information and alerts via email or text messages.

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DATE OF ISSUE April 30, 2015

DATE EFFECTIVE June 5, 2015

ISSUED BY Caul Wugit  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. Dated

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

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**6/5/2015**

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

Jackson Energy Cooperative Corporation

## PREPAY ELECTRIC SERVICE

### Contracts/Agreements

Each member choosing the prepay option will be subject to all other applicable rules and regulations which apply to members using a tariff without the prepay rider. A member will be required to pay the membership fee and be entitled to all member benefits as other members. The membership agreement will include a statement providing the prepay option and will require a checkbox and signature. The membership agreement is for a minimum of 12 months, and the prepay agreement will follow this plan. However, if after a few months the member discovers the prepay option is not convenient for their lifestyle, then the member may revert to a tariff without the rider. At this point the member will be subject to conditions of the tariff without the rider, such as making a deposit with the cooperative. The member will also be asked to return any equipment that was issued to them as a participant of prepay (i.e. the in-home display).

### Charges and Assessments

- (A) Non-energy charges such as the customer charge will be pro-rated daily. For example if the customer charge is \$15.00 then 30 days equals \$.50 per day. Each day at a time specific, \$.50 will be deducted from the total balance of the account.
- (B) The fuel adjustment and the environmental surcharge will be credited or debited to the account based upon the purchase. The dollar amount will be the allocation for the month of the purchase.
- (C) At the time the account is activated with the prepay option, the initial purchase is recommended to be a minimum of \$100.00. Purchases beyond the point of activation may be in any increment of the members choosing and could be \$20.00 or less.
- (D) When a member converts from post pay to prepay and that member has a deposit on file with the cooperative, the deposit will not be refunded by converted into a credit on the account going forward. This is of course if the deposit is not needed to meet the original purpose of the deposit.
- (E) After a member has been disconnected for non pay and chooses the prepay option for reconnect, they will be offered a plan whereas future purchases will be split 70/30 until the old debt is retired. 70% will be applied to new purchases while 30% will be applied towards retirement of the previous balance. For this plan a \$350.00 previous account balance will be the maximum.

DATE OF ISSUE December 30, 2015

DATE EFFECTIVE February 1, 2016

ISSUED BY Carol Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2010-00210 Dated November 30, 2010.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**2/1/2016**

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

Jackson Energy Cooperative Corporation

### PREPAY ELECTRIC SERVICE

#### Member Benefits

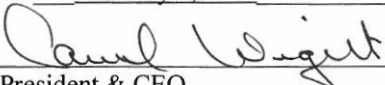
No deposit or late fees. The fact that you prepay for electric power means that there is no requirement for the member to pay a deposit with Jackson Energy. Considering that many deposits are running \$500.00 or more, this allows the member the benefit of having more spendable assets. The same holds true for the late fee. A typical member who pays the late fee will save \$78.00 annually. Also there is no disconnect/reconnect charges.

#### Other

- (A) Refunds and credits: When a member decides to leave the program and they have a credit to their account they will have two options, 1) make some agreement with the new owner/tenant as to the balance, or 2) request a refund from Jackson Energy and have power disconnected.
- (B) Members will continue to receive monthly information much like the statement received by post pay members.
- (C) Should a member choose this plan and after a few months decides to discontinue, that member needs only to return the equipment issued them and meet the requirements of a non prepay member and Jackson Energy will continue to serve them under a new agreement.
- (D) Payment for damaged equipment. The member will be billed for damaged equipment such as the meter, collar or in-house display when such damage occurs as a result of neglect by the member. This will be in accordance as set forth in the rules and regulations.

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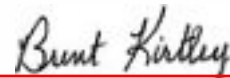
ISSUED BY   
President & CEO

Issued by authority of an Order of the Public Service Commission  
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**2/1/2016**

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

Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

Availability

The KY Energy Retrofit Rider is a voluntary tariff available to customers for the purpose of improving resource efficiency and reducing energy consumption and net customer bills. The Rider is only available to qualifying customers taking service under Schedule 10 Residential Service and Schedule 20 Commercial Service Less Than 50 KW.

Retrofit Investment and Repayment Terms

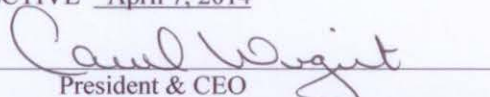
1. No up-front investment is required by participating customers. The initial cost of approved efficiency measures will be paid by the Company or its Agent.
2. The Retrofit repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.
3. Retrofit program costs shall be recovered through a monthly line item Retrofit Project Charge on the utility bill.
4. The Retrofit Project Charge shall be part of the Company's charges for basic utility service. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.
5. The Retrofit Project Charge must be less than ninety (90) percent of the estimated average savings associated with the investment.
6. The Company or its agent will be responsible for estimating resource savings and developing a Conservation Plan upon which the Retrofit Project Charge will be based.
7. Although the Company and its Agent(s) expect that all participation customers will receive lower monthly utility bills, there is no guarantee of savings.
8. If a Retrofit Measure is reported to be faulty, the Company or its agent will assess (verify the failure), suspend Retrofit Project Charge to the degree that savings are compromised, initiate and verify repairs, assign cost to responsible party and reinstitute Retrofit Project Charges.
9. When an account is closed, the outstanding balance of the Retrofit obligation remains with the meter/facility until the account is reopened, combined with another account/service or its meter/facility is transferred to a new customer, at which time Retrofit repayments will resume as part of service to that meter/facility until paid in full.

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DATE EFFECTIVE April 7, 2014

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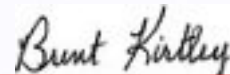
  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00398 Dated April 7, 2014

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**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

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**4/10/2014**

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

Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

Conservation Plan

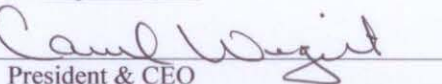
The Conservation Plan will be developed by the Company or its Agent and specify measures recommended by the Company to the prospective Retrofit customer. The Conservation Plan includes:

1. Plan Scope – The Conservation Plan will include a detailed description of each retrofit option proposed. The estimated and maximum amounts of financing the Company/its Agent would pay/invest towards each retrofit would be identified. If energy savings are not completely justified on a cost basis the Conservation Plan will include the amount a customer would pay or invest to ‘buy down’ the remaining project balance to what can be amortized by energy savings/on-bill repayment. There will also be a financial summary of the cumulative projected on-bill repayment including: amount of cumulative program fees repaid; amount of cumulative interest repaid; amount of cumulative principle repaid; and total amount to be repaid over the life of the investment.
2. Estimated Resource Savings – The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimated and will use generally accepted modeling software and techniques.
3. Retrofit Project Charge – The charge to be included on the customer’s utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the Retrofit Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of Retrofit Project Charge for the benefit of customers who meet qualifying guidelines of such funding sources. In calculating the Project Charge, the Company may add five (5) percent of the capitalized cost of proposed projects as bid by contractors or vendors to offset Retrofit program costs. The annual interest rate used to calculate the Retrofit Project Charge shall be no more than the cost of capital used by the capital provider to finance the project. (T)
4. Retrofit Project Charge – A customer or landlord may be charged a \$200 Audit fee for complete Conservation Plans. The charge will be waived for program participants or when the Conservation Plan yields less than \$1,000 in improvements that can be paid for by the Company through the program. The charge will be assessed no sooner than (90) days after the Conservation Plan has been provided to the customer. (T)

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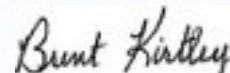
  
President & CEO

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**PUBLIC SERVICE COMMISSION**

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**4/10/2014**

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

Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

5. Number of payments – The number of payments for which Retrofit Project Charge will apply at the premises. In no case shall the duration of the Retrofit Project Charge exceed seventy-five (75) percent of the estimated life of the measure or fifteen (15) years, whichever is less.
6. In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the customer's bill until all measures have been completed.

A customer's and landlord's signature on the Retrofit Agreement shall indicate acceptance of the Conservation Plan.

"BUY DOWN" ALTERNATIVE

A customer or landlord may elect to "buy down" the cost of implementing an efficiency measure so that the Retrofit Project Charge will be less than the average estimated monthly savings. In this way, measures that might not otherwise yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the customer or landlord or a third party must agree to pay the amount required to buy down said measure(s) such that the Retrofit charge is no greater than (90) percent of the estimated savings.

NEW STRUCTURES

A customer or owner may utilize this Rider to install high efficiency equipment of measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or "standard" efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the contractor, customer or owner. Under any circumstances, the Retrofit Project Charge to appear on the participant's bill must be less than the average estimated cost of resources saved by the purchase of the higher efficiency equipment or measures.

RESPONSIBILITIES

Responsibilities, understandings and authorizations of the customer, Company, landlord (if applicable) and Participating Contractor shall be evidenced by this Rider and written agreements, notifications and disclosure/consents, the forms of which are incorporated into this Rider by reference.

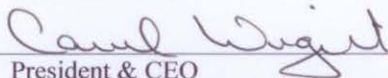
The Company/its Agent(s) will

1. Market and administer the program,
2. Prequalify eligible locations,

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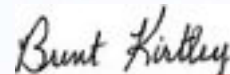
  
President & CEO

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**4/10/2014**

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

Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

3. Perform energy audits to produce Conservation Plans,
4. Certify and maintain a list of Contractors, and arrange for a certified Contractor to install retrofit measures,
5. Act as Customer's representative in verifying suitability of proposed retrofits, estimated savings, satisfactory installation of retrofit measures, and evaluating ongoing performance or need for repair of measures,
6. File UCC disclosures with County Clerk for each location, and
7. Disclose pre-existing retrofit investment benefits and costs to new customers.

The Company will not be liable for any decisions or actions taken by its Agent, including but not limited to selection of measures, savings estimates, decisions on repairs or extending payment terms to collect missed payments and repair costs, or injury or damages to homes related to installation or use of retrofit measures.

The Company will not be liable for any failure by the previous occupant, building owner or landlord to disclose a customer's payment obligation.

The Company will not be liable for Contractor's work. Any verification by the Company or its Agent and request that the Company initiate Retrofit charges in no way limits the installing Contractor's and product manufacturer's liability as per contractual agreement with the Company/its Agent and under State law.

The written agreements include:

1. Ky Retrofit Purchase Agreement – Establishes permission and terms for program participation, clarifies charges involved in the program, roles and responsibilities of each party, and notification requirements. Customer responsibilities include signing agreement to participate, providing access to the Company, its Agent and retrofit Contractor(s) for audit, retrofit, inspection and repairs, payment of retrofit charges included in utility bills, becoming informed about routine operation of retrofits, informing the Company if an installed retrofit measure fails or malfunctions, being responsible for all costs associated with Customer damage or neglect and accepting cost for out-of-warranty repairs. Owner responsibilities include agreeing to have retrofit installed, maintaining retrofits, written notification to prospective tenants or purchasers of the property so new occupants sign that they are informed of the energy investment

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ISSUED BY Carol Wight  
President & CEO

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**KENTUCKY**  
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TARIFF BRANCH

Brent Kirtley

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**4/10/2014**

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

Jackson Energy Cooperative Corporation

### KY ENERGY RETROFIT RIDER

burden on the meter, and fulfillment of Customer responsibilities any time metered location is in the Owner's name. Residential locations will have repayment terms of up to 15 years, while commercial property locations will have a maximum repayment term of 10 years and require loan security on investments greater than \$20,000.

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2. Master Contractor Agreement – Establishes that the contractor agrees to do the work as specified in the Conservation Plan. If the contractor needs to deviate from the Conservation Plan, the contractor will secure written authorization from the Company in advance. The Contractor is responsible for all aspects for his/her work, energy savings if provided, and all permits, insurance coverage, warranties, bonding and representation. The contractor will not charge more than the final approved estimate for work performed. The Agreement states that the Company is not responsible for the contractor's work, but the Company does act as an intermediary in attempting to resolve any disputes.

### TRANSITION IN ROLES

Unless otherwise specifically set forth in a standard Retrofit purchase agreement made part of this Rider, responsibility for outstanding Retrofit obligations falls on the successor party when the roles of the customer, owner or tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a tenant purchases an apartment complex, that individual assumes the obligation of owner if disclosure is made and consent is obtained.

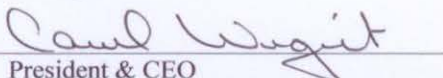
### FAILURE TO MAKE REPAYMENT

The customer or landlord is obligated to pay for overall utility service which includes both the electric service provided and the repayment of the energy efficiency investment as presented on the monthly bill. In the event no payment is made and the total monthly bill becomes past due, then delinquency will be handled in accordance with the Company's approved Terms and Conditions.

DATE OF ISSUE April 10, 2014

DATE EFFECTIVE April 7, 2014

ISSUED BY

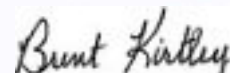
  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00398 Dated April 7, 2014

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**4/10/2014**

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

Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

OTHER

1. This Rider applies to Retrofit measures permanently installed as fixtures at the premises. Portable efficiency products such as commercial lighting may be included where preapproved and documented by the Company/its Agent. The Company will solely determine which measures or products may be included in the Retrofit Program. (T)
2. Measures will be owned by the capital provider for tax or carbon credit purposes until Retrofits have been fully paid off, however if tax credits can only be applied for by the Customer, the Customer shall retain eligibility. (T)
3. The Company or its Agent will determine the eligibility of a customer based upon the customer's bill payment history with the Company, projected energy savings and program capacity. At its sole discretion, the Company may determine a property is not eligible for the program and does not qualify for this rider if:  
  - a. The structure has an expected life shorter than the payback period, or
  - b. The structure does not meet applicable public safety or health codes.(T)
4. At its sole discretion, the Company will determine the maximum Retrofit program investment in any year.
5. The initial term of the Retrofit Investment Agreement may be extended by the Company or its Agent to recover its costs for out-of-warranty repairs or missed payments.
6. If a location is dormant for more than one year, or the underlying facility has been destroyed, any outstanding retrofit balance net of insurance reimbursement may be charged as loss in accordance with the Company's approved Terms and Conditions. (T)

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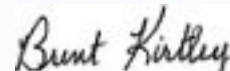
  
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jackson Energy Cooperative Corporation

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For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 35  
Canceling P.S.C. No. 5  
Original Sheet No. 35

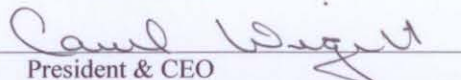
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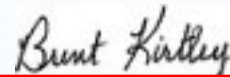
  
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**4/10/2014**

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

# Energy Efficiency Measure Purchase Agreement

Customer Name: \_\_\_\_\_ Agreement Date: \_\_\_\_\_, 20\_\_\_\_

Customer Mailing Address: \_\_\_\_\_

Service Address: \_\_\_\_\_

Customer Phone - day: \_\_\_\_\_ evening: \_\_\_\_\_ mobile: \_\_\_\_\_

Account #: \_\_\_\_\_ Meter/Location ID: \_\_\_\_\_ Occupancy: \_\_\_\_\_ Owner  
Renter

Property Owner's Name: \_\_\_\_\_ Co-Owner Name: \_\_\_\_\_

Owner's Phone: \_\_\_\_\_ Co-Owner Phone: \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Co-Owner Address: \_\_\_\_\_

## 1. ENERGY EFFICIENCY MEASURE(S) PURCHASED, NOT-TO-EXCEED COST & ESTIMATED SAVINGS

Energy Efficiency Measure(s)*	Projected Cost	Not to Exceed Monthly Payment**	Est # Payments	Current value of projected savings (yr)
<b>Energy Efficiency Measure Product(s) Total</b>				

\* Detailed description of products(s) and specifications for installation included in the attached Conservation Plan.

\*\* Total Monthly payment amount(s) include a portion of Energy Efficiency Measure program costs.

## 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company. Customer's Initials \_\_\_\_\_

## 3. PURPOSE OF THIS AGREEMENT

This Agreement permits the Energy Efficiency Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and to disclose any payment requirement to future tenants and to any purchaser of these premises pursuant to Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in

Owner's Initials _____
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<i>Brent Kirtley</i>
<b>EFFECTIVE 2/10/2011</b>
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implementing, maintaining, disclosing and paying for the above mentioned Energy Efficiency Measures.

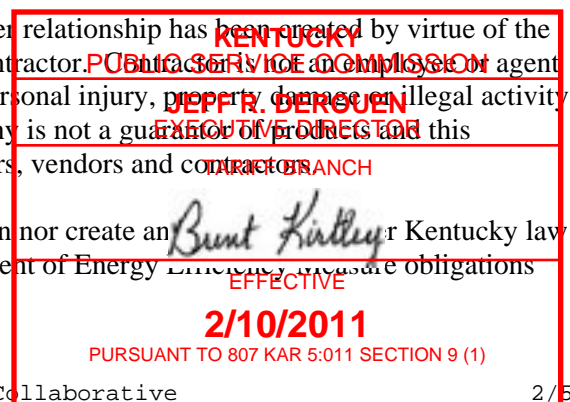
#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

- 4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Energy Efficiency Measures.
- 4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Energy Efficiency Measures, all remaining payments will be due with the final bill.
- 4.3 Maintain the installed Energy Efficiency Measure measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.
- 4.4 Customer shall notify the Company if any of the above Energy Efficiency Measures stop working. The Company/its Agent will verify Energy Efficiency Measure failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Project Charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Energy Efficiency Measure payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Energy Efficiency Measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Energy Efficiency Measure payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

- 4.5 Capital Provider will own the installed Energy Efficiency Measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.
- 4.6 In some cases,(where the portable equipment replaced belonged to the meter holder) Customers may relocate portable Energy Efficiency Measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Energy Efficiency Measures to their new account .
- 4.7 Customer will make a good faith effort to participate in KY Energy Retrofit Rider program follow-up surveys for the purpose of evaluating the effectiveness of the Energy Efficiency Measures and to provide information requested by the Public Service Commission and state Energy Office.
- 4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. ~~But not as an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.~~
- 4.9 Customer understands that this Agreement does not constitute a loan nor create an ~~Energy Efficiency Measure~~ obligations pertaining to consumer credit or mortgage financing. Early repayment of Energy Efficiency Measure obligations shall not result in any prepayment discounts nor refunds.



## 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

- 5.1 Assign the KY Energy Retrofit Rider Tariff to this location which shall remain in full force until the final Project Charge has been paid in full.
- 5.2 Be its representative to coordinate and facilitate the installation of the Energy Efficiency Measures listed above and related work including arranging for repair or replacement if any of the Energy Efficiency Measures fail prior to the Customer making the final payment.
- 5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Energy Efficiency Measures and related work.
- 5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

## 6. OWNER RESPONSIBILITIES AND UNDERSTANDING

- 6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Energy Efficiency Measure repayment whenever utility service to the above reference service location is in the Owners' name.
- 6.2 Owner shall make all remaining KY Energy Retrofit Rider payments upon closing their utility account or upon sale of the property or disclose the monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.
- 6.3 Owner will maintain installed Energy Efficiency Measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Energy Efficiency Measure measure(s) .
- 6.4 Owner will be responsible for cost associated with owner damage.
- 6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Energy Efficiency Measure obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Energy Efficiency Measure products installed in the premises.
- 6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Energy Efficiency Measure obligations shall not result in any prepayment discounts nor refunds.
- 6.7 Owner warrants that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Energy Efficiency Measures including but not limited to their installation, removal, and program costs.

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TARIFF BRANCH <i>Brent Kirtley</i>
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## 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

- 7.1 Arrange for installation of the Energy Efficiency Measures listed above and detailed in the Conservation Plan.
- 7.2 Assign the KY Energy Retrofit Rider Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Energy Efficiency Measure measure is removed by Owner.
- 7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Energy Efficiency Measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Energy Efficiency Measures. Owner understands that when an independent contractor installs Energy Efficiency Measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.
- 7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.
- 7.5 Issue payment for Energy Efficiency Measure products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Energy Efficiency Measure measure(s).
- 7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Energy Efficiency Measure costs noted above.
- 7.7 Record a UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Energy Efficiency Measure obligations to successor customers at this location.

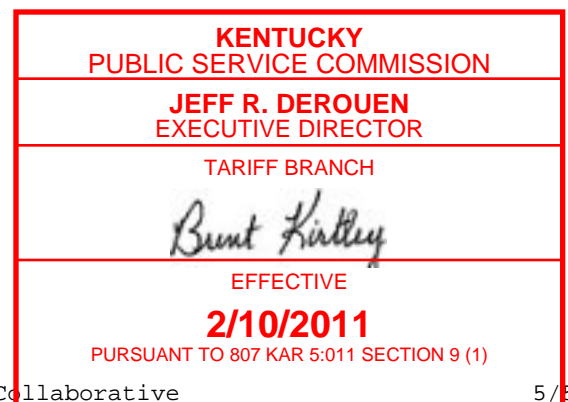
## 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

- 8.1 This Agreement shall remain in full force and effect until the final Energy Efficiency Measure payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.
- 8.2 No related payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.
- 8.3 If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Energy Efficiency Measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.
- 8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Energy Efficiency Measure measure(s).
- 8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be made in writing and signed by a duly authorized representative of both parties to this Agreement.

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<b>JEFF R. DEROUEN</b> Executive Director
TARIFF BRANCH
<i>Brent Kirtley</i> EFFECTIVE
<b>2/10/2011</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 8.6 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page.
- 8.7 Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Energy Efficiency Measure measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.
- 8.8 In the event of any dispute arising over the Energy Efficiency Measure program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.
- 8.9 Company's Energy Efficiency Measure program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Efficiency Measure Rider.
- 8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Customer	Date Signed
Owner	Date Signed
Co-Owner	Date Signed
Company	Date Signed



# KY Energy Retrofit Rider - Participating Contractor Master Agreement

Contractor Name: \_\_\_\_\_ Agreement Date: \_\_\_\_\_, 20\_\_\_\_

Contractor Mailing Address: \_\_\_\_\_

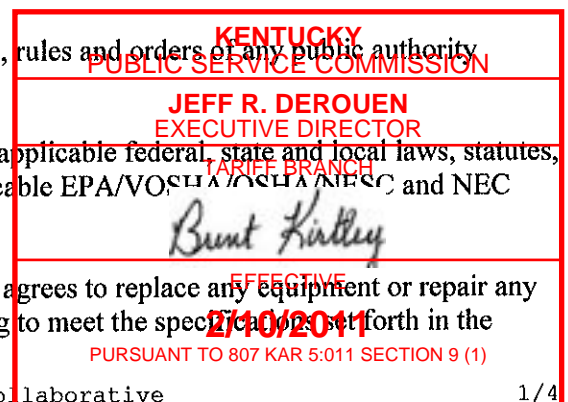
Contractor Phones - mobile: \_\_\_\_\_ day: \_\_\_\_\_ evening: \_\_\_\_\_

## 1. PURPOSE OF THIS AGREEMENT

The Contractor is engaged in the business of selling and/or installing resource saving equipment, products and services. By agreeing to the provisions of the KY Energy Retrofit Rider Program, the Contractor becomes a participating Contractor in the Program to install Energy Efficiency measures to improve the resource efficiency for Customers served by Company. This agreement describes roles, responsibilities, and understandings of the Contractor and the Company/its Agent(s).

## 2. CONTRACTOR RESPONSIBILITIES AND UNDERSTANDINGS

- 2.1 Contractor shall submit a binding bid for Energy Efficiency measures to the Company. Energy Efficiency measures may include equipment, products and/or services that result in resource savings and lower bills. Company will be solely responsible for determining whether proposed measures meet the general or economic criteria for inclusion in the KY Energy Retrofit Rider program.
- 2.2 Approved Energy Efficiency measures, specifications and costs for each project shall be as set forth in a Conservation Plan developed by Company/its Agent and subject to this Agreement. An executed Conservation Plan will be considered an instruction to Contractor to commence work.
- 2.3 Contractor understands that only non-portable efficiency measures installed on premises permanently anchored to a foundation are eligible unless explicitly included in conservation plan. Savings must be greater than the monthly Project Charge calculated by Company/its Agent.
- 2.4 Contractor shall be solely responsible for determining the materials and products to be installed, and the means and methods of installation. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, and other items necessary to satisfy the binding bid and meet the terms of this Agreement.
- 2.5 Contractor shall complete approved Energy Efficiency work in a timely manner. Upon completion, Contractor shall instruct Customer and Tenant(s), if applicable, on the proper use, operation and maintenance of Retrofit measures.
- 2.6 Contractor will provide for timely removal of debris resulting from installation or repairs of Retrofit projects unless otherwise stipulated in writing with the Customer.
- 2.7 Contractor is responsible for the conduct of its employees or agents. Contractor will be responsible for any costs associated with damage to property of Customer or Tenant(s) caused by its employees or agents.
- 2.8 Contractor will secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work.
- 2.9 Contractor will give all notices and comply with all laws, ordinances, rules and orders of any public authority bearing on the performance of the work.
- 2.10 Contractor is obligated to make certain that its work conforms to all applicable federal, state and local laws, statutes, building codes and regulations, including but not limited to all applicable EPA/VOSH/ASHRAE/NEC and NEC rules and regulations.
- 2.11 Upon post-installation inspection by Company/its Agent, Contractor agrees to replace any equipment or repair any condition resulting in Energy Efficiency measure performance failing to meet the specifications set forth in the



Conservation Plan of any project. Contractor agrees to pay Company for the cost of follow-up inspections which result in rework. Any inspection by Company or initiation of Project Charge on responsible party's utility bill in no way limits either Contractor's or product manufacturer's liability as set forth herein or under Kentucky law.

- 2.12 Contractor shall purchase and maintain a minimum of \$1 million of such comprehensive general liability and other insurance which will provide protection from claims arising from the result of Contractor's performance on any Retrofit project. Contractor shall also maintain insurance coverage consistent with requirements of any regulatory or licensing body associated with the services provided. Any property damage or bodily injury claims related to the performance of this Agreement in excess of insurance limits or not covered by comprehensive liability, worker's compensation, or automobile liability insurance are the responsibility of the Contractor.
- 2.13 Contractor understands that an independent relationship has been created between Customer and Contractor. Contractor is not an employee or agent of the Company. Company will not be liable for personal injury or property damage caused by Customer, Tenant(s) (if different from Customer), Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by Contractor.
- 2.14 Contractor understands that Company's roles under this Agreement are limited to: (1) Providing efficiency guidance to Customer and Contractor, (2) Approving measures that qualify for the program (3) Inspecting to ensure quality and investigating when Customer's raise concern about performance of measures. (4)Facilitating payment to Contractor for approved Energy Efficiency measures, (5) Collecting Project Charge revenue from the party responsible for utility bills, and (6) Facilitating dispute resolution.
- 2.15 In the event of any dispute arising over the Retrofit program between Customers, Tenant(s) and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.
- 2.16 Contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of and compliance with the requirements of the Kentucky One-Call "Dig Safe" program. Contractor is responsible for working around existing utilities and agrees to defend, indemnify and hold harmless Company and Customer for any and all claims for damages to such utilities.
- 2.17 Contractor understands that failure to abide by the terms of this Agreement may result in disallowance of Contractor's subsequent participation in the KY Energy Retrofit Rider program in addition to any other remedies afforded to offended parties. Any such disallowance shall be at Company's sole discretion.

### 3. PAYMENT FOR RETROFIT PROJECTS

- 3.1 Contractor should notify Company when work on a Retrofit Project is complete. When work is considered complete and satisfactory, Company will pay to Contractor and Customer jointly the outstanding balance of the amount agreed upon in the Conservation Plan. For projects with equipment purchases costing more than one-thousand (1,000) dollars, Company will pay Contractor in advance up to fifty (50) percent of the total project cost agreed upon in the Conservation Plan provided Contractor is bonded at or above the amount of the advance.
- 3.2 In lieu of supplying a bond, Contractor has the option of performing work and receiving full payment upon satisfactory completion, with check payable to Contractor.
- 3.3 Work shall be considered complete and satisfactory when Customer and Company have signed off that the work is complete and acceptable. Acceptance is signified by endorsement of the check written by Company jointly to Customer and Contractor for the approved Energy Efficiency measures. Company/its agent may waive Customer/owner acceptance of work as a requirement for payment if it deems work acceptable.

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- 3.4 In the event the Company/its Agent documents that work has not been completed as specified in the Conservation Plan/work order, the Company/has the Contractor's permission to withhold from final payment a penalty amount of \$500 for each failed inspection conducted by the Company/its Agent.

#### 4. WARRANTIES

- 4.1 Contractor will warrant to Customer that all materials and equipment furnished under this Agreement will be new, and that all work will be of good quality, free from faults and defects.
- 4.2 Contractor will guarantee its workmanship, including all parts and labor, for a period of one year from date of final payment and acceptance of the work.
- 4.3 Contractor warrants that the resource efficient products designed and installed by the Contractor will meet Customer's requirements.
- 4.4 Contractor will extend to Customer all manufacturer's warranties for material and equipment installed. Contractor agrees to provide copies of all warrantee information to Customer should such information exist. Said warranties will not in any way limit Contractor's obligations as set forth above.

#### 5. INDEMNIFICATION

- 5.1 Contractor shall assume all liability and shall defend, indemnify and hold harmless Customer, Tenant, Owner and Company, individually, against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation and the defense of any such claims or actions.
- 5.2 In addition to the indemnification set forth above, Contractor agrees to indemnify, defend and hold harmless the Customer, Tenant, Owner, and Company and any and all of Company's officers, employees, contractors and agents from and against any costs or damages resulting from enforcement or nuisance actions brought by any governmental entity or third party arising from the handling, removal and/or disposal of Hazardous Materials from the project, such costs to include but not be limited to costs of remediation, fines, penalties, and legal costs incurred in the defense of such actions either in a court of law or an administrative proceeding including reasonable fees and disbursements of attorneys and consultants, property damage, personal injury and third party claims.

#### 6. TERMINATION

- 6.1 This Agreement may be terminated either by Company or Contractor with seven (7) days written notice from one party to the other.
- 6.2 In the event of termination, Contractor will be paid for any work completed to the satisfaction of Customer, less the cost of Company's estimate of the additional cost that might be incurred in completing work in progress and started under this Agreement. Company may delay such payment until such time as another contractor has signed an agreement to complete the remaining work.

#### 7. CHANGES IN WORK

- 7.1 Contractor shall not make changes to the work which either increase or decrease the Agreement price, without the written approval of Company and Customer. Said changes include but are not limited to or alterations of specified materials or equipment, relocations and replacements. Additional costs may render proposed measures uneconomic and not acceptable as Energy Efficiency measures.

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- 7.2 The cost or credit resulting from such change shall be determined by lump sum, mutually agreed to by Company, Customer, Owner and Contractor and supported by substantiating data. If the parties are unable to agree, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 8.2 This Agreement may not be assigned nor any of the rights and duties hereunder without the prior written consent of Contractor and Company.
- 8.3 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by United States Postal Service, First Class Mail, to the addresses shown in this Agreement.
- 8.4 If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This agreement is governed by Kentucky law.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

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TARIFF BRANCH

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**2/10/2011**

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

# Transfer Customer Retrofit Disclosure Form

**Energy Retrofit measures were installed at this location to save on utility costs. Monthly Retrofit charges will appear on your electric/gas bill. The savings are estimated to be significantly greater than the charges.**

## **Read below to understand what this means.**

This form should be signed prior to signing a lease or purchase agreement for this property.

Property Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

Location ID: \_\_\_\_\_

Whoever pays the utility bills at this location will be required to make monthly payments to Company for cost-saving energy Retrofit measures installed here. Payments will continue until the required number of payments for these measures has been paid. These measures were installed to lower the utility bills for this location. If you decide to occupy the premises you will get these lower utility bills. Therefore, you will help pay for these products as long as you receive the savings and there are remaining payments to be paid. The savings are estimated to be greater than the charges.

If you want more information **before buying this property or signing a lease**, you can call Jackson Energy (1-800-262-7480) to learn about the:

- Specific Retrofit measures installed,
- Monthly payment amount,
- Number of payments remaining, and
- Your estimated savings.

When you request utility service, Company will send you a form outlining your Retrofit related Customer Responsibilities, including:

- Making monthly payments,
- If you rent, promptly reporting to your landlord if a Retrofit measure stops working, and,
- If you own the property, maintaining the measures in good working condition as long as payments are due.

My signature below indicates that I have read or have had this form read to me. I understand my obligation to make monthly payments for the Retrofit measures installed at this location should I choose to rent or buy the premises. I am signing this form before signing any purchase or lease agreement.

(Purchaser/Renter) Signature \_\_\_\_\_ Date \_\_\_\_\_

(Purchaser/Renter) Name (print) \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**2/10/2011**

# Efficiency Plan

Customer Name JF  
 Owner Name JF  
 Account # 00001  
 Utility Name MACED  
 Assessor's Name JF  
 Date of Assessment 12/20/2010  
 Current Rate 0.068 per kWh

## How your Home uses Electricity

*Your home uses energy for heating, cooling, and base load (which is everything that is not heating or cooling).*

	Estimated Use (yr)	Amount Wasted
🔥 Heating	11,805 kWh	- kWh
❄️ Cooling	15,911 kWh	7,365 kWh
⚡ Base Load	1,793 kWh	- kWh
	<b>29,509 kWh</b>	<b>7,365 kWh</b>

**25%**
**of the energy you buy is going to waste**

## Smart Energy Efficiency Improvements

- ✓ Improve Attic Insulation
- ✓ Improve Floor Insulation
- ✓ Reduce Duct leakage
- ✓ reduce air leakage
- ✓ 0
- ✓ 0
- ✓ 0

Estimated Value of Measures:	\$4,850
Not to exceed amount	\$5,755

**Energy Efficiency** is different than Energy Conservation.

Energy Efficient measures deliver the same and often better performance than current equipment while also using less energy. Energy Conservation measures are actions that you can take to reduce your energy consumption such as turning off lights or taking shorter showers.

Your current electrical usage is equivalent to:

**56**
**60W light bulbs**
**14**
**Number we can turn off**
**\$500**
**Approx. annual cost of wasted energy**
**\$370**
**Approx. annual project charges**

The project charge will appear on your bill monthly. It has been calculated to be less than the value of the savings and to pay back the cost of the improvements over time so that the cost of the improvements will no longer appear on your bill.

*Brent Kirtley*

EFFECTIVE

**2/10/2011**

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

## Next Steps

1. Sign Purchase Agreement
2. Select contractor and schedule the job
3. Energy Specialist returns to inspect completed work
4. Savings begin and project charge appears on utility bill.

*If, after operation, any of the upgrades fail, the Utility will reevaluate the work.*

## Acceptance:

### *I understand that:*

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but not limited to: thermostat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under the Kentucky Energy Retrofit Rider.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback

		<u>Estimate</u>	<u>Not to Exceed</u>
	<i>Project Charge</i>	\$31.00	\$37.56
	Estimated Materials and Labor	\$4,850.00	\$5,755.11
<i>Payback Period (years)</i> 15	Project Management Fee (5%)	<u>\$242.50</u>	<u>\$287.76</u>
<i>Cost of Capital</i> 3.00%	Estimated Total Cost of Work	\$5,092.50	\$6,042.86
	Total Interest over life of payback	<u>\$487.23</u>	<u>\$718.21</u>
	Total Payments over life of payback	\$5,579.73	\$6,761.07

Signed:

signature

printed name

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

date

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**2/10/2011**

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

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEY/BAILOR	<input type="checkbox"/> SET	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(S) [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA					

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

2/10/2011

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

## Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

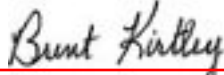
If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
  - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
  - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.  
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1a or 1b.
- 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
- 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only for the convenience of reference. Filer may enter Executive Director information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

**Note:** If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b> <b>OFFICE OF THE CLERK</b> <b>EXECUTIVE DIRECTOR</b> <b>TARIFF BRANCH</b>  <b>EFFECTIVE</b> <b>2/10/2011</b> <b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>
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**JACKSON ENERGY COOPERATIVE CORPORATION**

**OUTDOOR LIGHTING  
CONTRACTUAL AGREEMENT AND APPLICATION**

This Application Agreement made by and between Jackson Energy Cooperative Corporation and \_\_\_\_\_ at \_\_\_\_\_ is for the sole purpose of outdoor lighting provided by Jackson Energy Cooperative Corporation.

The outdoor lighting fixture will be provided and installed on an existing Cooperative pole, and will be billed as a monthly charge to the member at the address in paragraph one (1) of this Application Agreement. When a pole is non existent the member may choose to pay an up-front installation cost or pay an additional monthly charge.

The Cooperative shall provide all maintenance for light at no additional charge except that when maintenance is required because of willful mistreatment, vandalism, or other than normal maintenance. This Application Agreement allows for authorized representatives of the Cooperative to enter upon the member's premises to provide necessary maintenance including the trimming of trees.

This Application Agreement is for \_\_\_\_\_ light(s) at the address listed above, lights that are located at address other than above shall have separate Application Agreement.

The monthly charge will continue for as long as the light is at the address listed above, and shall be binding to no less than 12 months. In the event that an additional pole installation cost becomes part of a monthly charge, the member shall be bound to 60 months. Should the member deem it necessary to void this Application Agreement before the one (1) or five (5) year expiration date, member shall pay in full for the remaining time up to the expiration date or have the charges billed to another active account in their name.

This Application Agreement will become effective on the date that light is installed, and the billing will be billed along with the member's regular monthly charges for kWh usage.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**AUG 22 1997**

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

Jackson Energy Cooperative Corporation

**Section EDR**  
**Economic Development Rider**

**Applicability**

The EDR is available in all the service territory served by Jackson Energy Cooperative Corporation ("Jackson Energy").

**Availability**

Available as a rider to qualifying Jackson Energy 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, Jackson 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, Jackson 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, Jackson Energy, and the customer concerning the affected portion of the customer's ED Base Load.

DATE OF ISSUE July 1, 2014DATE EFFECTIVE June 20, 2014ISSUED BY Paul Wigel  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2014-00047 Dated June 20, 2014.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**6/20/2014**

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

Jackson Energy Cooperative Corporation

**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:
- During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
  - 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.
  - 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 description of the new load to be served;
  - The number of new employees, if any, the customer anticipates employing associated with the new load; and
  - 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.
- 7) For purposes of this tariff, a new customer is defined as one who becomes a customer of Jackson Energy on or after January 1, 2013.

DATE OF ISSUE July 1, 2014DATE EFFECTIVE June 20, 2014ISSUED BY Paul Wight  
President & CEOIssued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2014-00047 Dated June 20, 2014.**KENTUCKY  
PUBLIC SERVICE COMMISSION****JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**6/20/2014**

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

Jackson Energy Cooperative Corporation

**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 Jackson 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.

DATE OF ISSUE July 1, 2014DATE EFFECTIVE June 20, 2014ISSUED BY Paul Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2014-00047 Dated June 20, 2014.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**6/20/2014**

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

Jackson Energy Cooperative Corporation

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 Jackson 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 Jackson 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.

DATE OF ISSUE July 1, 2014DATE EFFECTIVE June 20, 2014ISSUED BY Paul Wight  
President & CEOIssued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2014-00047 Dated June 20, 2014.**KENTUCKY**  
PUBLIC SERVICE COMMISSION**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**6/20/2014**

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

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Jackson Energy Cooperative Corporation

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## TERMS AND CONDITIONS

### Standard Nominal Voltage

The voltage provided to any Cooperative Member shall depend upon the voltage of the Cooperative's line serving the area in which the Cooperative Member is provided electric service.

Electric service provided under the Cooperative's rate schedules will be 60 hertz alternating current delivered from various load centers at nominal voltages and phases as available in a given location as follows.

### Secondary Distribution Voltages

- **Residential Service**
  - Single phase 120/240 volt three-wire service, or 120/208 volt three-wire service where network system is available.
- **Non-Residential Service**
  - Single phase 120/240 volt three wire service, or 120/208 volt three-wire service where network system is available.
  - Three phase 120/208 volt four-wire service, three phase 120/240 volt four-wire service, or 277/480 volt four-wire service.

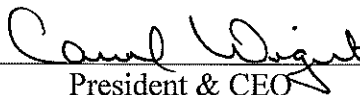
### Primary Distribution Voltage

The Cooperative primary distribution voltage is 7,200/12,470Y volt.

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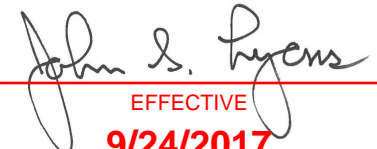
DATE OF ISSUE: August 24, 2017

DATE EFFECTIVE: September 24, 2017

ISSUED BY:   
President & CEO

Issued by authority of the Public Service  
Commission of Kentucky

Dated

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>John Lyons</b> ACTING EXECUTIVE DIRECTOR 
EFFECTIVE <b>9/24/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Rate EM – Earnings Mechanism – Member Tariff**

**Applicability**

In the service territory of Jackson Energy Cooperative Corporation (“Jackson Energy”).

**Availability**

Available to retail members pursuant to Paragraph 6 of the Joint Stipulation, Settlement Agreement and Recommendation approved in East Kentucky Power Cooperative, Inc.’s (“EKPC”) base rate case, Case No. 2021-00103 and EKPC’s EM Tariff filing, Case No. 2021-00429.

**Purpose**

EKPC has committed to return any excess margins to its Owner-Member Cooperatives for contemporaneous pass-through to End-Use Retail Members (“retail members”) in the form of a bill credit in the event that EKPC achieves per-book margins in excess of a target TIER in any calendar year. Any excess margins to be returned will be allocated based upon the percentage of each EKPC rate class’s total revenue for the most recent calendar year. EKPC will make an annual filing with the Commission setting forth its calculations of margins and any required bill credit for the most recent calendar year on or before April 30<sup>th</sup> of the following year.

**Methodology**

**Allocation of Excess Margins from EKPC.** EKPC will determine the allocation of the excess margin for the most recent calendar year and will prepare and provide to Jackson Energy a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. Jackson Energy will then calculate the bill credit applicable to its retail member and will file that calculation with the Commission in the same manner that EKPC files its calculation with the Commission each year.

**Calculation of Bill Credit.** Jackson Energy will calculate the bill credit applicable to its retail members in the following manner:

- a. Jackson Energy will determine which of its retail rate schedules correspond with the EKPC wholesale rate classes. Using the same calendar year as EKPC, Jackson Energy will determine the total revenues for the set of its rate schedules that correspond with each EKPC rate class.
- b. Jackson Energy will determine the percentage of the total revenues for each of its rate schedules that correspond with the applicable EKPC rate class.

Date of Issue: October 2, 2023

Date Effective: September 12, 2023

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

President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky. Case No. 2023-00135 Dated September 12, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE**

**9/12/2023**

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

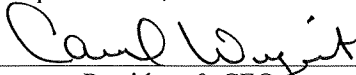
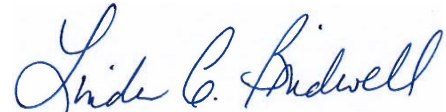
**Rate EM – Earnings Mechanism – Member Tariff (continued)**

- c. Jackson Energy will allocate the excess margin by EKPC rate class to its corresponding rate schedules by multiplying the allocated excess margin by EKPC rate class by the percentages determined in part b.
- d. Jackson Energy will calculate a “Bill Credit Percentage” for each of its retail rate schedules. The Bill Credit Percentage will be calculated by dividing the excess margin allocated to the retail rate schedule by the total revenues for that retail rate schedule used in part a. If there is only one retail member served by a Jackson Energy retail rate schedule, the excess margin allocated to the retail rate schedule will be the amount of the bill credit for that retail member.
- e. Utilizing its customer account information, Jackson Energy will apply the Bill Credit Percentage to residential retail members by customer count. Jackson Energy will apply the Bill Credit Percentage to retail members on all other rate schedules by revenue provided by each retail member in the calendar year used by EKPC when determining the excess margins to calculate the bill credit for each retail member. Jackson Energy will return the excess margins only to current retail members at the time the bill credit is given.
- f. Jackson Energy may elect to return the bill credit as a one-time credit on the retail member’s current bill or spread the bill credit over several billings. However, Jackson Energy will amortize the bill credit over the same time period EKPC uses to return the excess margins to Jackson Energy.

Date of Issue: October 2, 2023

Date Effective: September 12, 2023

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

  
President & CEOIssued by authority of an order of the Public Service Commission  
of Kentucky. Case No. 2023-00135 Dated September 12, 2023.**KENTUCKY  
PUBLIC SERVICE COMMISSION****Linda C. Bridwell**  
Executive Director

EFFECTIVE

**9/12/2023**

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

JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM – 1  
DIRET LOAD CONTROL PROGRAM – RESIDENTIAL

Availability

Available only to consumers who were participants in this direct load control program as of September 1, 2019. This program is no longer available to additional participants.

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling East Kentucky Power Cooperative ("EKPC") to utilize its system more efficiently, manage market purchases and defer construction of new generation.

Eligibility

To qualify for this Program, the participant must have central air conditioning or heat pump units and/or 40 gallon (minimum) electric water heating units and/or pool pumps. The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff. The participant may either own or rent the residence where the qualifying appliances are located. The residence may be either a single-family structure or a multi-family apartment facility. The participant is responsible for obtaining the permission of the owner of the rented residence to participate in the load control program. The Cooperative may require that a rental property agreement be executed between the Cooperative and the owner of the rented residence.

Program Incentives

The Cooperative will provide an incentive to the participants in this program for the following appliances.

Water Heaters. The Cooperative 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 actually controlled.

Date of Issue: July 30, 2019

Date Effective: Services rendered on or after September 1, 2019

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**9/1/2019**

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

Jackson Energy Cooperative Corporation

For Entire Service Area  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 52  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 52

JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM - 1

DIRECT LOAD CONTROL PROGRAM - RESIDENTIAL

Air Conditioners and Heat Pumps. The Cooperative will credit the residential power bill of the participant \$20.00 per air conditioner or heat pump (\$5 per summer months, (T) June, July, August, and September).

Pool Pumps. The Cooperative will credit the residential power bill of the participant \$20.00 per pool pump annually (\$5.00 per summer months of (T) June, July, August, and September). The participant will receive this credit (T) regardless of whether the pool pump is actually controlled.

When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the program incentive between the participant and the owner of a rented residence.

Program Special Incentives

Jackson Energy Cooperative and participating Member Systems will provide a special incentive up to \$25.00 for new participants that install a load control switch on qualifying electric water heaters, air conditioners and heat pumps, and or pool pumps. This one time incentive will be in the form of a bill credit on the electric bill following the switch installation.

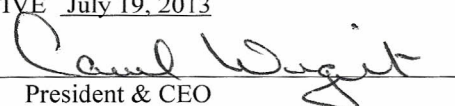
Time Period for Direct Load Control Program

Water Heaters. A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of six hours during May through (T) September and four hours during October through April. (T)

DATE OF ISSUE June 19, 2013

DATE EFFECTIVE July 19, 2013

ISSUED BY

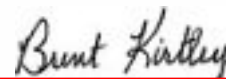
  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. Dated

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**7/19/2013**

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

Jackson Energy Cooperative Corporation

For Entire Service Area  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 53  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 53

JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM - 1  
DIRECT LOAD CONTROL PROGRAM - RESIDENTIAL

The Cooperative will cycle the water heaters only during the hours listed below.

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u> (T)
October through April	6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Air-Conditioners and Heat Pumps

A load control device will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via the cooperative's AMI system.

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

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u> (T)
May through September	10:00 a.m. to 10:00 p.m.

Pool Pumps. A load control switch will be placed on the pool pump and may be controlled for a six hour curtailment during on peak days May through September. (T)  
In addition, there may be a 50 percent cycling for the ensuing 2 hour recovery period to prevent creating a new peak.

DATE OF ISSUE June 19, 2013

DATE EFFECTIVE July 19, 2013

ISSUED BY

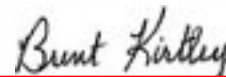
  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. Dated

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**



**EFFECTIVE**

**7/19/2013**

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

Jackson Energy Cooperative Corporation

For Entire Service Area  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 54  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 54

JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM - 1  
DIRECT LOAD CONTROL PROGRAM - RESIDENTIAL

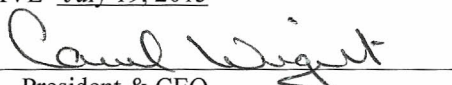
Terms and Conditions

1. Prior to the installation of load control devices, the Cooperative may inspect the participant's electrical equipment to insure good repair and working condition, but the Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of the Cooperative, will install, own, and maintain the load management devices controlling the participant's air conditioner, heat pump or water heater. The participant must allow the Cooperative, or their representative, reasonable access to install, maintain, inspect, test, and remove load control devices. Inability of the Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at the Cooperative's option, result in discontinuance of credits under this tariff until such time as the Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with water heaters and/or pool pumps will receive the first annual incentive within 12 months after the installation of the load control device. Participants with air conditioning or heat pump units who join during the months of June
4. through September will not receive a bill credit until after the installation of the load control device with credits to continue for the time remaining for months June through September time period for that year. If a participant decides to withdraw from the program or change incentive alternatives, the Cooperative will endeavor to implement the change as soon as possible.
5. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of 6 months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative, but may change alternatives later as described in this Tariff.

DATE OF ISSUE June 19, 2013

DATE EFFECTIVE July 19, 2013

ISSUED BY

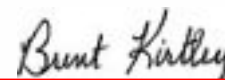
  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. Dated

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**7/19/2013**

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

JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM – 2  
DIRET LOAD CONTROL PROGRAM – COMMERCIAL

Availability

Available only to consumers who were participants in this direct load control program as of September 1, 2019. This program is no longer available to additional participants.

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling East Kentucky Power Cooperative ("EKPC") to utilize its system more efficiently, manage market purchases and defer construction of new generation.

Eligibility

To qualify for this Program, the participant must have central air conditioning or heat pump units and/or 40 gallon (minimum) electric water heating units and/or pool pumps. The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff. The participant is responsible for obtaining the permission of the commercial property owner to participate in the load control program. The Cooperative may require that a rental property agreement be executed between the Cooperative and the owner of the rented commercial property.

Program Incentives

The Cooperative will provide an incentive to the participants in this program for the following appliances.

Air Conditioner. The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five tons will receive a monthly credit of \$5.00 per unit. Units over five tons will receive an additional monthly credit of \$1.00 per ton per unit. The Cooperative will credit the commercial power bill of the participant the applicable incentive credit during the months of June through September. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.

Date of Issue: July 30, 2019

Date Effective: Services rendered on or after September 1, 2019

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**9/1/2019**

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

Jackson Energy Cooperative Corporation

For Entire Service Area  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 56  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 56

JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM - 2  
DIRECT LOAD CONTROL PROGRAM - COMMERCIAL

whether the air conditioner is actually controlled during any program month.

Water Heaters. The Cooperative will credit the commercial 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 actually controlled.

Time Period for Direct Load Control Program

Air-Conditioners

A load control device will be placed on each central air conditioning unit that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via the cooperative's AMI system.

The Cooperative will control the air conditioning units only during its summer on-peak billing hours listed below.

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>	(T)
May through September	10:00 a.m. to 10:00 p.m.	

Water Heaters. A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of six hours during May through September and four hours during October through April. (T)  
(T)

The Cooperative will cycle the water heaters only during the hours listed below.

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>	(T)
October through April	6:00 a.m. to 12:00 noon	
	4:00 p.m. to 10:00 p.m.	
May through September	10:00 a.m. to 10:00p.m.	

DATE OF ISSUE June 19, 2013

DATE EFFECTIVE July 19, 2013

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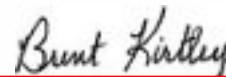
  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. Dated

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**



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**7/19/2013**

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

Jackson Energy Cooperative Corporation

For Entire Service Area  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 57  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 57

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JACKSON ENERGY COOPERATIVE CORPORATION  
SCHEDULE DSM - 2  
DIRECT LOAD CONTROL PROGRAM - COMMERCIAL

Terms and Conditions

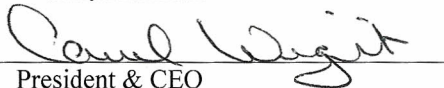
1. Prior to the installation of load control devices, the Cooperative may inspect the participant's electrical equipment to insure good repair and working condition, but the Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of the Cooperative, will install, own, and maintain the load management devices controlling the participant's air conditioner or water heater. The participant must allow the Cooperative, or their representative, reasonable access to install, maintain, inspect, test, and remove load control devices. Inability of the Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at the Cooperative's option, result in discontinuance of credits under this tariff until such time as the Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with air conditioning who join during the months of June through September will receive bill credits beginning after the installation of the load control device and continuing for the months remaining in the June to September time period for that year. Participants with water heaters will receive the first annual incentive within 12 months after the installation of the load control device.
4. If a participant decides to withdraw from the program, the Cooperative will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of 6 months.

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DATE OF ISSUE June 19, 2013

DATE EFFECTIVE July 19, 2013

ISSUED BY

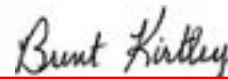
  
President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**



**EFFECTIVE**

**7/19/2013**

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

Jackson Energy Cooperative Corporation

**DSM Pilot**

**Residential Electric Vehicle Off-Peak Charging Program**

**Applicability**

In all territories of Jackson Energy Cooperative Corporation.

**Availability**

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of Jackson Energy and includes energy reporting from electric vehicles or compatible electric vehicle supply equipment ("EVSE").

The Residential EV Off-Peak Charging Program will be a three-year pilot ending June 30, 2026. Jackson Energy reserves the right to restrict the number of retail members in the pilot.

**Purpose**

The Residential Electric Vehicle ("EV") Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow Jackson Energy to utilize its system more efficiently, and promote the adoption of EVs.

**Eligibility**

To qualify for this program, the retail member's residence must be located in the service territory of Jackson Energy and be on their Schedule 10 - Residential Service. The retail member must utilize level 2 EVSE. Eligibility may be denied when the EV or the EVSE is not compatible with or does not function properly with the energy software platform utilized for this program.

The retail member may either own or rent the residence where the qualifying EVSE or EV will be charging.


The retail member is responsible for obtaining the permission of the owner of the rented residence to participate in the Residential Electric Vehicle Off-Peak Charging Program.

**Program Incentives**

Jackson Energy will provide a \$.02 per-kwh credit on the retail member's bill each month for the registered EVs charging energy (kWhs) that occurs during the off-peak hours at the participant's residence. The off-peak hours are from 10:00 PM to the following 6:00 AM Eastern Prevailing Time ("EPT") for all days of the year. The credit will be applied to the bill after all charges are applied pursuant to the applicable residential electric rate of Jackson Energy.

Date of Issue: October 27, 2023

Date Effective: Services rendered on or after December 1, 2023

Issued By:   
President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 12/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 59  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 59

**Terms and Conditions**

1. Prior to joining the program, Jackson Energy may inspect the retail member's EVSE to ensure compatibility with the energy software platform, but Jackson Energy shall not be responsible for the installation, repair or maintenance of the EVSE or the EV.
2. Retail members may join the program at any time during the year.
3. If a retail member decides to withdraw from the program, Jackson Energy will endeavor to implement the change as soon as possible.

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Date of Issue: October 27, 2023


Date Effective: Services rendered on or after December 1, 2023

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/1/2023**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 60  
Canceling P.S.C. No. 5  
Original Sheet No. 60

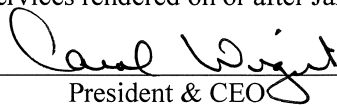
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**[SHEET CANCELLED]**  
**[RESERVED FOR FUTURE USE]**

Date of Issue: October 1, 2018

Date Effective: Services rendered on or after January 1, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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**1/1/2019**

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

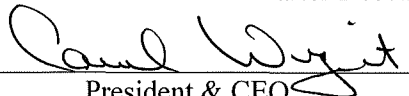
Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 4  
2<sup>nd</sup> Revised Sheet No. 49-58  
Canceling P.S.C. No. 4  
1<sup>st</sup> Revised Sheet No. 49  
Original Sheet No. 50-58

RESERVED FOR FUTURE USE

Date of Issue: January 25, 2023


Date Effective: Services rendered on or after December 28, 2022

Issued By:   
President & CEO

By authority of an Order of the Public Service Commission in  
Case No. 2022-00106 Dated December 28, 2022.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**12/28/2022**

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

Jackson Energy Cooperative Corporation

Schedule CARES  
Community Assistance Resources for Energy Savings Program

Purpose

Jackson Energy Cooperative Corporation's ("Jackson Energy") Community Assistance Resources for Energy Savings ("CARES") program provides an incentive to enhance the weatherization and energy efficiency services provided to its retail members ("end-use member") by the Kentucky Community Action Agency ("CAA") network of not-for-profit community action agencies or by Kentucky's non-profit affordable housing organizations ("AHO"). On behalf of the end-use member, Jackson Energy will pass along an East Kentucky Power Cooperative, Inc. ("EKPC")-provided incentive to the CAA or AHO. Jackson Energy's program has two primary objectives. First, the EKPC-provided incentive, passed along by Jackson Energy to the CAA or AHO, will enable the CAA or AHO to accomplish additional energy efficiency improvements in each home. Second, this incentive will assist the CAA or AHO in weatherizing more homes.

Availability

This U.S. Department of Energy's Weatherization Assistance Program is available to end-use members who qualify for weatherization and energy efficiency services through their local CAA in all service territories served by Jackson Energy.

Weatherization and energy efficiency services provided by Kentucky's AHO's are also available to retail members in all service territories served by Jackson Energy.

Eligibility

Agency Qualifications

- CAA's and AHO's must be registered with the IRS as 501(c)(3) non-profit organizations and work to improve housing affordability for low to moderate income Kentuckians.

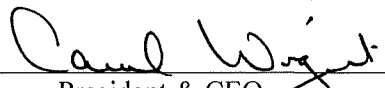
Homeowner Qualifications

- A participant must be an end-use member of Jackson Energy.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of either the U.S. Department of Energy's ("DOE") Weatherization Assistance Program administered by the local CAA or the AHO. Household income cannot exceed the designated poverty guidelines administered by CAA or AHO.
- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:

Date of Issue: June 16, 2022

Date Effective: Services rendered on or after July 16, 2022

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**7/16/2022**

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

Schedule CARES  
Community Assistance Resources for Energy Savings Program

A Heat Pump-Eligible Home is a single family or multi-family individually metered residential dwelling that utilizes electricity as the primary source of heat or that switches from wood as its primary source of heat to an electric furnace, and

A Heat Pump-Ineligible Home is a single family or multi-family individually metered residential dwelling that does not utilize electricity as the primary source of heat but cools the home with central or window unit air conditioners. Each Heat Pump-Ineligible Home must also have an electric water heater and use an average of 500 kWh monthly from November through March.

Payments

**Heat Pump Eligible Homes**

Jackson Energy will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$2,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

- Heat Pump

Upgrading from a low-efficiency heat source to a heat pump will be reimbursed at a rate of 100% of the total incremental cost (material + labor) up to a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.

- Weatherization Improvements

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAA's or AHO's cost (material + labor), up to a maximum of \$1,000.

- Insulation
- Air Sealing
- Duct Sealing, Insulating, and Repair
- Water Heater Blanket

Date of Issue: June 16, 2022

Date Effective: Services rendered on or after July 16, 2022

Issued By: Carol Wozniak  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

EFFECTIVE

**7/16/2022**

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

Jackson Energy Cooperative Corporation

Schedule CARES  
Community Assistance Resources for Energy Savings Program

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by Jackson Energy at a rate of 10%. T

**Heat Pump Ineligible Homes**

Jackson Energy will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$750, which can be reached by using any combination of the following improvements not to exceed the maximum. T

- Weatherization Improvements

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAA's or AHO's cost (material + labor), up to a maximum of \$750. T

- Insulation
- Air Sealing
- Duct Sealing, Insulating, and Repair
- Water Heater Blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by Jackson Energy at a rate of 10%. T

Term

The program is an ongoing program.

Date of Issue: June 16, 2022


Date Effective: Services rendered on or after July 16, 2022

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

President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**7/16/2022**

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

Jackson Energy Cooperative Corporation

**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule**  
**Grid Connected Qualifying Facility Sized over 100 kW**

**Availability**

Available only to qualified cogeneration ("CoGen") or small power production ("SPP") Qualifying Facilities ("QF") with a design capacity of over 100 kW which have executed a contract with EKPC and Jackson Energy Cooperative Corporation ("Cooperative") in whose service territory it is physically located for the purchase of electric power by EKPC. To qualify, such QFs must be directly interconnected to the distribution system of the Cooperative or to the transmission system of EKPC and inject 100% of its available energy. Such QFs do not supply any energy production directly to a retail member. Additionally, such QFs may supply capacity to EKPC only after being studied by PJM Interconnection, L.L.C. ("PJM") in its interconnection process and executing the final agreement necessary for PJM Interconnection, L.L.C. to authorize the capacity injection from the resource. Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity of over twenty (20) MW or SPP QFs with a net capacity over five (5) MW. Net Capacity is the highest output possible from the QF including hybrid QFs that co-locate a generation resource with an energy storage system at the same point of interconnection.

**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.

- Capacity (optional) – The QF's owner ("Seller") may elect to sell capacity and receive capacity payments. The capacity rate will be applied to the QF's capacity accreditation, which will be calculated based on the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM for each Base Residual Auction ("BRA") Delivery Year, to determine the appropriate payment for each delivery year. A Delivery Year is June 1 to May 31 the following year. The capacity accreditation will be updated and applied to the capacity rate on June 1 each year. Capacity payments will reflect the annual adjustments to both the capacity rate and resource's capacity accreditation and are expressed in \$/kW year.

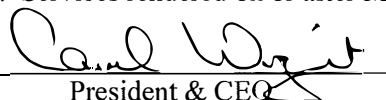
2-year contract - \$0

5-year contract - SPP	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	
	\$22.88	\$23.44	\$24.00	\$24.58	\$25.18	\$25.79	R
5-year contract - CoGen	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	
	\$91.53	\$93.74	\$96.01	\$98.33	\$100.71	\$103.15	N

Date of Issue: January 30, 2025

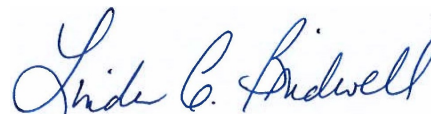
Date Effective: Services rendered on or after March 1, 2025

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**3/1/2025**

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

**Grid Connected Qualifying Facility Sized over 100 kW (Continued)**

2. Energy – Seller will be credited monthly for the electric energy produced by the QF at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00014 per kWh to cover EKPC's market participation costs.

**Terms and Conditions**

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from a CoGen QFs with a net capacity over twenty (20) MW nor from SPP QFs with a net capacity over five (5) MW.
2. All energy and capacity, if elected, from a QF will be sold only to EKPC. EKPC will offer the energy and any supplied capacity into the PJM wholesale power market.
3. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
4. A QF electing to receive capacity payments is subject to a non-performance penalty should the QF not provide energy during the periods in which PJM has declared a Performance Assessment Interval ("PAI") affecting the EKPC zone in the PJM region. Seller may be eligible to receive a payment for any performance that exceeds the performance PJM expects from the unit and PJM has collected non-performance penalties that may be distributed to the resources PJM has deemed as having over performed during periods in which PJM has declared a PAI affecting the EKPC Zone in the PJM region. The non-performance penalty shall be consistent with the current PJM Open Access Transmission Tariff ("OATT") penalty calculation as described in PJM OATT, Attachment DD, Section 10A.
5. A QF electing to receive capacity payments shall provide reasonable credit assurance for EKPC and Cooperative. This includes, but is not limited to, collateral provided by the Seller and held by EKPC to mitigate potential default by the QF of paying any assessed non-performance penalty.

Date of Issue: January 30, 2025

Date Effective: Service rendered on or after March 1, 2025

Issued By:   
President & CEO

**Grid Connected Qualifying Facility Sized over 100 kW (Continued)**

6. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws regulations, and generally accepted utility practices. N
7. A QF shall pay EKPC and Cooperative for all one-time or ongoing costs incurred as a result of interconnecting with the QF, including but not limited to system impact studies, operation, maintenance, administration, metering and billing. Should the QF elect to supply capacity, the QF also will be responsible to PJM for all costs associated with PJM's interconnection process as defined in the PJM OATT Section IV. ↓
8. A QF 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
9. The Initial contract term of QF agreement made pursuant to this tariff shall be for a minimum of two years and a maximum of five years. T
10. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff. D
11. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
12. A QF shall submit an Application for Interconnection found at [www.ekpc.coop/cogeneration-applicants](http://www.ekpc.coop/cogeneration-applicants), sign the agreement and receive approval from EKPC, Jackson Energy Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply. N

Date of Issue: January 30, 2025

Date Effective: Service rendered on or after March 1, 2025

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

  
President & CEO



Jackson Energy Cooperative Corporation

**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule**  
**Grid Connected Qualifying Facility Sized Less Than 100 kW**

**Availability**

Available only to qualified cogeneration ("CoGen") or small power production ("SPP") Qualifying Facilities ("QF") with a design capacity of 100 kW or less which have executed a contract with EKPC and one of EKPC's Owner-Member Cooperatives ("Cooperative") in whose service territory it is physically located for the purchase of electric power by EKPC. To qualify, such QFs must be directly interconnected to the distribution system of the Cooperative or to the transmission system of EKPC and inject 100% of its available energy. Such QFs do not supply any energy production directly to a retail member. Additionally, such QFs may supply capacity to EKPC only after being studied by PJM Interconnection, L.L.C. ("PJM") in its interconnection process and executing the final agreement necessary for PJM to authorize the capacity injection from the resource. The capacity limit of 100kW is the highest output possible from the QF, including hybrid QFs that co-locate a generation resource with an energy storage system at the same point of interconnection.

**Rates**

1. Capacity - (optional) - The QF's owner ("Seller") may elect to sell capacity and receive capacity payments. The capacity rate will be applied to the QF's capacity accreditation, which will be calculated based on the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM for each Base Residual Auction ("BRA") Delivery Year, to determine the appropriate payment for each delivery year. A Delivery Year is June 1 to May 31 the following year. The capacity accreditation will be updated and applied to the capacity rate on June 1 each year. Capacity payments will reflect the annual adjustments to both the capacity rate and resource's capacity accreditation and are expressed in \$/kW year.

2-year contract - \$0

5-year contract - SPP	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	R
	\$22.88	\$23.44	\$24.00	\$24.58	\$25.18	\$25.79	
5-year contract - CoGen	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	N
	\$91.53	\$93.74	\$96.01	\$98.33	\$100.71	\$103.15	

2. Energy – A Seller will be credited monthly for the electric energy produced by the QF at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of the delivery. The payments will be offset by a market administration fee of \$0.00014 per kWh to cover EKPC's market participation costs.

Date of Issue: January 30, 2025

Date Effective: Services rendered on or after March 1, 2025

Issued By:   
President & CEO



Jackson Energy Cooperative Corporation

**Grid Connected Qualifying Facility Sized Less Than 100 kW (Continued)**

**Terms and Conditions**

1. All energy and capacity, if elected, from a QF will be sold only to EKPC. EKPC will offer the energy and any supplied capacity into the PJM wholesale power market.
2. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
3. A QF shall provide reasonable default protection for EKPC's and Cooperative's system.
4. A QF electing to receive capacity payments is subject to a non-performance penalty should the QF not provide energy during the periods in which PJM has declared a Performance Assessment Interval ("PAI") affecting the EKPC zone in the PJM region. Seller may be eligible to receive a payment for any performance that exceeds the performance PJM expects from the unit and PJM has collected non-performance penalties that may be distributed to the resources PJM has deemed as having over performed during periods in which PJM has declared a PAI affecting the EKPC Zone in the PJM region. The non-performance penalty shall be consistent with the current PJM Open Access Transmission Tariff ("OATT") penalty calculation as described in PJM OATT, Attachment DD, Section 10A.
5. A QF electing to receive capacity payments shall provide reasonable credit assurance for EKPC and Cooperative. This includes, but is not limited to, collateral provided by the Seller and held by EKPC to mitigate potential default by the QF of paying any assessed non-performance penalty.
6. A QF shall pay EKPC and Cooperative for all one-time and ongoing costs incurred as a result of interconnecting with the QF, including but not limited to, system impacts studies, operation, maintenance, metering, administration, and billing. Should the QF elect to supply capacity, the QF also will be responsible to PJM for all costs associated with PJM's interconnection process as defined in the PJM OATT Section IV.
7. A QF 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

Date of Issue: January 30, 2025

Date Effective: Service rendered on or after March 1, 2025

Issued By:

  
President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 3/1/2025</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Grid Connected Qualifying Facility Sized Less Than 100 kW (Continued)**

8. The initial contract term of QF agreement made pursuant to this tariff shall be for a minimum of two years and a maximum of five years. T
9. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff. D
10. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
11. A QF shall submit an Application for Interconnection found at [www.ekpc.coop/cogeneration-applicants](http://www.ekpc.coop/cogeneration-applicants), sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. N  
Additional Terms & Conditions may apply.

Date of Issue: January 30, 2025

Date Effective: Service rendered on or after March 1, 2025

Issued By: Paul Weigert  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

EFFECTIVE

**3/1/2025**

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

Jackson Energy Cooperative Corporation

**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule**  
**Co-Located Qualifying Facility Sized Over 100 kW**

**Availability**

Available only to qualified cogeneration ("Cogen") or small power production ("SPP") Qualifying Facilities ("QF") that are co-located with a retail member such that it is connected behind the retail member's meter and supplies energy directly to the retail member, offsetting the retail member's grid supplied energy consumption, and injecting any energy that exceeds the retail member's load. A retail member is the member of one of EKPC's Owner-Member Cooperatives. As such, the QF is deemed to be providing "as available" energy to the electric grid and must have executed a contract with EKPC and the EKPC Owner-Member Cooperative ("Cooperative") in whose service territory it is located for the purchase of energy by EKPC. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity over twenty (20) MW nor SPP QF with a net capacity over five (5) MW. Net capacity is the highest possible MW output from the QF including hybrid QFs that co-locate a generation resource with an energy storage system.

**Rates**

1. Capacity – The QF is providing EKPC only the energy that exceeds the retail member's consumption, or "as available" energy. The QF does not supply capacity, and, thus, is not eligible to receive a capacity payment.
2. Energy –The retail member will be credited monthly for the "as available" energy produced by the QF and delivered to the Cooperative's distribution system at the value of the real-time locational marginal price for energy set by PJM Interconnection, L.L.C. ("PJM") at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00014 per kWh to cover EKPC's market participation costs.

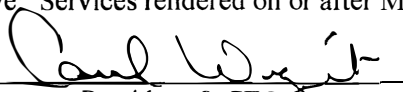
**Terms and Conditions**

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity over twenty (20) MW nor from SPP QFs with a net capacity over five (5) MW.
2. A QFs "as available" energy will be sold only to EKPC. Payment for "as available" energy will be provided to the retail member via check or a bill credit.
3. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

Date of Issue: January 30, 2025

Date Effective: Services rendered on or after March 1, 2025

Issued By:

  
President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 3/1/2025</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jackson Energy Cooperative Corporation

**Co-Located Qualifying Facility Sized Over 100 kW (continued)**

4. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices, including, IEEE 1547 standard.
5. A QF shall pay EKPC and Cooperative for all one-time and ongoing costs incurred as a result of interconnecting with the QF, including but not limited to, system impact studies, operation, maintenance, administration, special metering and billing.
6. A QF 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. The initial-contract term shall be for a minimum of two years and a maximum of five years.
8. QFs co-located with a retail member's load proposing to supply "as available" energy shall not be entitled to a capacity payment.
9. QFs 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 "(Commission)" by March 31 of each year.
11. Retail member shall submit an Application for Interconnection found at [www.ekpc.coop/cogeneration-applicants](http://www.ekpc.coop/cogeneration-applicants), sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.
12. A QF shall not supply electric energy to a retail member until it is owned and operated by the retail member.
13. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed QF, shall 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 QF could remain connected to after operation of any sectionalizing devices.
14. If the QF is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed QF, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
15. If the proposed QF 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.

Date of Issue: January 30, 2025

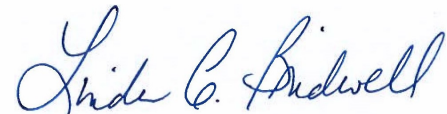
Date Effective: Service rendered on or after March 1, 2025

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**3/1/2025**

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

Jackson Energy Cooperative Corporation

**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule**  
**Co-Located Qualifying Facility Sized Less Than 100kW**

**Availability**

Available only to qualified cogeneration ("CoGen") or small power production ("SPP") Qualifying Facilities ("QF") that are co-located with the retail member such that it is connected behind the retail member's meter and supplies energy directly to the retail member, offsetting the retail member's grid-supplied energy consumption, and injecting any energy that exceeds the retail member's load. A retail member is the member of one of EKPC's Owner-Member Cooperatives. As such, the QF is deemed to be providing "as available" energy to the electric grid and must have executed a contract with EKPC and the EKPC Owner-Member Cooperative ("Cooperative") in whose service territory it is located for the purchase of energy by EKPC. Net capacity is the highest possible MW output from the QF including hybrid QFs that co-locate a generation resource with an energy storage system.

**Rates**

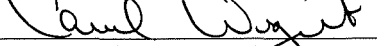
1. Capacity – The QF is providing EKPC only the energy that exceeds the retail member's consumption, or "as available" energy. The QF does not supply capacity, and, thus, is not eligible to receive a capacity payment.
2. Energy – The retail member will be credited monthly for the "as available" energy produced by the QF and delivered to the Cooperative's distribution system at the value of the real-time locational marginal price for energy set by PJM Interconnection, L.L.C. ("PJM") at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00014 per kWh to cover EKPC's market participation costs.

**Terms and Conditions**

1. A QFs "as available" energy will be sold only to EKPC. Payment for "as available" energy will be provided to the retail member via check or a bill credit.
2. QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
3. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices, including, IEEE 1547 standard.
4. A QF shall pay EKPC and Cooperative for all costs incurred as a result of interconnecting with the QF, including but not limited to, operation, maintenance, administration, special metering, and billing.

Date of Issue: January 30, 2025

Date Effective: Services rendered on or after March 1, 2025

Issued By:   
President & CEO



Jackson Energy Cooperative Corporation

**Co-Located Qualifying Facility Sized Less Than 100kW (Continued)**

5. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed QF, shall 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 QF could remain connected to after operation of any sectionalizing devices.
6. If the QF is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed QF, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
7. If the proposed QF 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.
8. Cooperative will install, at the utility's expense, a bi-directional meter capable of communicating with the metering system of the utility. Any additional meter communication equipment, special meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the retail member's expense.
9. QFs co-located with a retail member's load proposing to supply "as available" shall not be entitled to a capacity payment.
10. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
12. Retail member shall submit an Application for Interconnection found at [www.ekpc.coop/cogeneration-applicants](http://www.ekpc.coop/cogeneration-applicants) and receive approval from EKPC and Cooperative prior to connecting to the power grid. EKPC and Cooperative may deny approval of the Application for Interconnection if either of them determines the QF cannot be safely connected to the Cooperative's power grid, or if the system fails the Terms & Condition set forth in this tariff or the Application for Interconnection. Additional Terms and Conditions may apply.
13. A QF shall not supply electric energy to a retail member unless it is owned and operated by the retail member.

Date of Issue: January 30, 2025

Date Effective: Services rendered on or after March 1, 2025

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

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**3/1/2025**

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

**Member-Supplied Renewable Energy**

**Application for Interconnection**

100kW or Less from Co-located Qualifying Facility

If you have questions regarding this Application or its status, email questions to Member-Supplied-Renewable-Energy@ekpc.coop

Member Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address: \_\_\_\_\_

Member Phone No.: \_\_\_\_\_ Member E-Mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facility, also known as Qualifying Facility ("QF"):

\_\_\_\_\_

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Is inverter certified to UL 1741: ☐ No ☐ Yes

Inverter Manufacturer and Model #: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ Inverter Voltage Rating: \_\_\_\_\_

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

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: \_\_\_\_\_

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

Attach site drawing or sketch showing location of EKPC Owner-Member Cooperative's ("Cooperative") meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative energy source including switches, fuses, breakers, panels, transformer size, equipment ratings, and transformer connections.

Expected Start-up Date: \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell  
Executive Director**

*Linda C. Bridwell*

**EFFECTIVE**

**3/1/2025**

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

## TERMS AND CONDITIONS:

- 1) Cooperative shall provide the Member bi-directional 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 or the QF requires any additional meter or special 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 EKPC's Owner-member 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 QF in parallel with Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the QF. Upon reasonable request from Cooperative, the Member shall demonstrate QF compliance.
- 3) The QF 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) EKPC's Owner-member's rules, regulations, and Service Regulations as contained in Cooperative'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 QF by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Cooperative's system required to accommodate the QF shall be considered excess facilities. Member shall agree to pay Cooperative for actual costs incurred for all such excess facilities prior to construction. The Member shall operate the QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Cooperative's electric system. At all times when the QF is being operated in parallel with Cooperative's electric system, the Member shall operate the QF in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Cooperative to any of its other members or to any electric system interconnected with Cooperative's electric system. The Member shall agree that the interconnection and operation of the QF is secondary to, and shall not interfere with, Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 5) The Member shall be responsible for protecting, at Member's sole cost and expense, the QF from any condition or disturbance on Cooperative'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 Cooperative shall be responsible for repair of damage caused to the QF resulting solely from the negligence or willful misconduct on the part of Cooperative.
- 6) After initial installation, Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Application and approval process. Following the initial testing and inspection of the QF and upon reasonable advance notice to the Member, Cooperative shall have access at reasonable times to the QF to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the QF comply with the requirements of this tariff.
- 7) 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 QF from Cooperative's electric service under the full rated conditions of the Member's QF. The external disconnect switch (EDS) shall be located adjacent to Cooperative's meters at 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 a visible break type, the Member shall be responsible for ensuring that it is clearly labeled and legibly identified for so long as the QF is operational. The disconnect switch shall be accessible to Cooperative personnel at all times. Cooperative may waive the requirement for an EDS for a QF at its sole discretion, and on a case-by-case basis, upon review of the QF operating parameters and if permitted under Cooperative's safety and operating protocols.

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director

*Linda C. Bridwell*

3/1/2025

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

- 8) Cooperative shall have the right and authority at Cooperative's sole discretion to isolate the QF or require the Member to discontinue operation of the QF if Cooperative believes that: (a) continued interconnection and parallel operation of the QF with Cooperative's electric system may create or contribute to a system emergency on either Cooperative's or the Member's electric system; (b) the QF is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Cooperative's electric system; or (c) the QF interferes with the operation of Cooperative's electric system. In non-emergency situations, Cooperative 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 Cooperative is unable to immediately isolate or cause the Member to isolate only the QF, Cooperative may isolate the Member's entire facility.
- 9) The Member shall agree that, without the prior written permission from Cooperative, no changes shall be made to the QF as initially approved. Increases in QF capacity will require a new "Application for Interconnection" which will be evaluated on the same basis as any other new application. Repair and replacement of existing QF components with like components that meet UL 1741 certification requirements and not resulting in increases in QF capacity is allowed without approval.
- 10) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless EKPC and Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's 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 QF or any related equipment or any facilities owned by EKPC or Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of EKPC or Cooperative or its employees, agents, representatives, or contractors.

The Cooperative and EKPC shall use reasonable diligence to provide a constant and uninterrupted supply of electrical power and energy, but if such a supply should fail or be interrupted or become defective through an act of God, or the public enemy, or by accident, strikes or labor troubles, or by action of the elements or by a delay in securing right-of-way easement(s), or other permits needed, or for any other cause beyond the reasonable control of the Cooperative and/or EKPC, neither the Cooperative nor EKPC shall not be liable to the Member.

- 11) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for the generating facilities as set forth in the applicable tariff schedule. The Member shall, upon request, provide Cooperative with proof of such insurance at the time that application is made for net metering or anytime thereafter.
- 12) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, EKPC or Cooperative 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 QF equipment, controls, and protective relays and equipment.

A Member's QF is transferable to other persons or service locations only after notification to Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved QF is being transferred to another person, member, or location, Cooperative 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, Cooperative will notify the Member in writing and list what must be done to place the facility in compliance.

- 13) The Member shall retain any and all Renewable Energy Certificates ("RECs") that may be generated by their QF.

#### EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by all parties (Member, EKPC, Cooperative) 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 Cooperative at least sixty (60) days' written notice; (b) EKPC or Cooperative may terminate upon failure by the Member to continue ongoing operation of the QF; (c) any

**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
REC'D

*Linda C. Bridwell*

**9/1/2025**

PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

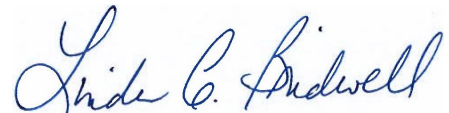
party may terminate by giving the other parties at least thirty (30) days prior written notice that another party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Cooperative so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) EKPC or Cooperative 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.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and the Cogeneration and Small Power Producer, 100kW or less from Co-Located Qualifying Facility Tariff.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**3/1/2025**

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

## EKPC AND COOPERATIVE APPROVAL AND AGREEMENT EXECUTION SECTION

When signed below by EKPC and the EKPC Owner-Member Cooperative ("Cooperative") representatives, Application for Interconnection is approved subject to the provisions contained in this Application and as indicated below.

**Cooperative inspection and witness test:** ☐ Required ☐ Waived

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

Call Cooperative to schedule an inspection and witness test.

**Pre-Inspection operational testing not to exceed two hours:** ☐ Allowed ☐ Not Allowed

If inspection and witness test is waived, operation of the QF may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

☐ None ☐ As specified here: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EKPC:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_


Cooperative:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**3/1/2025**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 77  
Canceling P.S.C. No. 5  
Original Sheet No. 77


D

**[SHEET CANCELLED]**  
**[RESERVED FOR FUTURE USE]**

Date of Issue: October 1, 2018

Date Effective: Services rendered on or after January 1, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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**1/1/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 78  
Canceling P.S.C. No. 5  
Original Sheet No. 78

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 79  
Canceling P.S.C. No. 5  
Original Sheet No. 79

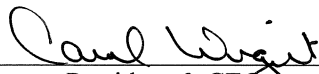
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 80  
Canceling P.S.C. No. 5  
Original Sheet No. 80

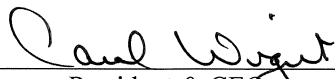
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 81  
Canceling P.S.C. No. 5  
Original Sheet No. 81

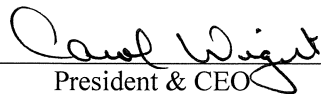
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Date of Issue: October 1, 2018

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

  
President & CEO

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**Gwen R. Pinson**  
Executive Director



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**1/1/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 82  
Canceling P.S.C. No. 5  
Original Sheet No. 82

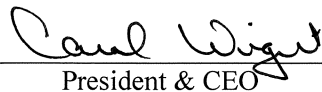
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Date of Issue: October 1, 2018

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President & CEO

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Executive Director



EFFECTIVE

**1/1/2019**

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

JACKSON ENERGY COOPERATIVE CORPORATION

OF

MCKEE, KENTUCKY 40447

RATES, RULES AND REGULATIONS FOR FURNISHING  
ELECTRICITY

AT

JACKSON, ROCKCASTLE, LAUREL, CLAY, OWSLEY, LEE, ESTILL  
BREATHITT, GARRARD, LESLIE, LINCOLN, MADISON, POWELL  
PULASKI AND WOLFE COUNTIES IN KENTUCKY

FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED: 9-19-08

EFFECTIVE: 10-26-08

ISSUED BY: JACKSON ENERGY COOPERATIVE CORPORATION

BY: Donald R. Schaefer  
PRESIDENT AND CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By Stephanie Dumb  
Executive Director

## RULES AND REGULATIONS

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  5. Relocation of lines by request of members
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  8. Membership fee
  9. Contract for Purchase of Power
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Date of Issue: 11-19-2014

Effective Date: 1-1-2015

Issued By: Carol Wright President and CEO

**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)

## RULES AND REGULATIONS

### A. GENERAL

#### 1. SCOPE

This schedule of rules and regulations is a part of all contracts for electric service received from Jackson Energy Cooperative, hereinafter referred to as the Cooperative and applies to all service received whether the service received is based upon a contract, agreement, signed application or otherwise. No employee or director of the Cooperative is permitted to make an exception to rates and regulations on file at the Cooperative's office. All rules and regulations shall be in effect after approved by the Public Service Commission. (T)

#### 2. REVISIONS

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time by the Board of Directors. Such changes, upon approval by the Public Service Commission, shall have the same force as the present rules and regulations. The members shall be informed of any changes as soon as possible, through the Cooperative's monthly newsletter.

#### 3. CONSUMER'S RESPONSIBILITY FOR COOPERATIVE'S PROPERTY

All meters, service connections, and other equipment furnished by the Cooperative shall be, and shall remain, the property of the Cooperative. The member shall exercise proper care to protect the property of the Cooperative on its premises and in the event of loss or damage to the Cooperative's property arising from neglect of member to care for same, the cost of necessary repairs or replacement shall be paid by the member.

#### 4. MAINTENANCE OR CONTINUITY OF SERVICE

The Cooperative shall make all reasonable efforts to prevent interruptions of service and when such interruptions occur shall endeavor to re-establish service with the shortest possible delay, but if such supply shall fall or be interrupted or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure right-of-way or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable there of.

#### 5. RELOCATION OF LINES BY REQUEST OF MEMBERS

The Cooperative's established lines will not be relocated unless the member pays the expense for moving and relocating prior to construction, except in instances where it would be to the advantage of the Cooperative to make such relocation.

Date of Issue: 03-28-11

Effective Date: 5-1-11

Issued By: Donald R. Schaefer

President and CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**5/1/2011**

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

RULES AND REGULATIONS

6. SERVICES PERFORMED FOR MEMBERS

The Cooperative's personnel are prohibited from making repairs or performing services to the member's equipment or property except in cases of emergency or to protect the public or members' person or property.

**B. SERVICE PROCEDURES**

7. APPLICATION FOR SERVICE

Each prospective member desiring electric service will be required to sign the Cooperative's form, "Application for Membership and Electric Service"; before service is supplied by the Cooperative and the Cooperative shall obtain the necessary easements for right-of-way permits.

8. MEMBERSHIP FEE

The membership fee in the Corporation shall be \$25.00 (Twenty-five dollars) per member. Commercial and residential service may be obtained upon one membership if the commercial activity is carried on in the name of the owner. The membership fee will be refunded if all bills are paid or applied against any unpaid bills of the member at the time service is discontinued, which will automatically terminate the membership. Service covered by each membership shall be metered and billed separately.

9. CONTRACT FOR PURCHASE OF POWER

Customers on Rate Schedules 46, 47 and 48 shall sign an "Industrial Power Agreement (IPA)" with Jackson Energy Cooperative to reserve sufficient capacity from East Kentucky Power Corporation. (T)

10. RIGHT OF ACCESS

The Cooperative's identified employees shall have access to member's premises at all reasonable times for the purpose of reading meter, testing, repairing, removing or exchanging any and all equipment belonging to the Cooperative and maintaining or clearing right-of-ways. (T)

11. MEMBER'S DISCONTINUANCE OF SERVICE

Any member desiring service discontinued or changed from one location to another shall give the Cooperative three (3) days' notice in person by telephone or in writing providing such notice does not violate contractual obligations or tariff provisions. The member shall not be responsible for charges for service beyond the (3) day notice if they have provided reasonable access to the meter for a final meter reading. If the disconnect request is made by telephone, the burden of proof is on the member to prove the termination request if a dispute arises.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Date of Issue: 09-19-08

Effective Date: By

Issued By: Donald H. Schafer

President and CEO

Stephanie Dumb  
Executive Director

RULES AND REGULATIONS

12. CONNECT AND RECONNECT CHARGES

The Cooperative will make no charge for connecting service to the member's premises for the initial installation of service provided the connection is made during regular working hours. The Cooperative will make a service charge of Twenty-Five Dollars (\$25.00) for re-connecting the service of any member whose service has been connected one or more times within the preceding twelve months. The service charge shall be Eighty-Five Dollars (\$85.00) if made after regular working hours. Reconnect service charges shall not apply to Prepay Electric Service (See Rider) member accounts when such reconnect activities are a function of routine depletion/replenishment of credits to such Prepay account balances. Any service charge will be due and payable at the time of connection or upon notice of said charge.

(T)  
(T)  
(T)

13. RESALE OF POWER BY MEMBERS

All purchased electric service used on the premises of the member shall be supplied exclusively by the Cooperative, and the member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service or any part thereof.

14. SPECIAL CHARGES

The Cooperative will make a charge of Twenty-Five Dollars (\$25.00) for each trip made or disconnect/reconnect (for non-payment of bills) via automated systems during regular working hours. In the event a trip is necessary for the following reasons after regular working hours the special charge will be Eighty-Five Dollars (\$85.00):

1. When a customer requests that a meter be re-read, and the second reading shows the original reading was correct.
2. To reconnect a service that has been terminated for non-payment of bills or for violation of the Utility's Rules or Commission Regulations. A consumer qualifying for service reconnection under Section 15, Winter Hardship Reconnection of this regulation shall be exempt from reconnect charges. Prepay Electric Service member accounts shall be exempt from such charges.
3. To terminate service or to collect a delinquent bill or to collect a returned check. The charge may also be made if the Cooperative Representative agrees to delay termination based on the consumer's agreement to pay by a specific date. The collection charge will only be assessed once per billing period.
4. For any service trip requested by a member to restore electric service when it is determined that the service interruption was caused by a defect in the members wiring or equipment and is not the fault of the Cooperative.
5. For resetting a meter that has been removed at the customer's request.
6. When a customer requests that their existing security light be upgraded to a different type.
7. When a customer requests the cooperative to disconnect their existing service and re-connect to their new entrance due to a customer entrance change.

(T)  
(T)

Date of Issue: 3-28-11

Effective Date: 5-1-11

Issued By: Donald R. Schaefer President and CEO

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**5/1/2011**

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

RULES AND REGULATIONS

15. SERVICE CHARGE FOR TEMPORARY SERVICE

Consumers requiring temporary service may be required to pay all cost of connecting and disconnecting incidental to the supplying and removing of service. This rule applies to carnivals, fairs, buildings or structure under construction that will not be permanently served or any other service of a strictly temporary nature. All temporary services will be metered and actual usage billed.

C. METERS

16. METER TESTS

All new meters shall be checked for accuracy before installation. The Cooperative will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy and to conform to the regulations of the Public Service Commission. The Cooperative will make additional tests of meters at the request of the member, provided the member does not request such test more frequently than once in twelve (12) months and upon payment of a test fee of Thirty-Five Dollars (\$35.00) paid in advance. When the test made at the member's request shows that the meter is accurate within 2% slow or fast, no adjustment will be made to the member's bill and the fee paid will be forfeited to cover the cost of the requested test. When the test shows the meter to be in excess of 2% fast an adjustment shall be made to the member's bill in accordance with the Public Service Commission's Rules and Regulations. The cost of testing the meter found to be more than 2% fast will be borne by the Cooperative and the Thirty-Five Dollars (\$35.00) test fee paid by the member will be refunded.

17. FAILURE OF METER TO REGISTER

In the event a customers meter fails to register, adjustments will be made in accordance with 807 KAR 5:006, Section 10 (2).

18. DISCONTINUANCE OF SERVICE BY COOPERATIVE

A. The Cooperative may/shall refuse or discontinue to serve a member, after proper notice under the following conditions:

1. For non-compliance with its rules and regulations or state, county, and municipal rules and regulations.
2. When a dangerous condition is found to exist on the member's premises.
3. When a member refuses or neglects to provide reasonable access to the premises for the purpose of installation, operation, meter reading, maintenance or removal of Cooperative property.
4. For non-payment of any indebtedness due the Cooperative, (See Section 22).
5. For failure to comply with the provisions of the wiring codes (See section 21).

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Date of Issue: 09-19-08

Effective Date: 1

Issued By: Donald C. Schaefer President and CEO

By Stephanie Dumb  
Executive Director

RULES AND REGULATIONS

18. DISCONTINUANCE OF SERVICE BY COOPERATIVE (CONT)

6. For fraudulent or illegal use of service. When the Cooperative has discovered evidence that by fraudulent or illegal means a member has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer shall be discontinued without notice. The Cooperative will not restore service until the customer has complied with all rules of the Cooperative and regulations of the Public Service Commission and the Cooperative has been reimbursed for the estimated amount of the service rendered including the initial disconnection and the cost to the Cooperative incurred by reason of the fraudulent use.

D. CONSUMER EQUIPMENT

19. POINT OF DELIVERY

The point of delivery is the point as designated by the Cooperative on a member's premises where current is to be delivered to the building or premises, usually the meter. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the member. The member will, however, notify the Cooperative of any proposed changes in their equipment or wiring which will materially increase or decrease their load so the Cooperative may check its equipment to make certain it will accommodate the consumer's load requirements.

20. MEMBER'S WIRING

All electrical wiring on the member's premises shall conform to all applicable codes and rules and regulations namely:

1. The National Electrical Code.
2. Any state, county or municipal code where and when applicable. (T)

21. INSPECTION

All wiring in a building must have an inspection for compliance with all applicable electric codes by a certified (T) inspector before service will be connected. A certified inspector will inspect all meter installations before service will be connected.

When a dangerous condition is found to exist on the customer's or applicant's premises, service shall be discontinued without notice or refused and the customer or applicant will be notified immediately of reasons for the discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be restored.

The Rules and Regulations of the National Electrical Code of the National Board of Fire Underwriters will be followed in correcting dangerous conditions.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Date of Issue: 09-19-08

Effective Date: 1

Issued By: Donald K. Schaefer  
President and CEO

By Stephanie Dumb  
Executive Director

RULES AND REGULATIONS

E. ELECTRIC BILLS

22. BILLING

Members will receive a statement for electric service once per billing period. The normal billing period is for approximately thirty (30) days. The statement will be for services rendered during the immediate past billing period. The member may receive an electronic billing statement upon request in lieu of a paper statement.

All statements are due and payable upon receipt and shall be paid at the office of the Cooperative within (10) ten days from date of bill. Failure to receive billing statement will not release the member from payment obligation. Should the statement not be paid as above, the Cooperative may at any time thereafter, on a ten (10) days' notice to the member, discontinue service provided such service shall not be discontinued before twenty-seven (27) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

23. TAXES

The Cooperative shall add to the bills of all applicable consumers, the Kentucky Sales and Use Tax, any utility gross receipts license tax for schools or any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts.

24. METER READING

The Automated Meter Infrastructure (AMI) system reads meters on a daily basis and updates in-home displays associated with Prepay metered accounts.

25. RETURNED PAYMENTS FROM CONSUMERS

When any funds received in payment of a consumer's account, whether by check, credit card, etc., are returned unpaid, the Cooperative will notify such consumer by letter stating the amount of the returned payment and the reason for its return and a charge of Eighteen Dollars (\$18.00) will be added to the member's account. Returned payments will be considered same as delinquent account, and if payment in full is not received for the returned payment within ten (10) days after notice, service to such consumer will be discontinued provided such service shall not be discontinued before twenty-seven (27) days after the mailing date of the original bill which such returned payment was intended to pay, as prescribed under that section of Rule 22 dealing with unpaid accounts.

Returned payments on Prepay accounts will be immediately debited back to the Customer's account along with the \$18.00 return payment fee with corrected account balance adjusted and communicated to customer via the in-home display.

26. BILLING ADJUSTED TO STANDARD PERIODS

In case of the first billing of a new account and the final billing of an account where the period covered by the billing is a fraction of a month, the demand charge and/or the energy used will be prorated for the fractional part of the billing period when computing such bills.

Date of Issue: 12-22-2014

Effective Date: 1-1-2015

Issued By: Carol Wright President and CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>JEFF R. DEROUEN</b> <b>EXECUTIVE DIRECTOR</b>
<b>TARIFF BRANCH</b>  <i>Brent Kirtley</i>
<b>EFFECTIVE</b> <b>1/1/2015</b> <b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

RULES AND REGULATIONS

27. DEPOSITS

In accordance with the Public Service Commission 807 KAR 5:006, Section 7 - Deposits, Jackson Energy Cooperative has adopted the following policy:

1. A deposit or suitable guarantee, shall not exceed 2/12ths the average annual bills, may be required of any member before service is supplied if the Cooperative deems it necessary to insure payment for the service it will render. The same uniform method will be used for all classes of service in determining the amount of the deposit. Upon termination of service, deposits may be applied against unpaid bills for the member/consumer, and, if any balance remains, the said balance is to be refunded to the member. Deposits will not be required from consumers qualifying for service reconnection under 807 KAR 5:006, Section 15, Winter Hardship Reconnection.
2. If a deposit is retained for eighteen (18) months the consumer will be notified in writing by mailer, application for service, or on the consumer's bill of their right to recalculation of deposit. If the recalculation differs by more than Ten (\$10.00) for residential, or by more than ten percent (10%) for non-residential consumers calculated on actual usage, a refund of over calculation shall be made or a collection made of underpayment.
3. Deposits may be waived upon consumer's showing of satisfactory credit and payment history. If the consumer has not maintained a satisfactory payment record or a substantial change in usage has occurred additional deposit may be required in accordance with 807 KAR 5:006, Section 7 (2).
4. A receipt of deposit shall be issued showing the name of the consumer, location of service, date, and amount of deposit. The receipt of deposit shall contain the Notice of Recalculation.
5. Except as provided in 807 KAR 5:006, Section 15, customer service may be refused or discontinued pursuant to section 14 of 807 KAR 5:006 if payment of requested deposit is not made.
6. Interest will accrue on all deposits at a rate prescribed by law beginning on the date of the deposit. The interest will be applied as a credit to the consumer's bill on an annual basis, except that interest shall not be required to be refunded or credited if the members bill is delinquent on the anniversary of the deposit date, in accordance with 807 KAR 5:006 Section 7 (6). If the deposit is refunded or credited to the consumer's bill prior to the deposit anniversary date, interest will be paid or credited to the consumer on a pro-rated basis.
7. No deposits will be required on Prepay Electric Service accounts.

(T)  
(T)

Date of Issue: 7-12-12

Effective Date: 7-12-12

Issued By: Gerald R. Schaefer

President and CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**7/12/2012**

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

RULES AND REGULATIONS

28. LEVELIZED BUDGET BILLING

The Cooperative will offer to the members a Levelized Budget Billing Plan under the following conditions. (T)

A. Terms of Levelized Budget Billing:

1. A member who qualifies may be placed on or removed from levelized budget billing in any month of the year.
2. This is a continuous plan with no catch up month. As stated by 807 KAR 5:006 Section 13, the member's account will be adjusted through a series of levelized adjustments on a monthly basis to bring the member's account current once each twelve (12) month period. Upon disconnection or removal from levelized budget billing, all accumulated debits shall become due and payable at that time. Upon disconnection of service, any credits shall be refunded to the member. Upon removal from the plan, any credits shall be applied to the member's active account.
3. Electric bills shall be paid within ten (10) days from the date of the bill.
4. The Cooperative may cancel the levelized budget billing plan for delinquent accounts and non-payments.

B. Calculations for Monthly Billing:

1. Each billing will be based on the past eleven (11) months kilowatt hour usage, and the current month kilowatt hours usage shall be added to provide a moving average based on twelve months kilowatt hour usage. In addition, a series of monthly levelized adjustments will be calculated and added to the average amount. The monthly adjustment will be one-twelfth (1/12) of the unpaid balance. No adjustment will be calculated for a credit balance.
2. Each succeeding month the oldest months usage shall be dropped and current month's usage added.
3. Since the averages shall be based on kilowatt hour usages, any taxes, security lights, fuel adjustment costs, environmental surcharges, and any other monthly charges shall be added.
4. Therefore, each month's electric bill will not be exactly the same, and the electric bill will vary from month to month.

Date of Issue: 09-19-08

Effective Date: 10-26-08

Issued By: Donald R. Schaefer

President and CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By

Executive Director

RULES AND REGULATIONS

29. DISPUTED ACCOUNTS

1. If the Cooperative's procedure for monitoring usage indicates that an investigation of a customer's usage is necessary, the Cooperative shall notify the consumer in writing either during or immediately after the investigation of the reasons for the investigation and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, the Cooperative shall notify the consumer by the most expedient means available.
2. If a meter is tested and it is found necessary to make a refund or back bill a consumer, the consumer shall be notified. The notification shall give the date, meter number, whether it was periodic requested or complaint, and the amount charged or credited to the consumer's account. The notice shall state that the consumer is entitled to a cash refund of any amount over billed if the Cooperative is notified within seven (7) days of the date of this notice.
3. Consumer accounts shall be considered to be current while a dispute is pending as long as a consumer continues to make payments for the disputed period in accordance with historic usage and stays current on subsequent bills.

Date of Issue: 09-19-08

Effective Date: 10-26-08

Issued By: Donald R. Schaefer

President and CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By

Stephanie Dumb  
Executive Director

RULES AND REGULATIONS

F. CLASSIFICATION OF MEMBERS

30. PURPOSE OF CLASSIFICATION

All members have similar characteristics in their use of service. Special classification will be avoided unless surrounding conditions are so unusual that to apply one of the existing rates or rules would result in serious injustice to either the particular member or to all other members.

31. CLASSES OF SERVICE

Members of the Cooperative are served under the following classification and applicable rate schedules:

- |    |             |   |     |
|----|-------------|---|-----|
| a. | Schedule 10 | Residential Service                                     | (T) |
| b. | Schedule 11 | Residential Service-Off Peak Retail Marketing Rate      | (T) |
| c. | Schedule 20 | Commercial Service Less than 50 kW                      | (T) |
| d. | Schedule 22 | Commercial Service-Off Peak Retail Marketing Rate       | (T) |
| e. | Schedule 40 | Large Power Loads 50 kW and Over                        | (T) |
| f. | Schedule 46 | Large Power Rate 500 kW and Over                        |     |
| g. | Schedule 47 | Large Power Rate 500 kW and Over                        | (T) |
| h. | Schedule 48 | Large Power Rate 5,000 kW and Over                      |     |
| i. | Schedule 50 | Schools, Churches, Community Halls, and Community Parks | (T) |
| j. | Schedule 52 | All electric schools (A.E.S.)                           |     |
| k. | Schedule OL | Outdoor Lighting Service                                |     |

For information as to the availability rates, charges, types of service, terms, etc., of the above-mentioned services, see applicable rate schedule, a copy of which is attached hereto and made a part hereof.

Date of Issue: 09-19-08

Effective Date: 10-26-08

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

*Donald R. Schaefer*

President and CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By \_\_\_\_\_

*Stephanie Dumb*  
Executive Director

RULES AND REGULATIONS

G. EXTENSIONS

32. DEFINITIONS:

Permanent Dwelling: A structure enclosed within exterior walls or fire walls, built, and framed of component structural parts and designed for year round occupancy. A doublewide trailer can be considered a permanent dwelling if it is placed on a concrete foundation and the wheel assemblies and hitches are removed. All permanent dwellings shall have sewer or septic services. The consumer will sign a one-year service agreement.

Temporary Service: A service that is temporary or will only have a useful life of less than one year.

Subdivision: A tract of property that has been divided into ten or more lots of less than one acre each or there are two or more multiple occupancy buildings. Utility easements must be incorporated into the plans and recorded in the county court recorder's office.

Single Phase Commercial Service: A consumer with a non-residential rate that is permanent and utilizes single-phase service. The consumer will sign a one-year service agreement.

Three Phase Commercial Service: A consumer with a non-residential rate that is permanent and utilizes three-phase service. The consumer will sign a one-year service agreement.

Underground Cost Differential: The difference between the cost of overhead and underground facilities. The underground cost differential will be updated periodically and filed with the Public Service Commission (See Rule and Regulations).

(T)

Date of Issue: 09-19-08

Effective Date By

Issued By:

Donald R. Schaefer

President and CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Stephanie Rumba  
Executive Director

Jackson Energy Cooperative Corporation

RULES AND REGULATIONS

33. OVERHEAD EXTENSIONS:

A. SINGLE PHASE LOADS:

The cooperative will furnish, at no expense to the consumer, an initial service drop from an existing pole to the consumer's structure providing the customer's meter base is accessible.

All facilities installed by the cooperative shall remain cooperative property and may be removed at any reasonable time after service is disconnected.

A distribution line extension of 1,000 feet or less of single-phase primary will be installed for a permanent dwelling without charge to the consumer with an application for membership. The service drop will not be included in the above measurement. Consumer will pay actual charges for the construction of the distribution line over 1,000 feet.

If the extension exceeds 1,000 feet for a single-phase consumer a construction advance is required. The charge will be based on the additional footage over the 1,000 feet. The construction advance is required prior to construction.

Each consumer who paid the construction advance and receiving service under the above plan will be reimbursed for a ten-year period for each consumer added under the following conditions:

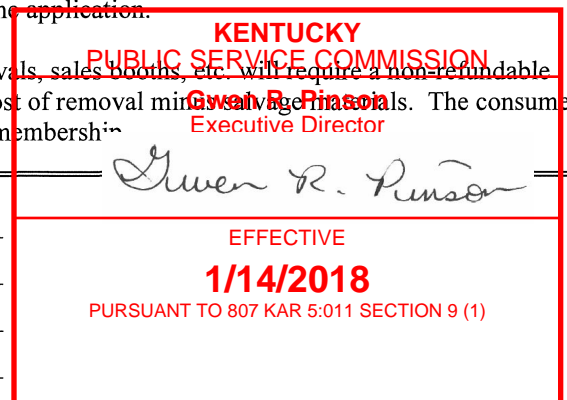
1. 1,000 feet of the original construction advance if a service drop for a new permanent consumer is connected to the extension (not to a lateral from the extension),
2. The difference of 1,000 feet and the length of a primary lateral attached to the extension, for a permanent consumer.
3. The total amount refunded shall not exceed the original construction advance.

Subdivisions will be allowed 1,000 feet extension for each lot developed with roads, iron property pins, and within six (6) inches of final grade. Service will only be extended to active phases of the subdivision. The cooperative reserves the right to charge a construction advance for any service requested without permanent dwellings under construction or for sections that are not being developed at the time of the request.

A line extension of 150 feet, or less, will be installed to serve permanent single phase commercial or nonresidential members, without charge, with an application for membership. If the line extension exceeds 150 feet, then a charge for the extension may be required prior to construction. The charge will be based on the member's stated electrical load at the time of the application.

Service to temporary installations such as tents, carnivals, sales booths, etc. will require a non-refundable contribution of the estimated installed cost plus the cost of removal minimum average \$100. The consumer will be required to install a meter base and apply for membership.

DATE OF ISSUE December 14, 2017  
DATE EFFECTIVE January 14, 2018  
ISSUED BY Paul Wright  
TITLE President & CEO



RULES AND REGULATIONS

B. THREE PHASE LOADS:

Three-phase service will be extended to consumers if they meet the following criteria:

- i. The three phase load will be in excess of 30 kW load,
- ii. The load will be a permanent installation and provide steady monthly revenue for the cooperative.

Consideration will be given for any portion of the facilities that are installed that will benefit the cooperative system. An example of this type of benefit is a three-phase line to a load center that would require three-phase service in the near future.

If the three-phase extension is to serve a new three-phase commercial/industrial load, the charges of extending the three-phase service may be waived if the expected revenues are sufficient to receive a return on the investment. (T)

The first 300 feet of the extension will be installed overhead, free of charge. If the extension exceeds 300 feet, a charge for the extension may be required prior to construction. The contribution required will consider the amount of revenue expected and the cost of facilities.

Temporary three-phase service will be provided if the consumer pays the following charges:

- a. The cost of installation
- b. The cost of removal
- c. Minus the salvage of materials
- d. The contribution must be paid before the temporary service is installed.

For additional consumers connected to an extension or lateral from the distribution line, the utility shall refund to any customer who paid for excessive footage the cost of 300 feet of line less the length of the lateral extension. The total amount refunded shall not exceed the original contribution in aid of construction. (T)  
(T)

34. UNDERGROUND EXTENSIONS:

The Company will install single phase underground distribution lines to a residential subdivision under the following conditions:

1. The subdivision being developed must consist of a tract of land that is divided into ten (10) or more lots for the construction of new residential buildings or the land on which is constructed two (2) or more new multiple occupancy buildings (refer to 807 KAR 5:041, Section 21 for definitions of terms). Underground lines will be installed in subdivisions if the area is under active development. Portions of the subdivision that do not have roads, improvements such as sewers, etc. or are not to final grade will not be served until such improvements are underway. The developer will pay a non-refundable contribution based on the standard underground cost differential.

Date of Issue: 09-19-08

Effective Date: 1

Issued By:

Donald R. Schaefer

President and CEO

By

Executive Director

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

RULES AND REGULATIONS

34. UNDERGROUND EXTENSIONS (CONT):

2. Developer or owner of subdivision shall trench, backfill and install conduit as specified by the Cooperative engineering staff. If the applicant is required to deposit the entire estimated cost of the extension, the amount in excess of the normal charge for underground extensions shall be refunded to the applicant over a ten (10) year period as provided in Public Service Commission 807 KAR 5:041, Section 21.
3. The Company will construct underground distribution facilities in the subdivision adequate to render single-phase 120/240-volt service.
4. Developer or successor in title shall grant an Easement satisfactory to the company for the installation, operation and maintenance of its underground facilities in reasonable time to meet service requirements. Developer is required to grant easements on the plat that is recorded in the county court records. The customer will make the area accessible, remove all obstructions and stake property corners, grade to within six inches of final grade and maintain the rights of way during construction. Easements are to be binding to subsequent property owners.
5. The requirements as to wiring specifications of the utility and those of any regulatory body having jurisdiction must be followed. The Utility's Rates, Rules and Regulations for furnishing electric service apply in the case of underground service and overhead service alike.
6. Underground differential charges may be waived for the developer or applicant of a minimum 10-lot subdivision, if the subdivision meets the all-electric requirements. The subdivision shall have the restriction that all construction within the development meet all-electric requirements and shall be shown on the recorded plat.
7. A copy of the current cost differential will be kept on file in the Cooperative's Office at all times.

For all other developments, an underground cost differential will be calculated and required before construction. The consumer will be required to pay a non-refundable contribution in aide of construction for the underground cost differential prior to construction. The calculated underground cost differential will include transformers and any other expected costs such as rock removal, etc. and will be expressed as cost per foot. The underground cost differential charges will be in addition to any charge for the extension of primary lines.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Date of Issue: 09-19-08

Effective Date By

Issued By: Donald H. Schaefer

President and CEO Stephanie Dumb  
Executive Director

RULES AND REGULATIONS

35. SERVICE TO MOBILE HOMES

The Cooperative will furnish service to house trailers or mobile homes under the following conditions:

- A. The applicant will pay to the Corporation a membership fee, a customer advance for construction if required, and a deposit in consideration of which the Cooperative will build an electric line to service the mobile home. Following is the policy regarding customer advance for construction.
1. All extensions of up to 150 feet from the nearest facility shall be made without charge.
  2. Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the customer shall pay the utility a customer advance for construction of fifty dollars (\$50.00) in addition to any other charges required by the utility for all customers. This advance shall be refunded at the end of one (1) year if the service to the mobile home continues for that length of time.
  3. For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, the utility will charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus fifty dollars (\$50.00). Beyond 1,000 feet the extension policies set forth in 807 KAR 5:041 Section 12 applies.
    - (a) This advance shall be refunded to the customer over a four (4) year period in equal amounts for each year the service is continued.
    - (b) If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another not take its place within sixty (60) days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
    - (c) No refunds shall be made to any customer who did not make the advance originally.
- B. The fees and advances paid will not give the Applicant any right, title or interest in any of the equipment.
- C. The membership fee and deposit will be handled in accordance with other membership fees and deposits and the application for it are separate from this application.
- D. The member shall have installed a pole per the NEC with a meter base and a waterproof service switch of sufficient size to serve the load for the trailer.

Date of Issue: 09-19-08

Issued By: Donald H. Schafer

Effective Date: 1

President and CE

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By

Executive Director

RULES AND REGULATIONS

36. POLICY ON UNDERGROUND SERVICE AND DIFFERENTIAL COST

1. The Applicant shall pay the Cooperative a non-refundable fee equal to the Estimated Average Cost Differential between underground and overhead lines.
2. Underground services up to 400 amps will be installed at cost shown on Sheet No. 117. For underground services over 400 amps the actual Differential Cost will be computed.
3. The Estimated Average Cost Differential for Underground Primary is shown on Sheet No. 118.
4. The Applicant shall furnish and install conduit specified by the Cooperative to meet its standards for wiring.
5. The Applicant shall perform the necessary trenching and backfilling in accordance with the Cooperative's specifications.
6. The Cooperative will furnish, install, maintain and own the service lateral to the meter. The Cooperative will determine the size and type of the service lateral conductors and equipment to be used in any installation.
7. In a case where the Applicant prefers to install their own underground service from the meter to the point of use, special arrangements may be made on an individual basis.
8. Wiring specifications of the Cooperative and any regulatory body having jurisdiction must be followed.

Date of Issue: 09-19-08

Issued By: Donald R. Schaefer

Effective Date: 1

President and CE

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By

Executive Director

**Secondary Underground Differential Cost**  
2023 Actual Work Completed

Description	2023 Cost per Foot
Average Cost, Individual Single-Phase Underground Secondary	\$19.36
Average Cost, Individual Single-Phase Overhead Secondary	\$33.81
<b>Average Underground Differential Cost</b>	<b>(\$14.45)</b>

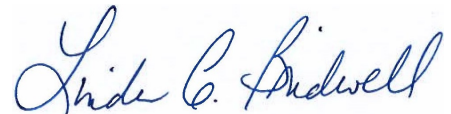
Based on 2023 data, Underground Secondary Cost Per Foot is \$14.45 less than Overhead Secondary Cost. Therefore, there will be no additional charge for Secondary Underground service.

Date of Issue: April 16, 2024

Date Effective: Services rendered on or after June 1, 2024

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

President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION****Linda C. Bridwell**  
Executive Director

EFFECTIVE

**6/1/2024**

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

**Primary Underground Differential Cost**  
2023 Actual Work Completed

Description	2023 Cost per Foot
Average Cost, Individual Single-Phase Underground Primary	\$20.46
Average Cost, Individual Single-Phase Overhead Primary	\$21.69
<b>Average Underground Differential Cost</b>	<b>(\$1.23)</b>

Based on 2023 data, Underground Primary Cost Per Foot is \$1.23 less than Overhead Primary Cost. Therefore, there will be no additional charge for Primary Underground service.

Date of Issue: April 16, 2024

Date Effective: Services rendered on or after June 1, 2024

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

President & CEO

*Carol Wright*

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

EFFECTIVE

**6/1/2024**

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

RULES AND REGULATIONS

37. POLICY ON RIGHT-OF-WAY CLEARING BY MEMBERS

1. The Cooperative currently uses contractors to clear right-of-way. The Cooperative will allow any member to clear right-of-way on the member's property. If member chooses to clear his or her own right-of-way, then the cost to clear right-of-way will be excluded from the cost of the line extension.

Date of Issue: 09-19-08

Effective Date: 10-26-08

Issued By: Donald R. Schaugh

President and CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
10/26/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By

Stephanie Dumb  
Executive Director

RULES AND REGULATIONS

34. MONITORING USAGE

1. The Cooperative shall monitor customers' usage at least annually by means of a High or Low usage check.
2. The procedure shall be designed to bring to attention unusual deviations in a customer's usage by at least fifty percent (50% ) High or Low.
3. If a customer's usage is unduly high and the deviation is not otherwise explained, the Utility shall test the customer's meter to determine whether the meter shows an average error greater than two percent (2%) fast or slow.
4. If the Cooperative's procedure for monitoring usage indicates that an investigation of a customer's usage is necessary, the Cooperative shall notify the consumer in writing either during or immediately after the investigation of the reasons for the investigation and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, the Cooperative shall notify the consumer by the most expedient means available.
5. If a meter is tested and it is found necessary to make a refund or back bill a consumer, the consumer shall be notified. The notification shall give the date, meter number, whether it was periodic requested or complaint, and the amount charged or credited to the consumer's account. The notice shall state that the consumer is entitled to a cash refund of any amount overbilled if the Cooperative is notified within seven (7) days of the date of this notice.
6. Consumer accounts shall be considered to be current while a dispute is pending as long as a consumer continues to make payments for the disputed period in accordance with historic usage and stays current on subsequent bills.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

AUG 22 1997

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

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

Date of Issue: August 19, 1997

Effective Date: August 22, 1997

Issued By: Donna L. Hays

President and General Manager

**AGREEMENT FOR PURCHASE OF POWER**  
**JACKSON ENERGY COOPERATIVE CORPORATION**  
**MCKEE, KENTUCKY**

**RECEIVED**  
JUN 30 2005  
PUBLIC SERVICE  
COMMISSION

This agreement (applicable to all rates that have, as part of their tariff, a KW demand billing; including rates 30, 40, 43,46, 47, and 48) is made and entered into by and between Jackson Energy Cooperative Corporation, hereinafter called "Seller", and \_\_\_\_\_, hereinafter called "Buyer", whose address is \_\_\_\_\_, account number is \_\_\_\_\_, and map number is \_\_\_\_\_.

**A. TERMS**

The Seller agrees to sell and to deliver to the Buyer who agrees to purchase and receive from the Seller all of the electric power and energy which the Buyer may need at \_\_\_\_\_ up to \_\_\_\_\_ KW upon the following terms: service shall be alternating \_\_\_\_\_ phase; sixty cycles \_\_\_\_\_ volts; demand \_\_\_\_\_ KVA.

**B. PAYMENT**

1. The Buyer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Rate Schedule \_\_\_\_\_ attached hereto and incorporated as part of this agreement.

2. The initial billing period of this agreement shall begin when the Buyer begins using electric power and energy, or thirty (30) days after the Seller notifies the Buyer in writing that service is available, whichever shall occur first.

3. Bills due and owing by the Buyer for power supplied under this agreement by the Seller shall be paid at the office of the Seller located at \_\_\_\_\_. Said bills shall be paid monthly within ten (10) days after the date upon which the bill is mailed to the Buyer. If the Buyer fails to pay any such amount owing within the aforesaid ten (10) day period, the Seller has the right to discontinue service under this agreement by giving ten (10) days notice to the Buyer in writing. This shall comply with the Seller's rules on termination and the Kentucky Public Service Commission's regulations prescribed in 807KAR5:006, Section 14, (1)(f). Upon service cessation, the Buyer shall be in violation of the terms and conditions of this contract and may be required to reimburse to the Seller damages as stated in Section (Q) of this agreement.

4. The Seller has the right to increase the rate under which the Buyer purchases electrical power and service under this agreement if either (i) the rate under which the Seller purchases its electric energy is increased; or (ii) the Seller is allowed to increase the rate it charges for electric energy as approved by the Kentucky Public Service Commission.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/24/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)**

By  \_\_\_\_\_  
Executive Director

C. MINIMUM MONTHLY CHARGE

(T)

Notwithstanding any provisions in the attached rate schedule, and irrespective of the actual requirements of the Buyer for electric energy, the Buyer shall pay a minimum monthly charge to the Seller for the availability of service, not less than \$ \_\_\_\_\_ per month.

(T)

(T)

(T)

D. CONTINUITY OF SERVICE

(T)

The Seller hereby promises to use reasonable diligence to provide a constant and uninterrupted supply of electric energy and power, but if such supply fails, is interrupted, or becomes defective through an act of God, the public enemy, by accident, strikes, labor troubles, action of the elements, or inability of the Seller to secure a right-of-way or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller is discharged and excused from its duties under this contract.

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E. MEMBERSHIP

(T)

The Buyer shall become a member of the Seller (that is a member of Jackson Energy Cooperative Corporation), and shall pay all membership fees and be bound by the provisions of the Articles of Incorporation and By-Laws of the Seller, and by such rules and regulations as may from time to time be adopted by the Seller.

(T)

(T)

F. TERMS

(T)

This agreement shall become effective on the date it is executed as indicated below, and shall remain in effect for \_\_\_\_\_ year(s) from that time. Thereafter, this agreement may be terminated by either the Seller or the Buyer by giving notice within thirty (30) days in writing of the intent to do so, or upon termination of electric service for any period in excess of ninety (90) days.

(T)

(T)

(T)

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(T)

G. SUCCESSION

(T)

This agreement shall be binding upon and inure to the benefit of the successors, Assignees, and legal representatives of the parties.

(T)

(T)

H. PREPAYMENT

(T)

The Buyer shall make a prepayment with the Seller in the sum of \$ \_\_\_\_\_, which represents contributions toward line extensions and other capital expenditures required to make services available to the Buyer on or before commencement of construction of such facilities. Such prepayment shall be returnable to the Buyer subject to the conditions outlined by the Kentucky Public Service Commission in 807 K.A.R. 5:041. No refund shall be made to the Buyer of any portion of the prepayment remaining upon termination of this agreement. This prepayment is different from and in addition to the damages referred to in Section \_\_\_\_\_ of this agreement for capital expenditures.

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

By   
Executive Director

I. PROTECTIVE EQUIPMENT

(T)

The Seller shall not be obligated to provide or be responsible for providing protective equipment for the Buyer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits, or other abnormal system conditions, but the Seller, may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by the Buyer shall be capable of satisfactory coordination with any protective equipment installed by the Seller.

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(T)

J. ELECTRIC DISTURBANCES

(T)

The Buyer shall not use the energy delivered under this agreement in such a manner so as to cause electric disturbances which may be reasonably expected to (i) cause damage to or interfere with the Seller's systems, facilities, or other property in proximity to the Seller's systems; or (ii) prevent the Seller from serving other Buyers satisfactorily.

(T)  
(T)  
(T)  
(T)

The Seller may, at any time during the term of this agreement, notify the Buyer of any such electric disturbance and, before attempting to take any other action, the Seller shall afford the Buyer a reasonable time and opportunity under the circumstances involved to correct or suppress the disturbances. If the Buyer does not so correct or suppress the disturbances, then the Seller may suspend or discontinue the electric service.

(T)  
(T)  
(T)  
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(T)

Any interruption of service, which may become necessary by reason of this Section, shall not relieve the Buyer from its obligation to pay the Seller the minimum monthly charge as specified in this agreement and/or the attached rate schedule.

(T)  
(T)

K. RIGHT OF ACCESS

(T)

Duly authorized representatives of the Seller shall be permitted to enter the Buyer's premises at all reasonable times in order to carry out the provisions of this agreement.

(T)  
(T)

L. RIGHT OF REMOVAL

(T)

Any and all equipment apparatus, devices, or facilities placed, installed, or caused to be placed or installed by either of the parties to this agreement on or in the premises of the other party shall be and shall remain the property of the party installing such equipment, apparatus, devices, or facilities, regardless of the mode or manner of annexation or attachment to the real property of the other. Upon the termination of this Agreement, or upon any extensions of this agreement, the owner of such equipment referred to in this Section shall have the right to enter upon the property of the other party within a reasonable time and remove all or any portion of such equipment.

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(T)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/24/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

M. CHOICE OF LAW

(T)

This agreement shall be construed in light of and in accordance with the laws of the Commonwealth of Kentucky.

(T)

(T)

N. VENUE

(T)

All legal actions brought by either party based upon this agreement shall be brought in the Laurel Circuit Court, Laurel County, Kentucky, unless the action is within the original jurisdiction of the Kentucky Public Service Commission.

(T)

(T)

(T)

O. SEVERABILITY

(T)

If for any reason, any part of this agreement should fail, or be found nonbinding, the remainder of this agreement shall not be affected.

(T)

(T)

P. RIGHT TO EXECUTE

(T)

The representatives of the Seller and the Buyer, as indicated below, covenant that they have the right and the authority to bind the Seller and the Buyer to the terms of this agreement.

(T)

(T)

Q. DAMAGES

(T)

In the event this agreement is breached by the Buyer, the Seller is entitled to recover liquidated damages and other damages from the Buyer as follows:

(T)

(T)

1. The Seller may recover from the Buyer an amount equal to the average usage of the Buyer of electricity for the previous three (3) months multiplied by the number of months remaining in the agreement term. If the Buyer breaches the agreement prior to this three (3) month period, the Seller may recover from the Buyer an amount equal to the minimum charge previously referred to, multiplied by the number of months remaining in the agreement term. Any termination during a month shall be prorated based upon the number of days in that month.

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2. In addition to the damages referred to in the previous paragraph, if the Buyer breaches this agreement, the Seller may recover liquidated damages from the buyer in the initial amount of \$\_\_\_\_\_, which represents initial capital expenditures to establish service to the Buyer, which were not included in the prepayment charged to the Buyer referred to in Section (H) of this agreement. The aforementioned amount shall be reduced, proratably, by the number of months in the term of this agreement during which the Buyer has not breached the agreement. If the contract is breached during a given month, the damages shall be prorated based upon the number of days in that month.

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3. Nothing in this agreement limits the rights of the Seller at law or equity to seek any type of damages for breach of contract.

(T)

(T)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/24/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (T)

\_\_\_\_\_  
Company Name Jackson Energy Cooperative Corp.

\_\_\_\_\_  
Name and Title of Company Representative Donald R. Schaefer, President / CEO (T)  
(T)

\_\_\_\_\_  
Signature of Company Representative Signature (T)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/24/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

**JACKSON ENERGY**A Touchstone Energy<sup>®</sup>  
CooperativeHours: Mon - Fri 7:30 AM - 4:30 PM  
Visit us online at [www.jacksonenergy.com](http://www.jacksonenergy.com)  
Phone: (606) 364-1000 or 1-800-262-7480  
Pay By Phone: 1-844-206-7878**Member Name**  
**Account #****JOHN DOE**  
123456789**Important Messages**

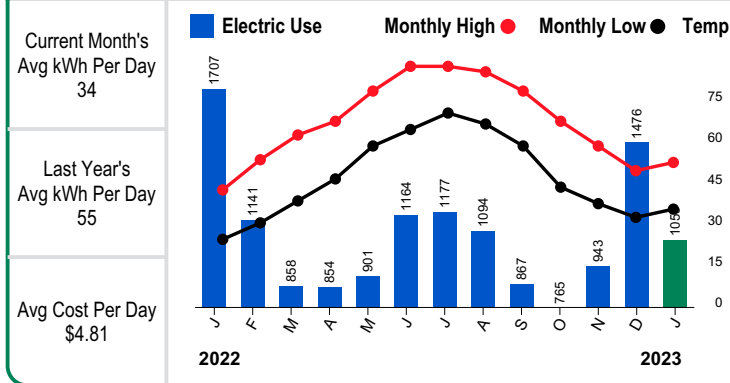
Monthly messages will print in this area.

**Total  
Amount Due****\$149.00**Due Date:  
**02/28/23**

<b>Billing Date:</b>	<b>02/10/23</b>
<b>Current Bill Due Date:</b>	<b>02/28/23</b>
Previous Balance	\$224.00
Payment Received	-\$224.00
Balance Forward	\$0.00
Current Charges Due 02/28/2023	\$149.00
<b>AutoPay on 02/28/2023</b>	<b>\$149.00</b>

**Service Add: 123 ANY ROAD**

Meter Number	Rate	Reading Dates From	Reading Dates To	Readings Previous	Readings Present	Days	Reading Type	Multi	kWh Usage	Demand Usage	Fuel Adjust Rate
999999999	10RES	01/01/23	02/01/23	80883	81938	31	Actual	1	1055	0.000	0.011880

**Usage History****Current Service Detail**

Customer Charge		\$24.76
Energy Charge	1,055 kWh @ 0.089980	\$94.93
Fuel Adjustment	1,055 kWh @ 0.011880	\$12.53
Environmental Surcharge	@ 8.8%	\$11.64
School Tax - 3%		\$4.32
Roundup Contribution		\$0.82
<b>Total Current Charges</b>		<b>\$149.00</b>

**JACKSON ENERGY**A Touchstone Energy<sup>®</sup>  
Cooperative**115 Jackson Energy Lane • McKee KY 40447-8847****PAY YOUR BILL 24/7****ONLINE:** Check, credit or debit at [www.jacksonenergy.com](http://www.jacksonenergy.com) or download the SmartHub app.**Pay By Phone:** 1-844-206-7878**Your Kiosk Bar Code** →

4 48

JOHN DOE  
123 ANY STREET  
MCKEE KY 40447-2019

19003123456789000000149008888147882

<b>Account Number</b>	<b>123456789</b>
<b>Total Amount Due 02/28/23</b>	<b>\$149.00</b>
<b>If Paid After 02/28/23, pay</b>	<b>\$156.45</b>

Your payment and any returned items may be processed electronically.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**Jackson Energy Cooperative  
PO Box 700  
Arnsvil**Linda C. Bridwell**  
Executive Director

EFFECTIVE

**5/1/2023**

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



# **JACKSON ENERGY COOPERATIVE CORPORATION**

**P.O. BOX 307  
MCKEE, KENTUCKY 40447**

## **EMERGENCY ENERGY CURTAILMENT PLAN AND PROCEDURES**

**Revised  
September 2001**

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**MAR 01 2002**

**PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)**

**BY Stephen D. Bu  
SECRETARY OF THE COMMISSION**

Jackson Energy Cooperative Corporation  
Plans and Procedures

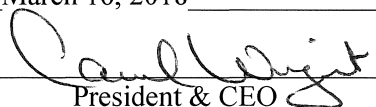
**Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

For more information on EKPC's Load Shedding plan, please refer to EKPC's Emergency Electric Procedures contained in its Wholesale Power Service Tariff approved by the Commission November 2, 2017.

Date of Issue: February 16, 2018

Date Effective: March 16, 2018

Issued By:   
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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**3/18/2018**

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

Jackson Energy Cooperative Corporation  
Plans and Procedures

**APPENDIX A**

**Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

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President & CEO

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Jackson Energy Cooperative Corporation  
Plans and Procedures

**APPENDIX B**

**Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

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President & CEO

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Executive Director



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Jackson Energy Cooperative Corporation  
Plans and Procedures

**APPENDIX C**

**Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

For more information on EKPC's Load Shedding plan, please refer to EKPC's Emergency Electric Procedures contained in its Wholesale Power Service Tariff approved by the Commission November 2, 2017.

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Date Effective: March 16, 2018

Issued By: Paul W. W. W.  
President & CEO

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Executive Director

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

Jackson Energy Cooperative Corporation  
Plans and Procedures

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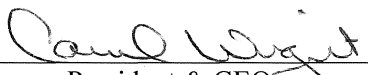
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Date of Issue: \_\_\_February 16, 2018\_\_\_

Date Effective: \_\_\_March 16, 2018\_\_\_

Issued By:   
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Executive Director



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Jackson Energy Cooperative Corporation  
Plans and Procedures

**APPENDIX D**

**Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

For more information on EKPC's Load Shedding plan, please refer to EKPC's Emergency Electric Procedures contained in its Wholesale Power Service Tariff approved by the Commission November 2, 2017.

Date of Issue: February 16, 2018

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Issued By:   
President & CEO

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PUBLIC SERVICE COMMISSION**

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Executive Director



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**3/18/2018**

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

**Appendix E****Mandatory Load Curtailment Procedure****Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

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DATE OF ISSUE December 14, 2017  
DATE EFFECTIVE January 14, 2018  
ISSUED BY Paul Wajnt  
TITLE President & CEO

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**Gwen R. Pinson**  
Executive Director

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

Jackson Energy Cooperative Corporation Plan and Procedures

For Entire Service Area  
PSC KY. No. 6  
2<sup>nd</sup> Revised Sheet No. 137  
Cancelling PSC KY. No. 5  
1<sup>st</sup> Revised Sheet No. 137

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TITLE President & CEO

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Executive Director

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**1/14/2018**

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

Jackson Energy Cooperative Corporation Plan and Procedures

For Entire Service Area  
PSC KY. No. 6  
2<sup>nd</sup> Revised Sheet No. 138  
Cancelling PSC KY. No. 5  
1<sup>st</sup> Revised Sheet No. 138

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DATE OF ISSUE December 14, 2017  
DATE EFFECTIVE January 14, 2018  
ISSUED BY Paul Wight  
TITLE President & CEO

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

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Jackson Energy Cooperative Corporation  
Plans and Procedures

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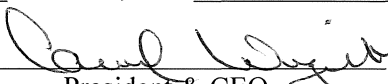
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Date of Issue: February 16, 2018

Date Effective: March 16, 2018

Issued By:   
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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

**APPENDIX F****Under Frequency Load Shed Plan****Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Jackson Energy Cooperative Corporation, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies.

For more information on EKPC's Load Shedding plan, please refer to EKPC's Emergency Electric Procedures contained in its Wholesale Power Service Tariff approved by the Commission November 2, 2017.

DATE OF ISSUE December 14, 2017  
DATE EFFECTIVE January 14, 2018  
ISSUED BY Carol Wright  
TITLE President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

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

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ISSUED BY *Carol Wright*  
TITLE President & CEO

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Executive Director

*Gwen R. Pinson*

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DATE OF ISSUE December 14, 2017  
DATE EFFECTIVE January 14, 2018  
ISSUED BY *Paul Wight*  
TITLE President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

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**1/14/2018**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
3<sup>rd</sup> Revised Sheet No. 160  
Canceling P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 160

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Date of Issue: October 1, 2018

Date Effective: Services rendered on or after January 1, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**1/1/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 160.1  
Canceling P.S.C. No. 5  
Original Sheet No. 160.1

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Date of Issue: October 1, 2018

Date Effective: Services rendered on or after January 1, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**1/1/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
3<sup>rd</sup> Revised Sheet No. 161  
Canceling P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 161

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Date of Issue: October 1, 2018

Date Effective: Services rendered on or after January 1, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**1/1/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 162  
Canceling P.S.C. No. 5  
Original Sheet No. 162

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**[SHEET CANCELLED]**  
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Date of Issue: October 1, 2018

Date Effective: Services rendered on or after January 1, 2019

Issued By:

  
President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**1/1/2019**

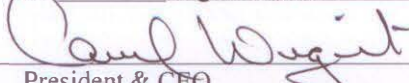
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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DATE OF ISSUE July 22, 2014

DATE EFFECTIVE August 25, 2014

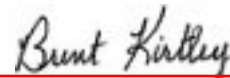
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**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH



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**8/25/2014**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
2<sup>nd</sup> Revised Sheet No. 164  
Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 164

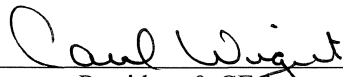
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**1/1/2019**

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

Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
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Jackson Energy Cooperative Corporation

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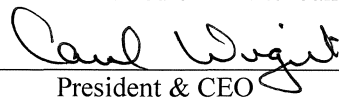
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Jackson Energy Cooperative Corporation

For Area Served  
P.S.C. No. 5  
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Canceling P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 165

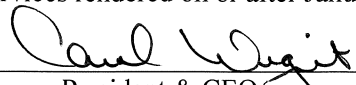
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**1/1/2019**

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

SCHEDULE NM – NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Jackson Energy Cooperative's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Jackson Energy Cooperative'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, Jackson Energy Cooperative's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a retail electric member of Jackson Energy Cooperative with a generating facility that:

- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than forty-five (45) kilowatts;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Jackson Energy Cooperative's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

At its sole discretion, Jackson Energy Cooperative may provide Net Metering to other member-generators not meeting all conditions listed above on a case-by-case basis.

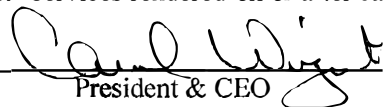
METERING

Jackson Energy Cooperative 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 Jackson Energy Cooperative's Commission-approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Jackson Energy Cooperative using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Jackson

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Executive Director



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**1/3/2020**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 171

Original Sheet No. 171

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

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Energy Cooperative to the member-generator and from the member-generator to Jackson Energy 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 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, Jackson Energy Cooperative 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 Jackson Energy Cooperative exceed the deliveries of energy in kWh from Jackson Energy Cooperative 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 Jackson Energy Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to Jackson Energy Cooperative, the member-generator shall pay Jackson Energy Cooperative for the net amount of energy delivered by Jackson Energy 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.

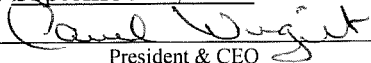
The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Jackson Energy Cooperative 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.

Net Metering Credits are not transferable between members or locations.

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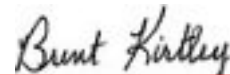
ISSUED BY   
President & CEO

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**



**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No.172  
Original Sheet No. 172  
Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

### APPLICATION AND APPROVAL PROCESS

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

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

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

Members may contact Jackson Energy Cooperative 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 Jackson Energy Cooperative's website.

### LEVEL 1 AND LEVEL 2 DEFINITIONS

#### 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).

Jackson Energy Cooperative 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.

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President & CEO

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>9/4/2013</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 173

Original Sheet No. 173

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

- 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 Jackson Energy Cooperative distribution lines, the generator shall appear as a phase-to-phase connection at the primary Jackson Energy Cooperative distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Jackson Energy Cooperative distribution lines, the generator shall appear to the primary Jackson Energy Cooperative distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Jackson Energy Cooperative 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 Jackson Energy Cooperative 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, Jackson Energy Cooperative, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Jackson Energy Cooperative determines that the generating facility can be safely and reliably connected to Jackson Energy Cooperative's system; or 2) deny the Application as submitted under the Level 1 Application.

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President & CEO

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 174

Original Sheet No. 174

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

Jackson Energy Cooperative shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, Jackson Energy Cooperative 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, Jackson Energy Cooperative 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 examination and/or witness test if required by Jackson Energy Cooperative. Jackson Energy Cooperative's approval section of the Application will indicate if an examination and/or witness test are required. If so, the Member shall notify Jackson Energy Cooperative within 3 business days of completion of the generating facility installation and schedule an examination and/or witness test with Jackson Energy Cooperative to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Jackson Energy Cooperative and the Member. The Member may not operate the generating facility until successful completion of such examination and/or witness test, unless Jackson Energy Cooperative expressly permits operational testing not to exceed two hours. If the installation fails the examination or witness test due to non-compliance with any provision in the Application and Jackson Energy Cooperative approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-examined by Jackson Energy Cooperative.

If the Application is denied, Jackson Energy Cooperative 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:

- 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

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President & CEO

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

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**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 175

Original Sheet No. 175

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

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

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

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

If the Application lacks complete information, Jackson Energy Cooperative 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, examination and/or witness test requirements, (T) description of and cost of construction or other changes to Jackson Energy Cooperative's

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EXECUTIVE DIRECTOR**

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**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 176

Original Sheet No. 176

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

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

APPLICATION, EXAMINATION AND PROCESSING FEES (T)

No application fees or other review, study, or examination or witness test fees may be charged by Jackson Energy Cooperative for Level 1 Applications. (T)

Jackson Energy Cooperative requires each Member to submit with each Level 2 Application a non-refundable application, examination and/or processing fee of up to \$100 for Level 2 Applications. In the event Jackson Energy Cooperative 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. Jackson Energy Cooperative 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. (T)

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Jackson Energy Cooperative's distribution system, the Member's generating facility shall comply with the following terms and conditions: (T)

- 1) Jackson Energy Cooperative 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 Jackson Energy Cooperative'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.

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President & CEO

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**KENTUCKY  
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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

Jackson Energy Cooperative Corporation

with Jackson Energy Cooperative's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Jackson Energy Cooperative, 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) Jackson Energy Cooperative's rules, regulations, and Service Regulations as contained in Jackson Energy Cooperative'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 Jackson Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Jackson Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.
- 5) 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 Jackson Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Jackson Energy Cooperative'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 Jackson Energy Cooperative to any of its other members or to any electric system interconnected with Jackson Energy Cooperative's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Jackson Energy Cooperative'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 Jackson Energy Cooperative'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 Jackson Energy Cooperative shall be responsible for repair of damage caused to the generating facility

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President & CEO

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<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>9/4/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 178

Original Sheet No. 178

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

resulting solely from the negligence or willful misconduct on the part of Jackson Energy Cooperative.

- 7) After initial installation, Jackson Energy Cooperative shall have the right to examine and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and/or examination of the generating facility and upon reasonable advance notice to the Member, Jackson Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site examinations to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff. (T)
- 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 Jackson Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Jackson Energy Cooperative'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 Jackson Energy Cooperative personnel at all times. Jackson Energy Cooperative 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 Jackson Energy Cooperative's safety and operating protocols. (T)
- 9) Jackson Energy Cooperative shall have the right and authority at Jackson Energy Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Jackson Energy Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Jackson Energy Cooperative's electric system may create or contribute to a system emergency on either Jackson Energy Cooperative'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 Jackson Energy Cooperative's electric system; or (c) the generating facility interferes with the operation of Jackson Energy Cooperative's electric system. In non-emergency (T)

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PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley [Signature]*

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**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 179

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Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

situations, Jackson Energy Cooperative 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 Jackson Energy Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, the Jackson Energy Cooperative may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Jackson Energy Cooperative, 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 Jackson Energy Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's 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 Jackson Energy Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of the Jackson Energy Cooperative or its employees, agents, representatives, or contractors.

The liability of the Jackson Energy Cooperative 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 Jackson Energy cooperative with proof of such insurance at the time that application is made for net metering.

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President & CEO

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 180

Original Sheet No. 180

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

- 13) By entering into an Interconnection Agreement, or by examination, if any, or by non-rejection, or by approval, or in any other way, Jackson Energy Cooperative 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. (T)
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the Jackson Energy Cooperative 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, Jackson Energy Cooperative 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, Jackson Energy Cooperative 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.

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 Jackson Energy Cooperative at least sixty (60) days' written notice; (b) Jackson Energy Cooperative 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 Jackson Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Jackson Energy Cooperative 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.

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wrigley  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 181

Original Sheet No. 181

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

**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:

Jackson Energy Cooperative, 115 Jackson Energy Lane, McKee, KY 40447

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

Phone: 1-606-364-1000, Fax: 1-606-364-1013

Member Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address: \_\_\_\_\_

Member Phone No.: \_\_\_\_\_ Member E-Mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-Mail Address (Optional): \_\_\_\_\_

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

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Inverter Manufacturer and Model #: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ Inverter Voltage Rating: \_\_\_\_\_

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

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: \_\_\_\_\_

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 182

Original Sheet No. 182

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

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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: \_\_\_\_\_

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Weget  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

Jackson Energy Cooperative Corporation

TERMS AND CONDITIONS:

- 1) Jackson Energy Cooperative 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 Jackson Energy Cooperative'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 Jackson Energy Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Jackson Energy Cooperative, 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) Jackson Energy Cooperative's rules, regulations, and Service Regulations as contained in Jackson Energy Cooperative'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 Jackson Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Jackson Energy Cooperative 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 Jackson Energy Cooperative's electric system. At all times when the generating facility is

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Cand Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 184

Original Sheet No. 184

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

being operated in parallel with Jackson Energy Cooperative'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 Jackson Energy Cooperative to any of its other members or to any electric system interconnected with Jackson Energy Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Jackson Energy Cooperative'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 Jackson Energy Cooperative'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 Jackson Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Jackson Energy Cooperative.
- 7) After initial installation, Jackson Energy Cooperative shall have the right to examine and/or witness commissioning tests, as specified in the Level 1 Application and approval process. Following the initial testing and/or examination of the generating facility and upon reasonable advance notice to the Member, Jackson Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site examinations to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 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 Jackson Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Jackson Energy Cooperative'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 Jackson Energy Cooperative personnel at all times. Jackson Energy Cooperative may waive the requirement for an EDS for a generating facility at its

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ISSUED BY Carol Wiggall  
President & CEO

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 185

Original Sheet No. 185

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Jackson Energy Cooperative's safety and operating protocols.

- 9) Jackson Energy Cooperative shall have the right and authority at Jackson Energy Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Jackson Energy Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Jackson Energy Cooperative's electric system may create or contribute to a system emergency on either Jackson Energy Cooperative'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 Jackson Energy Cooperative's electric system; or (c) the generating facility interferes with the operation of Jackson Energy Cooperative's electric system. In non-emergency situations, Jackson Energy Cooperative 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 Jackson Energy Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, the Jackson Energy Cooperative may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Jackson Energy Cooperative 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 Jackson Energy Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's 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 Jackson Energy Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of the Jackson Energy Cooperative or its employees, agents, representatives, or contractors.

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

Brent Kirtley

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 186

Original Sheet No. 186

Cancelling P.S.C. No. 5

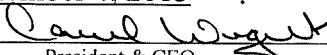
Jackson Energy Cooperative Corporation

The liability of Jackson Energy Cooperative 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 Level 1 generating facilities. The Member shall, upon request, provide Jackson Energy Cooperative with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by examination, if any, or by non-rejection, or by approval, or in any other way, Jackson Energy Cooperative 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. (T)
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the Jackson Energy Cooperative 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, Jackson Energy Cooperative 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, the Jackson Energy Cooperative 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: October 25, 2013

Date Effective: September 4, 2013

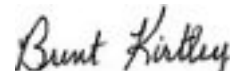
ISSUED BY   
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**9/4/2013**

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

FOR ENTIRE SERVICE AREA  
P.S.C. No. 5  
1<sup>st</sup> Revised Sheet No. 187  
Original Sheet No. 187  
Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

## 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 Jackson Energy Cooperative at least sixty (60) days' written notice; (b) Jackson Energy Cooperative 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 Jackson Energy Cooperative so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Jackson Energy Cooperative 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.

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>9/4/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 188

Original Sheet No. 188

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Jackson Energy Cooperative's Net Metering Tariff.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

#### COOPERATIVE APPROVAL SECTION

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

**Cooperative on-site examination and/or witness test:** ☐ Required ☐ Waived (T)

If an on-site examination and/or witness test is required, the Member shall notify the Cooperative (T)  
within 3 business days of completion of the generating facility installation and schedule an on-site (T)  
examination and/or witness test with the Cooperative to occur within 10 business days of completion (T)  
of the generating facility installation or as otherwise agreed to by the Cooperative and the Member.  
Unless indicated below, the Member may not operate the generating facility until such an on-site  
examination and/or witness test is successfully completed. Additionally, the Member may not operate (T)  
the generating facility until all other terms and conditions in the Application have been met.  
Call Jackson Energy Cooperative at 606-364-1000 to schedule an examination and/or witness test.

**Pre-Examination operational testing not to exceed two hours:** ☐ Allowed ☐ Not Allowed (T)

If an examination and/or witness test is waived, operation of the generating facility may begin (T)  
when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

None ☐ As specified here: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

Brent Kirtley

**EFFECTIVE**

**9/4/2013**

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

Jackson Energy Cooperative Corporation

**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 along with an application fee of \$100 to:

Jackson Energy Cooperative, 115 Jackson Energy Lane, McKee, KY 40447

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

Phone: 606-364-1000, Fax: 606-364-1013

Member Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address (Optional): \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Generating Capacity of Generating Facility: \_\_\_\_\_

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Power Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Paul Wager  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>9/4/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 190

Original Sheet No. 190

Cancelling P.S.C. No. 5

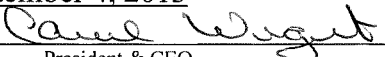
Jackson Energy Cooperative Corporation

1. 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.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data ( $X_d$ ,  $X'_d$ , &  $X''_d$ ).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

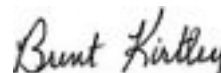
ISSUED BY   
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**



**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA  
P.S.C. No. 5  
1<sup>st</sup> Sheet No. 191  
Original Sheet No. 191  
Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

LEVEL 2  
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Jackson Energy Cooperative Corporation (Cooperative), (T) 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, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: \_\_\_\_\_

Generator Size and Type: \_\_\_\_\_

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

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

TERMS AND CONDITIONS:

- 1) Jackson Energy Cooperative 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.

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Candie Weget  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> <b>EXECUTIVE DIRECTOR</b>
<b>TARIFF BRANCH</b> <i>Brent Kirtley</i>
<b>EFFECTIVE</b> <b>9/4/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## Jackson Energy Cooperative Corporation

- 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 Jackson Energy Cooperative'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 Jackson Energy Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Jackson Energy Cooperative, 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) Jackson Energy Cooperative's rules, regulations, and Service Regulations as contained in Jackson Energy Cooperative'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 Jackson Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Jackson Energy Cooperative 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 Jackson Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Jackson Energy Cooperative'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 Jackson Energy Cooperative to any of its other members or to any electric system interconnected with Jackson Energy Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Jackson Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

Date of Issue: October 25, 2013Date Effective: September 4, 2013ISSUED BY Paul W. Wight  
President & CEOIssued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013**KENTUCKY  
PUBLIC SERVICE COMMISSION****JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**9/4/2013**

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

## Jackson Energy Cooperative Corporation

- 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 Jackson Energy Cooperative'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 Jackson Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Jackson Energy Cooperative.
- 7) After initial installation, Jackson Energy Cooperative shall have the right to examine and/or witness commissioning tests, as specified in the Level 2 Application and approval process. Following the initial testing and/or examination of the generating facility and upon reasonable advance notice to the Member Jackson Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site examinations to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff. (T)
- 8) For Level 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 Jackson Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Jackson Energy Cooperative'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 Jackson Energy Cooperative personnel at all times. Jackson Energy Cooperative 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 Jackson Energy Cooperative's safety and operating protocols. (T)

Date of Issue: October 25, 2013Date Effective: September 4, 2013ISSUED BY Paul Wright  
President & CEOIssued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013**KENTUCKY  
PUBLIC SERVICE COMMISSION****JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 194

Original Sheet No. 194

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

- 9) Jackson Energy Cooperative shall have the right and authority at Jackson Energy Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Jackson Energy Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Jackson Energy Cooperative's electric system may create or contribute to a system emergency on either Jackson Energy Cooperative'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 Jackson Energy Cooperative's electric system; or (c) the generating facility interferes with the operation of Jackson Energy Cooperative's electric system. In non-emergency situations, Jackson Energy Cooperative 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 Jackson Energy Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, the Jackson Energy Cooperative may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Jackson Energy Cooperative, 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 Jackson Energy Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's 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 the Jackson Energy Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of the Jackson Energy Cooperative or its employees, agents, representatives, or contractors.

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY David W. Wight  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

Brent Kirtley

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 195

Original Sheet No. 195

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

The liability of the Jackson Energy Cooperative 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 Level 2 generating facilities. The Member shall, upon request, provide Jackson Energy Cooperative with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by an on-site examination, if any, or by non-rejection, or by approval, or in any other way, Jackson Energy Cooperative 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 Jackson Energy Cooperative 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, the Jackson Energy Cooperative 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, the Jackson Energy Cooperative 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: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 196

Original Sheet No. 196

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

#### 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 Jackson Energy Cooperative at least sixty (60) days' written notice; (b) Jackson Energy Cooperative 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 Jackson Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Jackson Energy Cooperative 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.

#### JACKSON ENERGY COOPERATIVE

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

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

#### MEMBER

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

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

Brent Kirtley

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA

P.S.C. No. 5

1<sup>st</sup> Revised Sheet No. 197

Original Sheet No. 197

Cancelling P.S.C. No. 5

Jackson Energy Cooperative Corporation

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Exhibit A

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

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

Exhibit A will also specify requirements for a Utility on-site examination and/or witness test and when limited operation for testing or full operation may begin. (T)

Date of Issue: October 25, 2013

Date Effective: September 4, 2013

ISSUED BY Carol Wright  
President & CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2013-00004 Dated September 4, 2013

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

Brent Kirtley

**EFFECTIVE**

**9/4/2013**

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

FOR ENTIRE SERVICE AREA  
P.S.C. NO. 5  
Original Sheet No 198  
Cancelling P.S.C. No. 4

JACKSON ENERGY COOPERATIVE CORPORATION

**Exhibit A**  
**(To be developed by each member system)**

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

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

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

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

Date of Issue: April 3, 2009 Date Effective: April 8, 2009  
Issued By: Donald L. Schaefer President & CEO

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
COMMISSION  
4/8/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By [Signature]  
Executive Director

FOR All Counties Served

PSC KY NO. 5  
ORIGINAL SHEET NO. 198

Jackson Energy Cooperative Corporation  
(NAME OF UTILITY)

## **RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION**

(N)

### **APPLICABLE**

In all territory served by Jackson Energy Cooperative Corporation ("Jackson Energy").

### **AVAILABILITY OF SERVICE**

Community Solar Power is available to Jackson Energy's End-Use Cooperative Members ("Customer") on a voluntary basis, upon request, and on a first-come, first-served basis up to the capacity available to Jackson Energy from East Kentucky Power Cooperative ("EKPC").

### **LICENSE ARRANGEMENT**

Each Customer participating in this program shall enter into a Community Solar Farm Solar Panel License Agreement ("License Agreement") with Jackson Energy, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Jackson Energy a license fee upon entering into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating Customer's percentage of the solar generating facility.

The Customer may offset up to one hundred percent (100%) of his or her energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.

### **METERING**

DATE OF ISSUE January 31, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2017  
MONTH / DATE / YEAR

ISSUED BY:   
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**



**EFFECTIVE**

**3/2/2017**

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

FOR All Counties Served

PSC KY NO. 5  
ORIGINAL SHEET NO. 199

Jackson Energy Cooperative Corporation  
(NAME OF UTILITY)

EKPC shall provide metering services, without any cost to the Jackson Energy or Customer for metering equipment, through a standard kilowatt-hour metering system that will be located at the point of delivery of electricity generated by the solar generation facility. For purposes of determining the amount of energy generated by the Customer's licensed percentage of the solar generation facility, the total net energy output of the solar generation facility shall be multiplied by the Customer's proportional licensed interest in the solar generation facility.

### **PANEL PRODUCTION CREDITS**

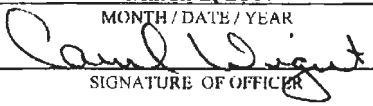
Participating Customers will be credited monthly by Jackson Energy for the electric power produced by solar panels licensed by the participating Customer at the value of the real-time locational marginal price for energy set by PJM Interconnection, LLC ("PJM") at the EKPC Office Substation node during each hour of the day. A participating Customer shall also be entitled to receive the value of capacity payments received by EKPC as determined in the applicable PJM Base Residual Auction for the portion of the community solar farm licensed to the participating Customer.

A participating Customer shall elect whether any Solar Renewable Energy Credits or any other environmental attributes ("SRECs") associated with energy generated by the solar generation facility shall be sold by EKPC or retired. A participating Customer who elects to sell the SRECs will receive a corresponding credit on his or her electric bill from Jackson Energy. The credit for those SRECs will accumulate over a calendar year and will be credited to the Customer in equal installments over a twelve (12) month period beginning on April 1<sup>st</sup> of the following year, along with interest accrued at the rate set forth by the Commission for customer deposits.

Costs for operating, maintaining, insuring and paying taxes on the solar generating facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth below. In the event that any significant investment (i.e. a replacement of an

DATE OF ISSUE January 31, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2017  
MONTH / DATE / YEAR

ISSUED BY:   
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**



**EFFECTIVE**

**3/2/2017**

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

FOR All Counties Served

PSC KY NO. 5  
ORIGINAL SHEET NO. 200

Jackson Energy Cooperative Corporation  
(NAME OF UTILITY)

inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

The net amount of the Panel Production Credit will be determined by taking the sum of the capacity credit, energy credit and SREC credit (if applicable) and subtracting from said sum operations and maintenance expense.

At no time shall Jackson Energy be required to convert the Panel Production Credit to cash. Any excess Panel Production Credits can be carried forward to offset a later billed amount.

#### **FUEL ADJUSTMENT CLAUSE**

The fuel adjustment clause is not applicable to the Community Solar Power Generation program.

#### **ENVIRONMENTAL SURCHARGE**

The environmental surcharge is not applicable to the Community Solar Power Generation program.

#### **TRANSFER/TERMINATION**

If the Customer moves to a new location within Jackson Energy's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Jackson Energy's service territory or his or her membership in Jackson Energy is terminated for any reason, the Customer may transfer the license and credits to another Customer within Jackson Energy's service territory within sixty (60) days following the termination of membership or service. If the license is not transferred within sixty (60) days, the license shall be terminated and Jackson Energy may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Jackson Energy at the time of termination of membership or service, Jackson Energy may continue to accrue the Panel Production Credit to reduce and eliminate the outstanding balance prior to making any

DATE OF ISSUE January 31, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2017  
MONTH / DATE / YEAR

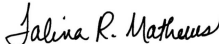
ISSUED BY:   
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**



**EFFECTIVE**

**3/2/2017**

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

FOR All Counties Served

PSC KY NO. 5  
ORIGINAL SHEET NO. 201

Jackson Energy Cooperative Corporation  
(NAME OF UTILITY)

designated transfer of the license to a different service address or customer. The Customer is responsible for informing Jackson Energy of any changes in the service location for which the credits are to be associated.

### COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

Any Customer desiring to license one or more solar panels in the Community Solar Farm must first enter into the License Agreement (a copy of which is attached hereto and incorporated herein by reference as if set forth fully herein) and tender to Jackson Energy the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days.

DATE OF ISSUE January 31, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2017  
MONTH / DATE / YEAR

ISSUED BY: *Carol Wight*  
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**

*Talina R. Mathews*

**EFFECTIVE**

**3/2/2017**

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

# COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between Jackson Energy Cooperative Corporation, with its principal place of business at 115 Jackson Energy Lane, McKee, Kentucky 40447 ("Cooperative"), and the following identified person ("Customer"), who is a Member of Cooperative:

Customer/Licensee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

## 1. License.

- 1.1. Subject to the terms and conditions set forth in this Agreement, Cooperative hereby grants to Customer a license (each, a "License") to receive the Panel Production Credits (as defined below) allocated to each of the following solar panels identified by Serial Number (each, a "Solar Panel") during the Term:

Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____

(If additional panels are licensed, attach additional sheets listing the Serial Number(s) as necessary.)

- 1.2. The foregoing solar panel(s) will be in service at East Kentucky Power Cooperative, Inc.'s ("EKPC") Community Solar Facility ("Solar Facility") located at 4775 Lexington Road, Winchester, Kentucky. Cooperative, as a Member of EKPC has been granted the right to license said panels. Customer acknowledges and agrees that EKPC retains sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel. Customer also acknowledges that EKPC may replace a Solar Panel with any make, model, brand or type of solar panel as EKPC may elect, without notice to Cooperative of such change. In the event a Solar Panel is replaced, updated information, including the new Serial Number, make, model and specifications of the Solar Panel will be provided to Cooperative by EKPC. Cooperative is new information to Customer.

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Tallina R. Matthews  
EXECUTIVE DIRECTOR

EFFECTIVE  
3/2/2017  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 1.3. During the Term (as defined below), Customer will receive the Panel Production Credit for each Solar Panel as a credit on Customer's monthly bill for electricity provided by Cooperative at the Service Address set forth above (the "Service Address"), which address must be located within Cooperative's service territory.

Only metered residential, commercial and industrial accounts will be permitted to receive the Panel Production Credit. Exterior lighting accounts are not eligible to participate in the program. A separate License Agreement with a Customer is required for each specific Service Address.

The License granted to the Customer hereunder is limited to the receipt of the Panel Production Credits referred to above, and includes no other rights except as specified herein.

2. **Consideration.** As consideration for the License granted to Customer pursuant to this Agreement, the Customer will pay to Cooperative a license fee in the sum of \$460.00, per Solar Panel listed above. Said fee shall be delivered and payable to Cooperative, upon the execution of this Agreement, (the "License Fee").
3. **Term.** Each License shall be effective beginning on the date of this Agreement, and will continue for a period of twenty-five (25) years ("the "Term"), subject to early termination as provided in this Agreement.
4. **Cooperative Obligations.** Cooperative agrees to:
  - 4.1. Provide Customer with any updates in the event of any changes pursuant to Section 1.2 of this Agreement.
  - 4.2. Relay any necessary information to Customer regarding the operation and maintenance of the community solar facility it receives from EKPC. Cooperative will not be the owner or operator or provide any maintenance on the community solar facility and is only able to offer participation to its customers because of its Membership status with EKPC. Each solar panel subject to this License will remain the sole property of EKPC. EKPC will be the sole loss payee listed on any insurance policies related to the solar panel(s) listed in this Agreement.
5. **Panel Production Credits.** The Panel Production Credit for each Solar Panel will be defined, calculated and distributed as follows:
  - 5.1. For each solar panel licensed by the Customer, the Customer shall receive a monthly Panel Production Credit consisting of: A) the sum of: 1) the Final Energy Production Credit; 2) the Panel Capacity Credit; and, 3) if elected, the Solar Renewable Energy Credit ("SREC"); minus B) an Operations and Maintenance Debit. Each of these components shall be based upon the panel production and costs attributable to the Customer's licensed solar panels.

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Talina R. Mathews  
EXECUTIVE DIRECTOR

Jalina R. Mathews

EFFECTIVE

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- 5.2. **Final Energy Production Credit:** The actual electric energy production for the entire Community Solar Facility will be recorded in kilowatt hours on a monthly basis (“Facility Power Production”). This Facility Power Production will then be allocated to each Solar Panel by dividing the Facility Power Production by the total number of active solar panels in the Community Solar Facility to determine the Final Energy Production Credit. This Final Energy Production Credit is the basis for the energy portion of the Panel Production Credit applied to the Customer’s bill. The monthly credit applied to Customer’s bill will be the Final Energy Production Credit for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by the value of the real-time locational marginal price for energy at the EKPC Office Substation node during each hour of the day as established by PJM Interconnection, LLC (“PJM”).
- 5.3 **Panel Capacity Credit:** The capacity value of the entire Community Solar Facility shall be determined by the applicable PJM Base Residual Auction for capacity and associated rules and tariffs of PJM. The capacity value of the entire Community Solar Facility shall be divided by the total number of active panels in the Community Solar Facility to determine the Panel Capacity Credit. The Panel Capacity Credit shall be determined on an annual basis and credited to the Customer in twelve equal installments.
- 5.4 **Solar Renewable Energy Credit:** Customer understands and agrees that EKPC will ☐ sell or ☐ retire (choose one) any SRECs associated with the solar panel(s) covered under this Agreement. The value of any SRECs sold in a calendar year that are attributable to the entire Community Solar Facility will be credited in an amount proportional to the Customer’s licensed capacity in the Community Solar Facility, in equal monthly amounts, to the Customer’s electric utility bill the following calendar year, starting April 1 of the following year through March 31 of the next year. (For example, any SRECs sold or retired in 2016 would be credited to the Customer’s account on a monthly basis beginning April 1, 2017 through March 31, 2018.). The Customer shall be paid interest on the accumulated SREC sales at the rate established by the Kentucky Public Service Commission for customer deposits. ***If the Customer elects to have the SRECs retired, the Customer will not receive the SREC credit. If the Customer elects to sell the SRECs, the Customer forfeits the right to claim production of solar energy.***
- 5.5 **Operations and Maintenance Debit:** Costs for operating, maintaining, insuring and paying taxes on the solar generation facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth above. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.
- 5.6 The Panel Production Credit will be set forth each month as a credit on the Customer’s bill, beginning with the bill covering the next full billing cycle. *Talina R. Mathews* Attorney of:  
A) the date of execution of this Agreement; or B) the date the solar generating facility is deemed operational by EKPC. At no time shall Cooperative be required to convert

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Talina R. Mathews  
EXECUTIVE DIRECTOR

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

the Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward to offset a later billed amount.

5.7 Unless the Customer agrees, in writing, to transfer the Panel Production Credit arising from this Agreement to another approved address in accordance with Section 8 of this Agreement, the Panel Production Credit will remain associated with the Service Address identified in Section 1.3 regardless of occupancy or ownership changes at that location. In the event the applicable service location associated with this Agreement is removed and/or not in service, the Customer must contact Cooperative to determine the service address to which the Panel Production Credits will be assigned. Until the Panel Production Credits are assigned, any accruing Panel Production Credits will be forfeited.

6. **Solar Panel License Cancellation and Termination.** In the event that the: A) Customer ceases to be a Member of Cooperative and fails to timely transfer this Agreement to another member of Cooperative in accordance with Section 8 of this Agreement; or B) Customer's service is disconnected for any lawful reason, Cooperative may elect to cancel the License for one or more of the Customer's licensed solar panels. Such cancellation will occur as follows:

6.1. Cooperative will notify Customer of Cooperative's election to exercise its cancellation right, and such notification will include the Solar Panel Serial Number for each License to be cancelled (the "Cancellation Notice"). The Cancellation Notice shall be set forth in writing.

6.2 Cooperative shall refund the license fee paid by the Customer in an amount of the license fee multiplied by a factor of  $0.92^n$ , where  $n$  is the number of full plus partial years the license was in effect prior to cancellation. The Customer shall also be entitled to any accrued Panel Production Credits that existed as of the date of cancellation. However, if there is any outstanding balance owed to Cooperative, then Cooperative may retain the license fee and continue to accrue Panel Production Credits to reduce and eliminate the outstanding balance.

6.3 The cancellation shall be effective as of the date that the Cancellation Notice is delivered by Cooperative.

6.4 At the end of the twenty-five (25) year Term, this Agreement shall terminate without further action by either Party and the Customer shall not be entitled to any cancellation refund.

6.5. Upon cancellation of a license or the termination of this Agreement, Cooperative will have no further obligations to Customer with regard to the Community Solar Facility, the Solar Panel(s) or the Panel Production Credits.

7. **Additional Acknowledgements.** The Parties further acknowledge

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Talina R. Mathews  
EXECUTIVE DIRECTOR

*Talina R. Mathews*  
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- 7.1. Customer will not have access to the Community Solar Facility or any Solar Panel, for any purpose, unless otherwise agreed to in advance by Cooperative and EKPC in their sole discretion. EKPC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.
- 7.2. Customer may license multiple Solar Panels, provided, however, that the Service Address cannot be credited with more than one hundred percent (100%) of its energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.
- 7.3. Customer may not require Cooperative to repurchase the License for any Solar Panel. In the event Customer desires to assign or transfer the License for one or more Solar Panels), Cooperative may provide Customer with reasonable assistance in finding an assignee or transferee for such License, but Cooperative is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign the License other than in compliance with this Agreement.
- 7.4. Except as expressly provided in this Agreement, Customer may not sell, assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.
- 7.5 **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of solar energy and the sale of solar energy, generation capacity and SRECs is dependent upon numerous factors, including many which are beyond the control of Cooperative or EKPC. Neither Cooperative nor EKPC shall be responsible for any disruption or prevention on the production of solar energy from the licensed Solar Panels that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction.
- 7.6 **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COOPERATIVE NOR EKPC HAVE MADE ANY SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, PRODUCTION, CONFIGURATION, LIFECYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S), INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER

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UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COOPERATIVE IS EXPRESSLY LIMITED TO THE RETURN OF THE LICENSE FEE(S) TENDERED TO COOPERATIVE IN AN AMOUNT PROPORTIONATE TO THE NUMBER OF YEARS REMAINING ON THE LICENSE GRANTED HEREIN.

8. **Transfer/Assignment.** Subject to the provisions of this Section 8, and with advance written notice to Cooperative, a Customer may elect to: (a) change the Service Address for which the Panel Production Credit for one or more Solar Panels will apply, provided such Service Address is within Cooperative's service territory and associated with the Customer, or (b) assign this Agreement to another individual or entity provided such assignee's Service Address is located within Cooperative's service territory and the individual or entity is a Member of Cooperative. Customer will notify Cooperative of such change or assignment in writing at least thirty (30) days prior to the effective date of such change. This notice shall include:

- Customer's name and mailing address;
- A copy of the original License Agreement;
- The Serial Number for each applicable Solar Panel;
- The current Service Address;
- The new Service Address (if applicable);
- The name of the individual or entity to whom Customer is assigning this Agreement, (if applicable);
- Acknowledgment of Customer's surrender of the applicable License and any further Panel Production Credits associated with the assigned Solar Panel(s); and
- The effective date of such assignment.

Upon assignment of any License for a Solar Panel, the Customer will surrender all right, title and interest in and to such License. Customer further acknowledges and agrees that such assignment does not extend the Term of the License or this Agreement.

In the event that a Customer's membership in Cooperative ~~PUBLIC SERVICE COMPANY~~ Section 8 shall be made within sixty (60) days of termination of membership. If a transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMPANY</b> <b>Talina R. Mathews</b> <b>EXECUTIVE DIRECTOR</b> <i>Talina R. Mathews</i>
<b>EFFECTIVE</b> <b>3/2/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

9. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Party in writing of the change of address for notices to be sent.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
11. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

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

Jackson Energy Cooperative Corporation

\_\_\_\_\_  
CUSTOMER NAME (please print)

\_\_\_\_\_  
JACKSON ENERGY COOPERATIVE  
CORPORATION REPRESENTATIVE NAME  
AND TITLE (please print)

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE

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**PUBLIC SERVICE COMMISSION**

**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**

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**3/2/2017**

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



# JACKSON ENERGY

A Touchstone Energy®  
Cooperative



115 Jackson Energy Lane McKee, Kentucky 40447  
APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric from Jackson Energy Cooperative (hereinafter called the "Cooperative") upon the following terms and conditions:

1. The Applicant will pay to the Cooperative the sum of \$25.00 which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee.
2. When electric energy becomes available, the Applicant will purchase from the Cooperative all electric energy used on the premises being applied for and will pay monthly at rates which will be fixed by the Board of Directors of the Cooperative. The Applicant will pay a bill of at least the customer charge or minimum bill per month regardless of the kilowatt hours consumed.
3. The Applicant will cause the premises to be wired in accordance with wiring specifications approved by the appointed electrical inspector for the county in which the electric service is to be provided.
4. The Applicant will comply with and be bound by the provisions of the articles of incorporation and by-laws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative.
5. The Applicant will permit unrestricted access to all Cooperative electrical distribution/service lines and related equipment necessary to serve the Applicant including any present or future maintenance activities that are deemed necessary by the Cooperative including tree cutting/trimming to maintain line right-of-ways.
6. If the Applicant is anything other than an individual, by signing this application below, the person grants a personal guarantee to the Cooperative for any and all amounts hereafter owed to the Cooperative for goods and/or services, giving the Cooperative an immediate right of recourse against the person signing the application for full and immediate payment, with such liability being absolute and unconditional.
7. The Applicant acknowledges by execution of this service agreement, express written consent to be contacted by land line telephone or mobile phone, including via automatic dialing systems, for the purpose of communicating pertinent information to the Applicant relative to their service or account. Such communications may include, but not be limited to: outage notifications, past due payment notifications, collection unpaid bill notification, prepay balance notifications, annual meeting notification, customer appreciation event notification and other communications consistent with a pre-existing business relation established by this service agreement. The Applicant understands that withholding express written consent for such contact does not prevent membership with Jackson Energy and such consent is not necessary as a condition of electric service with Jackson Energy. The Applicant also understands that such consent can be withdrawn at any time by written notification to Jackson Energy.

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, and the contract for electric service shall continue in force for one year from the date service is made available by the Cooperative and thereafter until cancelled by at least a 10 day notice by either to the other. Notwithstanding anything, herein contained, the Applicant expressly agrees that the Cooperative may, prior to the acceptance of the application, use the \$25.00 for further development of the rural electrification project. If this Cooperative is unable to extend electric service to the Applicant, only that part of the \$25.00 membership which has not been used in an effort to extend service to the Applicant will be refunded.

### CERTIFICATE OF DEPOSIT

In accordance with the Public Service Commission's Administrative Regulation 807 KAR 5:006, Section 8, Deposits, the Cooperative has adopted the following policy regarding deposits:

1. A deposit or suitable guarantee approximately equal to two times the average monthly bill may be required of any applicant before electric service is supplied.
2. Interest will be paid on deposits at rate determined by the Public Service Commission's Administrative Regulation 807 KAR 5:006, Section 8, Deposits. The interest due on such deposits will be applied to the member's account on an annual basis.
3. The Cooperative will follow Public Service Commission's regulations in regards to re-calculating a Member's deposit without the Member's request. After a deposit is retained for 18 months, the member may request a re-calculation of said deposit amount. If the amount differs more than \$10.00 for residential or more than 10% for other members, calculated on actual usages, a refund of over payment shall be made or a collection made of underpayment.
4. Upon termination of service any deposit and accumulated interest will be applied to unpaid bills and if a balance remains it will be paid back to the member.

Applicant Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Driver's Lic. No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

\_\_\_\_\_ Mailing Address: \_\_\_\_\_ Service Address: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Membership Amount: \_\_\_\_\_ Deposit Amount Required: \_\_\_\_\_ Account: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_ SSN: \_\_\_\_\_ Driver's Lic. No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**John Lyons  
ACTING EXECUTIVE DIRECTOR**

*John S. Lyons*  
**EFFECTIVE  
9/24/2017**

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



# JACKSON ENERGY

A Touchstone Energy®  
Cooperative



115 Jackson Energy Lane McKee, Kentucky 40447

## AGREEMENT FOR PARTICIPATION IN PRE-PAY PROGRAM

Applicant Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

OFFICE USE ONLY	
SO Number:	_____
Account Number:	_____
Collar on site:	_____ Yes _____ No
IHD (in home display) Serial Nbr:	_____
IHD Secondary Nbr:	_____

The undersigned (hereinafter called the "Member") hereby applies for participation in the Pre-Pay Program offered to members of Jackson Energy Cooperative (hereinafter called the "Cooperative"), and agrees with the Cooperative to the following terms and conditions:

1. The member shall purchase electric energy from the Cooperative in accordance with the applicable present and any future rate schedule of the Cooperative on a Pre-Pay basis.
2. The member understands that the terms and conditions set forth in the member's Application for Membership and Electric Service continue to apply in addition to the terms and conditions of this Agreement and Pre-Pay Program, subject, however, to any changes set forth in this Agreement.
3. The member shall pay any membership, transferred account balances, connect and/or applicable fees as fixed by the Cooperative bylaws and the policies, rules and regulations of the Board of Directors as may be required for the member to participate in the Pre-Pay Program.
4. Any deposit fee previously paid by the member to the Cooperative will be applied to the member's outstanding balance at the commencement of participation in the Pre-Pay Program and any credit remaining after application of the deposit fee shall be applied to the member's Pre-Pay account balance.
5. As a result of participation in the Pre-Pay program, the member will be charged a monthly program fee of \$5.00 which will be in addition to any customer fees associated with the rate schedule to which the member has been assigned.
6. The member shall pay an additional Pre-Pay processing amount of \$1.25 each time funds are added to the Pre-Pay account balance. Funds may be added to the account any way Jackson Energy presently accepts payment except to exclude such payments at pay stations.
7. The Cooperative may furnish the member an in home display (hereinafter called the IHD) unit, at no charge, if the member chooses to take one. The member agrees to be responsible for the cost of replacing the IHD unit furnished by the Cooperative to the member in the event the IHD is damaged as the result of neglect or abuse as solely determined by the Cooperative. Upon final discontinuance of service, the member is obligated to return the IHD to one of the Cooperative's office locations to avoid replacement charges to the member account with such charges to be subject to collection actions typical of discontinuance of service for nonpayment of account balances.

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ACTING EXECUTIVE DIRECTOR

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8. The member shall be responsible for regularly monitoring the balance on the Pre-Pay account and understands that electric service will be subject to disconnection without any written notification from the Cooperative to the member once the balance of the account reaches zero (\$0.00).

9. The member shall pay any return payment fees and service fees and, further agrees that all such applicable fees are required to be paid in full before any member payments are applied to the balance of the Pre-Pay account.

10. The member understands the medical and health conditions of any person located at the address where electric service is furnished by Cooperative and/or inclement weather conditions or temperatures will not postpone disconnection of electric service.

11. Pre-Pay accounts shall not be normally eligible for payment arrangements except as associated with Winter Hardship Certificate of Financial Need issued by authorized Community Action Agencies. Energy assistance vouchers shall not be applied to Pre-Pay accounts until received through normal processing of such vouchers from individual Community Action Agencies when such shall be applied as a credit to the Pre-Pay account balance.

12. The member authorizes Cooperative to transfer any outstanding balance from the member's account with the Cooperative, not to exceed \$350.00 to the Pre-Pay account and, further, agrees that thirty percent (30%) of any payments made on this account in the future shall be applied to the balance until said balance is paid in full. Any fees/penalties (returned check, meter tampering) shall be paid before any payments are applied to the member's Pre-Pay account.

13. If a member wishes to disconnect service the member shall be refunded any balance on the Pre-Pay account. This refund shall not be returned as a cash payment, but in the form of check after all usage is accurately determined and any issued in-home display has been returned.

This refund shall be executed on the return of the in-home display, if one was provided to the member. Should the member fail to return the in-home display or if the display is damaged, the replacement cost of the display shall be charged against the account balance.

14. The member agrees that a paper monthly billing statement is unnecessary, since the member receives daily usage information. However, a paper statement may be mailed monthly or printed as needed by the member, upon the member's request.

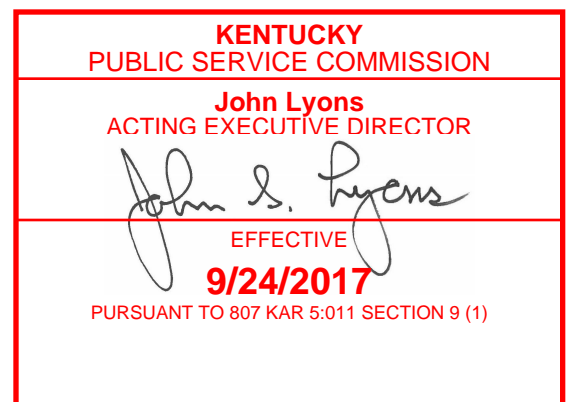
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Signature: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I voluntarily agree to receive all prepay notifications via email/text in lieu of receiving an in home display. I am aware that standard messaging rates apply with any text communication and understand that I am obligated to notify Jackson Energy if my mobile phone number changes.

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



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**SCHEDULE PA – POLE ATTACHMENTS**

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***ARTICLE I – OVERVIEW***

**APPLICABLE**

To all territory served.

**AVAILABLE**

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative's Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative's Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**REGULATION**

This Schedule includes the Cooperative's rates, terms, and conditions governing attachments to Cooperative's Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the "**Pole Attachment Regulation**") and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

**WEBSITE**

Additional information regarding the Cooperative's Pole Attachment services may be found at [www.jacksonenergy.com/pole-attachments](http://www.jacksonenergy.com/pole-attachments) including: (i) a Pole Attachment Form applicants must submit with each Application; (ii) the identity and contact information for contractors approved to conduct surveys and self-help Make-ready; (iii) construction standards for Attachments; and (iv) contact information for primary and alternate Cooperative personnel responsible for invoicing, payment, Make-ready work, and escalation of disputes related to Pole Attachments.

**APPENDICES**

This Schedule includes the following appendices:

- APPENDIX A – *Application/Request to Attach*
- APPENDIX B – *Specifications for Attachments*
- APPENDIX C – *Bill of Sale (template)*
- APPENDIX D – *Performance Bond*
- APPENDIX E – *Fees and Charges*

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Date of Issue: April 25, 2025

Date Effective: Services rendered on or after May 28, 2025

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

  
President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 5/28/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

**ARTICLE II – EXPLANATION OF TERMS**

For the purpose of this Schedule, the following terms shall have the following meanings:

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached. T
- B. **Approved Contractor** is a contractor identified on Cooperative's website at [www.jacksonenergy.com/pole-attachments](http://www.jacksonenergy.com/pole-attachments) as appropriately qualified and approved by the Cooperative to provide self-help surveys or Make-ready services. T
- C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff. T
- D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal, or apparatus of any type attached to the Cooperative's Pole.
- E. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.
- F. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.
- G. **Complex Make-ready** means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities.
- H. **Cost in Place** is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.
- I. **High Volume Orders** are requests which seek to attach to no more than three percent (3%) of Cooperative's Poles in Kentucky or to no more than 3,000 Poles, whichever is less, and are not Lesser Volume Orders. T  
Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another. T
- J. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.
- K. **Lesser Volume Orders** are requests which seek to attach to no more than zero and seventy-five hundredths percent (0.75%) of Cooperative's poles in Kentucky or to no more than 500 Poles, whichever is less. T  
Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another. T
- L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, transfers, and other work incident thereto.
- M. **Make-ready Costs** are all costs necessary for Cooperative to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges, and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction, and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to

Date of Issue: April 25, 2025

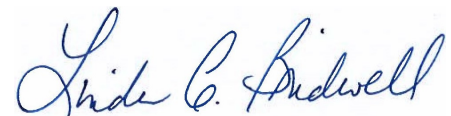
Date Effective: Services rendered on or after May 28, 2025

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

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**5/28/2025**

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

correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.

- N. **Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative's Poles consistent with law and this Schedule.
- O. **Overlashing** means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.
- P. **Permit** means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.
- Q. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).
- R. **Pole Attachment Form** is the form an applicant is required to submit to Cooperative with each application that (i) designates appropriate applicant personnel responsible for overseeing all Attachments with the Cooperative; and (ii) identifies appropriate applicant personnel associated with each application who shall be responsible for coordinating with the Cooperative and ensuring that Attachment-related issues are addressed in a timely manner. A copy of the Cooperative's Pole Attachment Form may be found at [www.jacksonenergy.com/pole-attachments](http://www.jacksonenergy.com/pole-attachments).
- S. **Rearrange or Rearrangement** is the moving of Attachments from one position to another on a Pole.
- T. **Service Drop** means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.
- U. **Simple Make-ready** is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.
- V. **Space** is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).
- W. **Special Contract** is a pole attachment agreement negotiated in good faith by Cooperative and applicant: when applicant's request to attach exceeds the lesser of three thousand (3000) Poles or three percent (3%) of Cooperative's Poles in Kentucky. (This provision shall be inapplicable in the event that the Cooperative owns or controls fewer than five hundred (500) Poles in Kentucky.) At a minimum, the Special Contract shall include:
1. An agreement for a prepaid account from applicant to cover the cost of the request;
  2. Direction from applicant regarding Make-ready work that Cooperative can complete without further direction from applicant, including:

Date of Issue: April 25, 2025

Date Effective: Services rendered on or after May 28, 2025

Issued By:

  
President & CEO

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Executive Director



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**5/28/2025**

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

- i. The maximum cost per Pole;
- ii. The total cost for Make-ready work for each project or line of each project;
3. Applicant's prioritization of projects if the applicant has submitted multiple requests for attachment;
4. Contact information, including phone numbers and email addresses, for all necessary Cooperative and applicant personnel;
5. The cadence, location, and necessary personnel for each project; and
6. The timing of surveys and Make-ready.
- X. **Standard Pole** is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone, and Communication Space, as herein defined, for Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.
- Y. **Supply Space** is the following described space:
1. For Cooperative, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Cooperative upon request.
2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.
- Z. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- AA. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks, or devices transmitting in millimeter wavelength spectrum.

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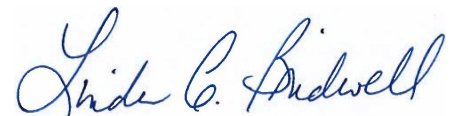
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**ARTICLE III – ATTACHMENTS TO POLES**

- A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee's use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities Service ("RUS"); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.
- B. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B ("Amendment") shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.
- C. Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.
- D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
- E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

**ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

- A. APPLICATION. Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information

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required under APPENDIX A in the method and form reasonably required by Cooperative along with a signed Pole Attachment Form (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative’s authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party’s operations, and such use complies with the terms of this Schedule.
3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than zero and seventy-five hundredths percent (0.75%) of Cooperative’s Poles in Kentucky (or to more than 500 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than ninety (90) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, and similar information.
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready (“**OTMR**”) process described in Section C, below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it, or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.

**B. PROCEDURE**

1. Review for Completeness.
  - i. Cooperative will review each Application for completeness before reviewing it on its merits. Cooperative shall complete its review for completeness within ten (10) business days after receipt of an Application for five hundred (500) or fewer Poles. Cooperative shall have an additional one (1) business day to complete its review for completeness for each additional 500-pole increment in an Application. An Application is considered complete only if it includes a signed Pole Attachment Form and provides Cooperative the information necessary under this Schedule and Appendix A (or under a Special Contract, if applicable) to make an informed decision on the Application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
  - ii. An Application will be considered complete unless, within the time prescribed above after Cooperative’s receipt of same, Cooperative notifies the applicant that the Application is

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- incomplete and specifies all reason(s) for so finding including citations to this Tariff and the Pole Attachment Regulation.
- iii. If an applicant submits an Application for review while a previous Application submitted by the same applicant is still under review, the applicant may prioritize the order in which Cooperative reviews the Applications for completeness. Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by Cooperative.
- iv. If an applicant resubmits an Application that was previously found incomplete, the Application need only address the Cooperative's reasons for finding the original Application incomplete and shall be deemed complete within ten (10) business days after its resubmission, unless Cooperative specifies which reasons were not addressed and how the resubmitted Application did not sufficiently address the reasons. The applicant may follow the resubmission procedure as many times as it chooses as long as in each case it makes a bona fide attempt to correct the reasons identified by Cooperative, and in each case the deadline set forth in Article IV section B.1.(i) above shall apply to Cooperative's review.
2. Surveys.
- i. An applicant may submit a survey with an Application for five hundred (500) or fewer Poles, which Cooperative shall accept if the applicant used an Approved Contractor for surveys listed on Cooperative's website and the survey was conducted no more than thirty (30) days before submission of the Application. Cooperative shall conduct surveys for all Applications exceeding five hundred (500) Poles.
- ii. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s), unless the applicant submitted a survey with the Application under subpart(i) above that meets all the requirements of this Tariff and the Pole Attachment Regulation.
- iii. Except as otherwise provided herein, the following timeframes apply:
- a. With respect to Lesser Volume Orders, Cooperative will complete the survey and review on the merits and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.
- b. With respect to High Volume Orders, Cooperative will complete the survey and review on the merits and either grant or deny the applicant access within up to one hundred twenty (120) days of receipt of a complete Application to be calculated as follows: Cooperative shall have an additional fifteen (15) days to complete the survey and review on the merits and grant or deny access for each 500-Pole increment over the first five hundred (500) Poles in an Application up to the lesser of three thousand (3000) Poles or three percent (3%) of the Cooperative's Poles in Kentucky.
- c. The parties shall negotiate in good faith a Special Contract for all requests for attachment which exceed the lesser of 3,000 Poles or three percent (3%) of

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- Cooperative's poles in Kentucky, unless Cooperative owns or controls fewer than five hundred (500) Poles in Kentucky. T
- iv. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments. T
- v. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.
3. Make-Ready Estimates
- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("**Make-ready Estimate**"). Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
- ii. Cooperative's Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn, and an applicant must request a new estimate.
- iii. Upon acceptance of the Make-Ready Estimate by applicant, Cooperative shall invoice applicant for the Make-Ready Estimate. Invoices for Make-ready Estimates shall clearly identify the Application or project for which payment is requested. N
- iv. Invoices for Make-Ready Estimates shall be payable in accordance with the payment terms in Appendix E of the Tariff. Payment for Make-ready Estimates shall clearly identify the Application or project for which payment is made. N
4. Make-ready
- i. Within seven (7) days (or sooner, if practical) of Cooperative's receipt of payment for survey costs owed to-date and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready. T
- a. For Make-ready in the Communications Space, the notice will be written and:
- i. State where and what Make-ready will be performed;
- ii. State a date for completion of Make-ready (which date will be no more than forty-five (45) days after the notification is sent in the case of Lesser Volume Orders, or up to one hundred twenty (120) days after the notification is sent in the case of High-Volume Orders); T
- iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion; T

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- iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
      - v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
    - b. For Make-ready above the Communications Space, the notice will be written and:
      - i. State where and what Make-ready will be performed;
      - ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred sixty-five (165) days after the notification is sent in the case of High-Volume Orders);
      - iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
      - iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
      - v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
      - vi. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
    - ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
    - iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).
5. Final Invoice
- Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:
- i. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from the amount previously paid.
  - ii. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.
  - iii. Final invoices shall clearly identify the Application or project for which payment is requested.

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- iv. Payment for final invoices shall clearly identify the Application or project for which payment is made. N  
N
- b. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.
- c. Licensee shall notify Cooperative within fifteen (15) business days following completion of all Attachments within an Application in accordance with the notice provision in the Tariff. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment. T  
T  
T
6. Deviations from Make-Ready Timeline
- i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Cooperative shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.

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- iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.
7. Self-Help Remedy
- i. As soon as reasonably practicable Cooperative shall provide written notice to applicant if Cooperative determines it will be unable to meet survey or other make-ready deadlines established in this Schedule. Such notice shall entitle applicant immediately to proceed with self-help remedies under this Article IV B.7. N  
N  
N  
N
- ii. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- iii. Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.
- iv. An applicant shall use commercially reasonable efforts to provide Cooperative and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.
- v. Any self-help remedy shall be performed in compliance with the terms of this Tariff, the Pole Attachment Regulation, and the Cooperative's construction standards listed on its website at [www.jacksonenergy.com/pole-attachments](http://www.jacksonenergy.com/pole-attachments). N  
N  
N
- vi. Self-help shall not be available for pole replacements. Only Cooperative or its designee may conduct pole replacements.
- C. PROCEDURE (OTMR)
1. Review for Completeness.
- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.
2. Surveys.

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- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.
  - ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
  - iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.
3. Application Review on Merits
  - i. Cooperative will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High-Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.
    - a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process.
  - ii. If Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
4. Make-ready.
  - i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
  - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
  - iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
  - iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted

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Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.

5. Post Make-ready Timeline

- i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
- ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

D. OVERLASHING.

1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlash will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
3. Any party that engages in overlash is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlash, or if overlash work causes safety or engineering standard violations, then the overlash party shall be fully responsible at its expense for any necessary repairs.

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4. An overlash party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlash party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlash party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlash party for the reasonable costs related to fixing the damage or code violations or require the overlash party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlash parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlash activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

#### **ARTICLE V – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS**

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Cooperative's Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative from any and all claims, damages, or other losses arising out of Licensee's failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Cooperative's Poles, Cooperative is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative's Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative's distribution system shall be performed by Cooperative as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee's Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Cooperative's permission prior to conducting any such clearing activity near Cooperative's Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee's cable and/or facilities are creating undue strain on the facilities of Cooperative or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

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President & CEO

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Executive Director



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**ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS**

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.
- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.
- C. **CONTRACTORS (COMPLEX).** Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative's list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:
- The contractor has agreed to follow published safety and operational guidelines of Cooperative;
  - The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
  - The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
  - The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
  - The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.
- D. **CONTRACTORS (SIMPLE).** Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.
- If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.
    - Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Cooperative's publicly available and commercially reasonable

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safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

- E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative is an intended third-party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

#### **ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS**

- A. **ACTUAL INVENTORY.** The Cooperative reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles.
- B. **RESERVED.**
- C. **LICENSEE-SPECIFIC INSPECTION.** If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.
- D. **CORRECTIONS.** If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should

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Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

- E. **PENALTIES.** Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D – CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative's reasonable satisfaction. The foregoing notwithstanding, in no event may Cooperative impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Cooperative.
- F. **SAFETY VIOLATIONS.** For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

#### **ARTICLE VIII – DIVISION OF COSTS**

##### **A. DIVISION OF COSTS FOR POLES**

- i. Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee's Attachments or any Outside Parties Attachments, except when the pole has been red tagged for replacement by the Cooperative consistent with the Pole Attachment Regulation.
- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Cooperative will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and retained by the Cooperative.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative's real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

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- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Cooperative's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.
- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

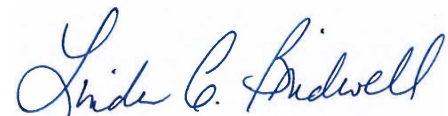
**B. DIVISION OF COSTS FOR VIOLATIONS**

- i. If any Attachment is found to be in violation of the terms of this Schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.
- ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.
- iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Cooperative's gross negligence or misconduct on any third-party's facilities or property.
- iv. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.
- v. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Joint Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.

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- vi. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.
- vii. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

#### **ARTICLE IX – UNAUTHORIZED ATTACHMENTS**

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:
  - i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
  - ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Cooperative's Specifications.

#### **ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS**

- A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Cooperative may:

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- a. Transfer the attachment(s) at Licensee's expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative's gross negligence or willful misconduct); and/or
  - b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C – BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.
- C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

**ARTICLE XI – ADJUSTMENT PAYMENTS**

- A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.
- B. For a year for which there is an Actual Inventory, the following adjustment shall be made:
1. The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed, whenever conducted, shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.
  2. If the adjustment payment so calculated pursuant to this section is greater than the payment that was actually made for that billing period, the difference shall constitute an additional amount owed by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by Cooperative or a credit to the Licensee.

**ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE**

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.
- B. No use, however extended, of Cooperative's Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein.

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Cooperative may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

#### **ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS**

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

#### **ARTICLE XIV - PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

#### **ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES**

- A. Licensee shall establish and maintain a designated contact person(s) (“**Designated Contact Person(s)**”) for ordinary maintenance requests, relocation requests, and notices from Cooperative who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative's inquiries or issues.
- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this Schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

#### **ARTICLE XVI - REMEDIES**

- A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's

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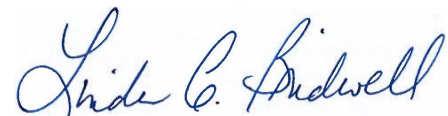
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rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

#### **ARTICLE XVII - REPRESENTATIONS AND WARRANTIES**

- A. In order to obtain service under this Schedule, Licensee shall: (i) be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (ii) enjoy full authority to enter into and perform its obligations pursuant to this Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this Schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.
- B. Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Cooperative's Poles as authorized herein. Licensee shall comply with the Cooperative's practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Cooperative's safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.
- C. **THERE ARE NO WARRANTIES UNDER THIS SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE'S POLES AND RELATED PROPERTY AND FACILITIES.**

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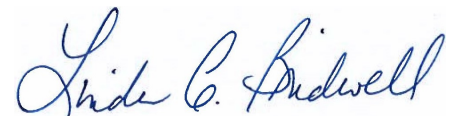
**ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY**

- A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively “**Indemnified Persons**”) from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys’ fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) (“**Losses**”) relating to or arising out of Licensee’s activities under this Schedule, its presence on or near Cooperative’s property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee’s liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers’ compensation law or under any plan for employees’ disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.
- B. The obligations of this Article shall survive the conclusion of the parties’ relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative’s request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker’s Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Cooperative’s poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Cooperative or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Cooperative or its agents.
- E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Cooperative’s gross negligence or misconduct) related to the construction, operation and maintenance of Licensee’s Attachments on or about Cooperative’s poles.
- F. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF SERVICES, LOSS OF**

Date of Issue: April 25, 2025

Date Effective: Services rendered on or after May 28, 2025

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

  
President & CEO**KENTUCKY  
PUBLIC SERVICE COMMISSION****Linda C. Bridwell**  
Executive Director

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**CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).**

**ARTICLE XIX – CONSTRUCTION**

The headings in this Schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

**ARTICLE XX – ASSIGNMENT OF RIGHTS**

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

**ARTICLE XXI – INSURANCE**

A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

5. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper

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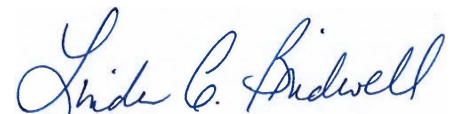
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surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Cooperative's or Licensee's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as

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required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

G. Additional Insurance. Cooperative shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.

#### **ARTICLE XXII – FORCE MAJEURE**

Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this Schedule.

#### **ARTICLE XXIII - SEVERABILITY**

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this Schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Schedule.

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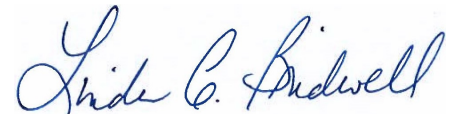
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**APPENDIX A – APPLICATION / REQUEST TO ATTACH****APPENDIX A - REQUEST TO ATTACH/MODIFY ATTACHMENTS TO POLES**Licensee Job # \_\_\_\_\_ (to be completed by Licensee)  
Cooperative Work Order # \_\_\_\_\_ (to be completed by Cooperative)**SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)**

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated Construction Dates	Start	
Phone			Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
One Touch Make-Ready? (Yes or No)			If yes, please attach section 3 (OTMR addendum)	
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

**Checklist of Attached Documents (Containing Licensee Job #):**

- ☐ Appendix A- OTMR Addendum selected contractors (if applicable)
- ☐ Permit Submittal Pole Attachment Form
- ☐ Detailed construction plans, drawings, and maps consistent with Appendix B
- ☐ Spreadsheet, containing the following:
- |   |   |
|---|---|
| <input type="checkbox"/> Poles that we wish to use (number, Lat, Long)  | <input type="checkbox"/> Relocations or replacements of poles               |
| <input type="checkbox"/> Point of attachment (proposed height) on each pole   | <input type="checkbox"/> Rearrangements of fixtures and equipment necessary |
| <input type="checkbox"/> Number and type of attachments to be placed on each pole (including anchor type and distance from poles) | <input type="checkbox"/> Additional poles required                          |

The included information represents our proposed facilities. Any changes will be submitted to Cooperative for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

**SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Cooperative)**

Response Date		Utility Make Ready Construction Required?	
Name		Total Estimated Cost to Licensee	
Title		(Detailed invoice to be provided)	
Phone		Permit #	
Email			
Request	Approve		If denied, reason
Response	Deny		for denial:
Signature:			

Owner hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.

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## APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III and Cooperative's construction standards posted on its website at [www.jacksonenergy.com/pole-attachments](http://www.jacksonenergy.com/pole-attachments).

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC").
2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.
3. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.
  - a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).
4. Vertical Risers: All risers, including those providing 120/240-volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.
5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.
6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater.

C. Anchors and Guys

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the anchor Cooperative's specific prior written consent.
4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.

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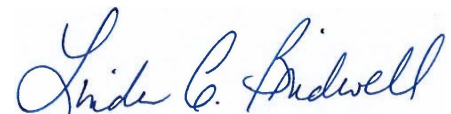
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5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative, and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
- D. Certification of Licensee's Design
1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
  2. If Licensee submits a survey under Article IV B.2.i., this certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.
- E. Miscellaneous Requirements
1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.
  2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Cooperative, and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
  3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
  4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.
  5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.
  6. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.
  7. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

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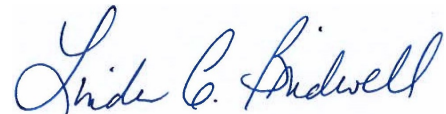
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**APPENDIX C – BILL OF SALE (template)****BILL OF SALE**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, a company/corporation with a principal office in \_\_\_\_\_, hereinafter called Buyer, and \_\_\_\_\_, a company/corporation, with a principal office in \_\_\_\_\_, authorized to do and doing business in, \_\_\_\_\_, hereinafter called Seller.

For and in consideration of the sum of \$ \_\_\_\_\_ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in, \_\_\_\_\_ County, \_\_\_\_\_, (State): \_\_\_\_\_.

Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.
4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

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5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Telecommunication Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

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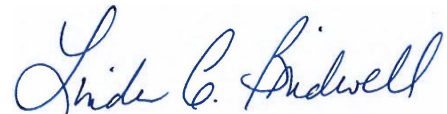
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**APPENDIX D – PERFORMANCE BONDS**

A performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

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**APPENDIX E – FEES AND CHARGES**

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within 30 calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is \$29.47, plus an additional application review fee of \$150, per application. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee [in arrears] with respect to amounts owed annually for each of Licensee's Attachments, at the following rates for each full or partial year:

	<u>Monthly</u>	<u>Yearly</u>
Two-Party Pole Attachment	\$0.4600	\$5.52
Three-Party Pole Attachment	0.3992	4.79
Two-Party Anchor Attachment	\$0.6550	\$7.86
Three-Party Anchor Attachment	0.4325	5.19
Two-Party Ground Attachment	\$0.0242	\$0.29
Three-Party Ground Attachment	0.0150	0.18
Pedestal Attachment	\$0.1450	\$1.74

Date of Issue: April 25, 2025

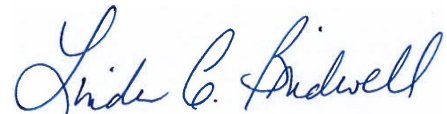
Date Effective: Services rendered on or after May 28, 2025

Issued By:

  
President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**5/28/2025**

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