

**INDUSTRIAL POWER AGREEMENT  
WITH INTERRUPTIBLE SERVICE**

**THIS AGREEMENT**, made and entered into this 3<sup>rd</sup> day of September, 2019, by and between East Kentucky Power Cooperative, Inc. (a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, KY 40391) (“EKPC”), Owen Electric Cooperative, Inc. (a Kentucky corporation with its principal offices at 8205 Hwy 127 N, Owenton, Kentucky 40359) (“Cooperative”); and The C.W. Zumbiel Company (an Ohio corporation with its principal offices at 2100 Gateway Blvd, Hebron, Kentucky) (“Member”).

**WITNESSETH:**

**WHEREAS**, EKPC is a Generation and Transmission Cooperative which supplies the wholesale energy requirements of 16 Member-owned Distribution Cooperatives located generally in Eastern and South Central Kentucky, including Cooperative; and

**WHEREAS**, Cooperative is a rural electric cooperative corporation providing retail electric service in Boone County, Kentucky, and

**WHEREAS**, Cooperative is a member of EKPC and purchases all of its wholesale electric power and energy requirements from EKPC pursuant to a Wholesale Power Contract dated October 1, 1964, and

**WHEREAS**, Member has been, and is, a member of Cooperative and purchases, or desires to purchase, retail electric power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its Hebron, Kentucky plant (hereinafter referred to as its “Plant”), and

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PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**11/1/2019**

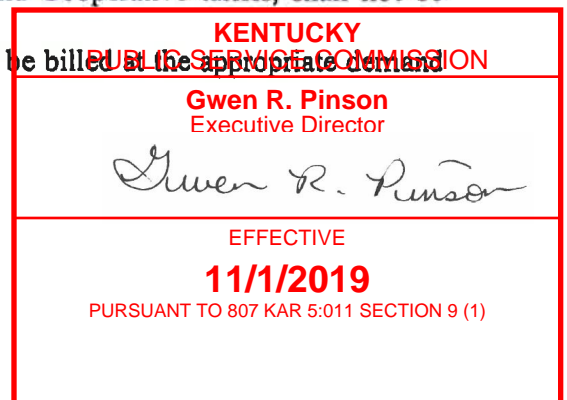
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WHEREAS, EKPC fully integrated into the PJM Interconnection, LLC regional transmission system, on June 1, 2013;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties agree as follows:

1. **Term.** This Agreement shall become effective upon the approval of the Kentucky Public Service Commission (“Commission”) (the “Effective Date”), subject to the provisions of Paragraph 21 below. This Agreement shall continue in effect for a term of one year from said date and shall continue for additional one year terms thereafter; provided, however, that the Agreement may be cancelled after the initial one-year term by any party upon giving written notice of such termination at least sixty (60) days prior to the desired termination date.
2. **Rates and Charges.** Member shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative’s effective standard tariffs applicable to consumers of the same class as Cooperative’s Rate Schedule XI – Large Industrial Rate LPB1 and Interruptible Service Rider as approved by the Commission and as modified, replaced, or adjusted from time to time and approved by the Commission. The demand credit for interruptible service is applied to all demand above the Firm Load level up to the actual demand measured in accordance with Cooperative’s applicable Rate Schedule.

Any additional demand billed as a result of the application of the power factor adjustment, as described in the applicable EKPC and Cooperative tariffs, shall not be eligible for the interruptible demand credit and shall be billed at the appropriate demand rate as provided in the applicable tariff.




For billing from EKPC to Cooperative, EKPC will provide wholesale electricity to Cooperative for Member pursuant to the rates, charges, and provisions of EKPC's Rate B where the billing demand shall be the minimum demand plus any excess demand as defined in EKPC's Rate B.

After one year from the Effective Date, Member may choose any existing tariff of Cooperative that is consistent with this Agreement and for which the Member qualifies. Such change will require two months' advance written notice to Cooperative. Member agrees that if it chooses to change to an existing tariff it will remain on that tariff for one year.

The Cooperative and Member may mutually agree to rate changes at any time, subject to any necessary approval of the Commission.

3. **Availability of Power.** Except as otherwise provided in this Agreement, Cooperative shall make available to Member, and Member shall take and purchase from Cooperative, all of Member's requirements for electric power and energy and related services for the operation of Member's Plant. The Point of Delivery for power and energy made available hereunder shall be the point at which Member's Plant facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately sixty (60) hertz and at a nominal voltage of 12.5 kV at the metering point. Regulation of voltage shall be within such limits as prescribed the applicable rules and regulations of the Commission. Maintenance by Cooperative at Point of Delivery of the above described frequency and voltage within the above stated limits shall constitute availability of power for the purpose of this Agreement. The power and energy taken by Member shall be

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measured by meters and associated metering equipment to be, or cause to be, installed, operated and maintained by Cooperative or EKPC at its own respective costs. None of such electric power and energy shall be resold to third parties. The "Contract Demand" for service under this Agreement shall be 2,200 kW, with a monthly energy usage equal to or greater than 425 hours per kW of Contract Demand per month. Member shall have the right to increase or decrease said levels of Contract Demand in increments not to exceed 1000 kW, by giving written notice thirty (30) days prior to the date of the desired change, except that Contract Demand shall not be reduced below 1,000 kW. The power and energy made available to Member hereunder shall be delivered, taken, and paid for subject to the provisions of Paragraph 2 of this Agreement and Cooperative's Rate Schedule XI – Large Industrial Rate LPB1 and the Interruptible Service Rider, applicable to demands in excess of the Firm Load, as approved by the Commission, and as modified from time to time by appropriate authority, copies of which are attached hereto and made a part hereof. Member shall comply with all requirements of such tariffs relating to eligibility for interruptible rates. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

4. **Interruptible Service.** In accordance with Cooperative's Rate Schedule XI – Large Industrial Rate LPB1 and Interruptible Service Rider, Service to Member may be interrupted by approved communication medium from EKPC's Market Operations Center (MOC). Member chooses 550 kW of Firm Load with the balance being Interruptible Demand. Interruptible Demand shall not exceed 20,000 kW.

- a. **EKPC Economic Interruptions.** EKPC may interrupt Member to avoid purchasing energy from the PJM Market (an "Economic Interruption")

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shall notify Member that it is calling for an interruption and the notice shall be defined as an Economic Interruption and include the number of hours of such interruption. EKPC will endeavor to provide as much advance notice of interruptions as practicable, but the Member will have 30 minutes to reduce its electric power load to the Firm Load level. Member shall have the opportunity to buy-through any Economic Interruption and will pay for such buy-through energy. The rate shall be EKPC's out-of-pocket cost at the PJM EKPC Zone during the interruption hours, plus Cooperative distribution charge. The amount of buy-through energy billed by the Cooperative to the Member will be the actual energy consumed by the Member above the Firm Load each hour of the Economic Interruption. Interruptible buy-through energy shall not include the base energy charge, a fuel adjustment charge or environmental surcharge.

- b. **EKPC Reliability Interruption.** EKPC has the right to call upon a physical interruption of Member's Interruptible Demand (a "Reliability Interruption") to participate in the PJM Demand Response Programs. EKPC shall notify Member that it is calling for an interruption and the notice shall be defined as a Reliability Interruption and include the number of hours of such interruption. Member must interrupt its Interruptible Demand, and buy-through energy provisions as described above are not available for Reliability Interruptions. For Reliability Interruptions, the terms and conditions of PJM's Capacity Program then in place shall apply. Under that Program, PJM shall notify EKPC of a Reliability Interruption 30 minutes prior to the start of the interruption per the Cooperative's Interruptible Rider. EKPC shall notify Member of such interruption immediately.

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and Member shall reduce its load to the Firm Load level defined above. PJM requires a one (1) hour interruption annually to test and verify load reduction capabilities if a Reliability Interruption has not been called for the PJM calendar year.

- c. **Interruption Hours and Notice.** Member is contracting for interruptible service for all demand over the Firm Load as set forth above, with a total annual interruption of up to 400 hours. The sum of Economic Interruptions and Reliability Interruptions shall not exceed 400 hours on an annual basis. The annual period shall start on June 1 and end on May 31 of the following year. However, during the initial term of this Agreement, the annual period shall begin with the Effective Date of the Agreement and end on May 31 of the following year. The total interruptible hours during the initial term shall be pro-rated based on actual start date but shall not exceed 400 hours. Interruptions may occur between 6:00 a.m. to 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. to 10:00 p.m. EPT during the months of May through October. No interruption shall last more than 12 hours.

Notification of an interruption will be provided by EKPC to the Member by a communication medium approved by all parties from EKPC's MOC to the Member. The Member's Point of Contact ("POC") to provide the communication of the notice of interruption is as follows:

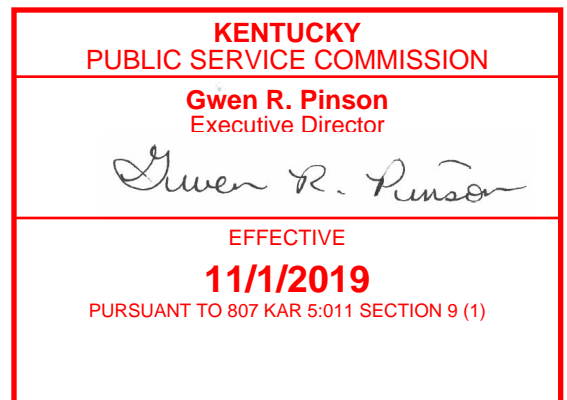
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Primary POC #1      Chuck Ponder – Maintenance Engineering Manager  
2100 Gateway Blvd., Hebron, KY 41048  
513-531-3600  
513-470-2220 (text)  
[cponder@zumbiel.com](mailto:cponder@zumbiel.com)

Primary POC #2      Keith Davis – Maintenance Manager  
2100 Gateway Blvd., Hebron, KY 41048  
513-531-3600  
513-477-6932 (text)  
[kdavis@zumbiel.com](mailto:kdavis@zumbiel.com)

Secondary POC #1    Mark Barton – VP Manufacturing  
2100 Gateway Blvd., Hebron, KY 41048  
513-531-3600  
513-328-8681 (text)  
[mbarton@zumbiel.com](mailto:mbarton@zumbiel.com)

Secondary POC #2    Billy Rose – Controls Engineer  
2100 Gateway Blvd., Hebron, KY 41048  
513-531-3600  
513-708-2866 (text)  
[brose@zumbiel.com](mailto:brose@zumbiel.com)






EKPC's POC is the MOC system operator on duty at the time of communication. The phone number for EKPC's POC is (859) 745-9210, and email is generation.operations@ekpc.coop.

5. **Responsibilities of Member.** It is the responsibility of Member to be sure its phone is working and that someone is available 24 hours per day, 365 days per year to promptly respond to the EKPC communication. Member shall acknowledge to EKPC that they received notice of an interruption. If Member does not acknowledge the notice of interruption from EKPC for whatever reason, Member will be considered as failing to interrupt and the failure to interrupt provisions of the Cooperative's Rate Schedule XI – Large Industrial Rate LPB1 and Interruptible Service Rider will be invoked.

Neither Cooperative nor EKPC shall be obligated to provide, or be responsible for providing, protective equipment for Member's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits, or any other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as is reasonably necessary for the protection of its own property and operations. The electrical equipment installed by Member shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC.

6. **Continuing Jurisdiction of the Commission.** The rates, terms and conditions of this Agreement for electric service shall be subject to modification or change by Order of the Commission, during the initial one-year term and thereafter. The rates provided hereinabove shall be adjusted to reflect any Commission approved changes in applicable tariff rates, including any FAC, Environmental Surcharge or changes in the base rates approved for EKPC and/or Cooperative on or after the Effective Date of this Agreement.

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7. **Voltage Fluctuations.** Member and Cooperative shall cooperate to see that Member's load is operated in accordance with prudent utility practices, as defined in Paragraph 11 below. Member agrees to operate its Plant and facilities to reduce voltage fluctuations or harmonic distortions. Cooperative will notify Member if its operations cause voltage fluctuations or harmonic distortions that result in interference with Cooperative's supply of service to other Members, and will attempt to identify and help Member correct such problems. Any substantial deviation from prudent utility practices that would cause additional voltage fluctuations or harmonic distortions requires approval from Cooperative. If Member fails to install and/or to operate the necessary facilities on its premises to correct the voltage fluctuations or harmonic distortions of its load based on applicable industry and IEEE standards, or to prevent such voltage fluctuations or harmonic distortions from interfering with Cooperative's supply of services to other members, Cooperative shall have the right to deny service to Member. Any voltage fluctuations or harmonic distortions shall be corrected within twenty-four (24) hours after written notice from Cooperative to Member stating the voltage fluctuation or harmonic distortion problems.

8. **Right of Access.** The duly authorized agents and employees of EKPC and/or Cooperative shall have free access at all reasonable hours to the premises of Member for the purpose of installing, repairing, inspecting, testing, operating, maintaining, renewing or exchanging any or all of their equipment which may be located on the premises of Member for reading or testing meters, or for performing any other work incident to the performance of this Agreement. The parties agree to take reasonable steps to protect the property of each other party located on its premises, and to permit


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tamper with the wiring and apparatus of the other party except such other party's agents or employees, or persons authorized by law. It is agreed, however, that no party assumes the duty of inspecting the wiring or apparatus of any other party and shall not be responsible therefor.

9. **Substation Facilities.** Upon request, Member, without cost to Cooperative or EKPC, shall convey to Cooperative or to EKPC, as appropriate, a suitably agreed upon site on Member's premises for use as a substation facility. Such conveyance shall be in fee simple for so long as the site is used by Cooperative to furnish electrical power and energy to Member. At such time as the site is no longer used by Cooperative for such purposes, it shall revert to Member in fee simple automatically, without the necessity of any action being taken or claim being made by Member. It is agreed, however, that in the event of such reversion, Cooperative, EKPC or any successor in interest to them shall have ninety (90) days to remove any improvements erected by any of them upon such site. Member shall also provide Cooperative and, as appropriate, EKPC, with such easements for any transmission line as may be required to connect the service to be provided by Cooperative hereunder, and shall take reasonable steps to provide for the safekeeping of such equipment and facilities and to prevent the access thereto by unauthorized persons.

10. **Right of Removal.** Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner of annexation or attachment of real property of the other party.

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of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time upon notice and approval of the other party remove all or any portion of such equipment, apparatus, devices, or facilities, unless otherwise agreed by the parties at the time of such termination. As a part of any such removal, the owner shall perform restoration as required for any damage caused by said removal.

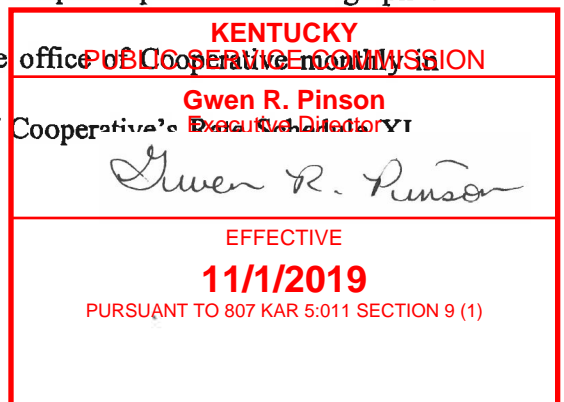
11. **Prudent Utility Practice.** Each party shall design, construct and operate its facilities in accordance with prudent electric utility practice in conformity with generally accepted standards for electric utilities in the Commonwealth of Kentucky, including, but not limited to, the applicable edition of the National Electric Safety Code.

12. **Maintenance of Equipment.** Each party agrees that it will at all times maintain its lines, equipment and other facilities up to the Delivery Points in a safe operating condition in conformity with generally accepted standards for electric utilities in the Commonwealth of Kentucky, including, but not limited to, the applicable edition of the National Electrical Safety Code and applicable IEEE standards.

13. **Billing and Payment.**

a. **Regular Monthly Billing.** Cooperative will bill Member each month for the cost of electric power and energy delivered to Member during the preceding month. This bill will clearly state the amount due and the corresponding due date.

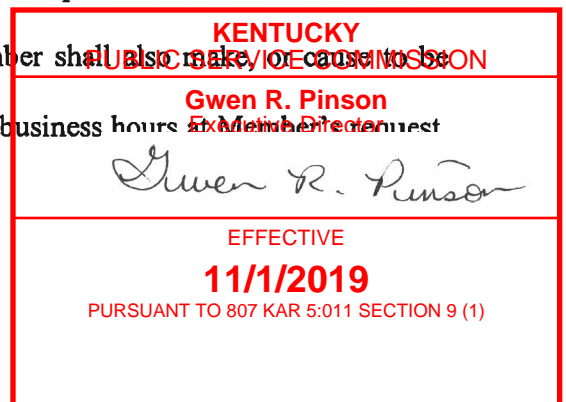
b. **Due Date.** Payment for electric power and energy furnished hereunder, including any amounts payable for replacement power or options pursuant to Paragraph 4 hereinabove, shall be due and payable at the office of Cooperative monthly in accordance with the applicable provisions of Cooperative's Executive Director



Large Industrial Rate LPB1 and Interruptible Service Rider. If Member shall fail to pay any such bill as provided in said tariffs, Cooperative may discontinue delivery of electric power and energy hereunder ten (10) days following written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Member to pay the minimum monthly charge provided in the attached Rate Schedules. When the Cooperative does not receive payment for serviced rendered by the due date, then the Member shall forfeit the 5% prompt payment discount and shall pay the gross amount due. All amounts unpaid when due may be subject to a charge for late payment, as provided in the applicable Rate Schedules.

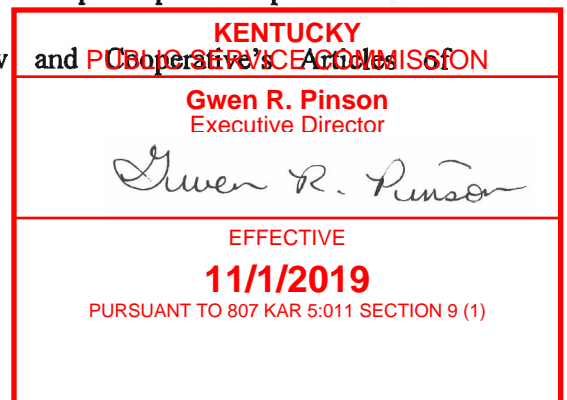
- c. **Security.** Should Member have two late payments within a 12-month period, Member agrees to provide a form and amount of bill payment security acceptable to Cooperative, and payable to Cooperative, for the duration of the Agreement. The amount of payment security may be changed at the request of Cooperative to match any changes in load by Member. Such payment security may be equal to, but shall not exceed two times the amount of Member's average monthly bill. The payment security shall be promptly payable to Cooperative, upon demand, due to non-payment by Member and in accordance with the conditions set forth in subsections (a) and (b) above.

14. **Meter Testing and Billing Adjustment.** EKPC or Member shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. EKPC or Member shall also make or cause to be made, special meter tests at any time during normal business hours ~~at Member's request~~



The costs of all tests shall be borne or provided for by Cooperative, provided, however, that if any special meter test made by Member's request shall disclose that the meters are recording accurately Member shall reimburse Cooperative for the cost of such test. Meters registering not more than two (2) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate (as defined above) shall be corrected for the period during which meter error is known to have existed, or if not known, for one-half the elapsed time since the last such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the parties shall agree as to the amount of kW Demand and energy furnished during such period. Such estimates shall be based on Member's operating records for the period in question, historical load records and other pertinent data and records, and Cooperative shall render a bill to Member therefore. Meter calibration records will be provided by the Cooperative upon request from the Member.

15. **Membership/Capital Credits.** Cooperative is a non-profit Kentucky corporation and Member will benefit from any savings or reductions in cost-of-service in the same manner as any comparable Member as authorized by Kentucky law, and by Cooperative's Articles of Incorporation and Bylaws; provided, however, Cooperative's Board of Directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to Cooperative by EKPC until EKPC shall have retired such capital credited to Cooperative. Member shall participate in capital credits of Cooperative in accordance with Kentucky law and Cooperative's Articles of Incorporation and Bylaws.



16. Notices. Any written notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative and EKPC if mailed to:

Owen Electric Cooperative, Inc.  
Attn: Manager of Business & Government Relations  
P.O. Box 400  
Owenton, KY 40359

And

East Kentucky Power Cooperative, Inc.  
Attn: Senior Vice President of Power Supply  
4775 Lexington Road  
P. O. Box 707  
Winchester, KY 40392-0707

Any such notice, demand, or request shall be deemed properly given or served on Member if mailed to:

The C.W. Zumbiel Company  
Attn: Chuck Ponder  
2100 Gateway Blvd.  
Hebron, KY 41048

Each party shall have the right to change the name of the person to whom, or the location where the notices are to be given or served by notifying the other party, in writing, of such change.

17. Responsibility for Damages or Loss. The electric power and energy supplied under this Agreement is supplied upon the express condition that after it passes the Point of Delivery it becomes the responsibility of Member. Neither Cooperative nor EKPC shall be liable for loss or damage to any person or property whatsoever, and Member agrees to indemnify and hold EKPC and/or Cooperative harmless for damages suffered by any individual or business entity resulting directly or indirectly from the use, misuse, or

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presence of the said electric power and energy on Member's premises, or elsewhere, after it passes the Point of Delivery, except where such loss or damage shall be shown to have been occasioned by the gross negligence of EKPC or Cooperative, their agents or employees.

18. **Continuity of Service.** Cooperative shall use reasonable diligence required of a public utility in Kentucky to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, neither EKPC nor Cooperative shall be liable therefor or for damages caused thereby.

19. **Successors in Interest - Assignment.** The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. No party to this Agreement may assign its rights hereunder without the consent of the other, which shall not be unreasonably withheld; except that Cooperative may assign this Agreement to the Rural Utilities Service ("RUS") and/or any other lenders to Cooperative without such consent.

20. **Force Majeure.** The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence, is diligently seeking to cure said force majeure, and gives notice to the other party within a reasonable time of such cure. As used in this Section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of public enemy, ~~public storms, floods, civil~~ disturbances; explosions; failures of machinery or equipment; ~~unfavorable conditions in~~

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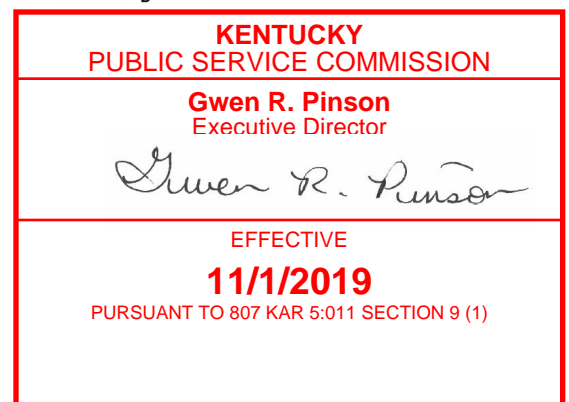
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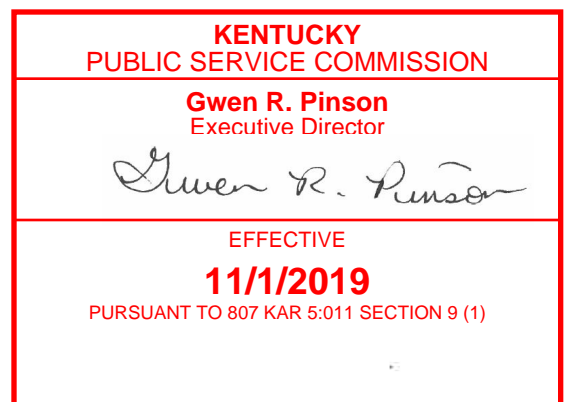
power deliveries from EKPC; or actions of federal, state, or local governmental authorities, which are not reasonably within the control of the party claiming relief.

Notwithstanding the above provisions, no event of force majeure shall relieve Member of the obligation to pay the minimum monthly charge provided herein or in the attached rate schedules.

21. **Approvals.** The rates and charges for electrical service established hereunder are subject to approval by the Commission pursuant to Kentucky Revised Statutes, Chapter 278, and any necessary approvals by the RUS and the National Rural Utilities Cooperative Finance Corporation. The parties covenant to use their best efforts to forthwith seek and support such approvals for this Agreement by filing such papers, presenting such testimony and taking such other action as may be necessary or appropriate to secure the same.
22. **Modifications.** Any future revisions or modifications of this Agreement, except as provided in Paragraph 6, hereinabove, shall require the unanimous written approval of Cooperative and Member, and any necessary approvals by RUS, any other lenders to Cooperative, and the Commission.
23. **Miscellaneous.**
  - a. **Headlines of Articles.** Headings of articles of this Agreement have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.
  - b. **Severability.** Except where expressly stated otherwise the duties, obligations and liabilities of the parties are intended to be several and not joint or collective.



- c. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, notwithstanding any principles of choice of law.
- d. **Venue.** Any actions or claims arising from or relating to this Agreement shall be instituted in the Circuit Court of Boone County, Kentucky and each party hereto expressly acknowledges that such forum is convenient and acceptable.
- e. **Waivers.** Any waiver at any time by a party of its rights with respect to a default or with respect to any other matters arising on connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.
- e. **Prior Agreements.** The parties hereby acknowledge that this Agreement contains the entire agreement among the parties and supersedes all prior agreements and understandings related to the subject matter hereof.
- f. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, in six original counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

**ZUMBIEL PACKAGING**

Mark Barton  
SIGNATURE  
TITLE VP of Manufacturing

BY MARK BARTON  
PRINTED NAME

ATTEST: CHUCK POWELL  
EAST KENTUCKY POWER COOPERATIVE, INC.

Anthony S. Campbell  
SIGNATURE  
TITLE President + CEO

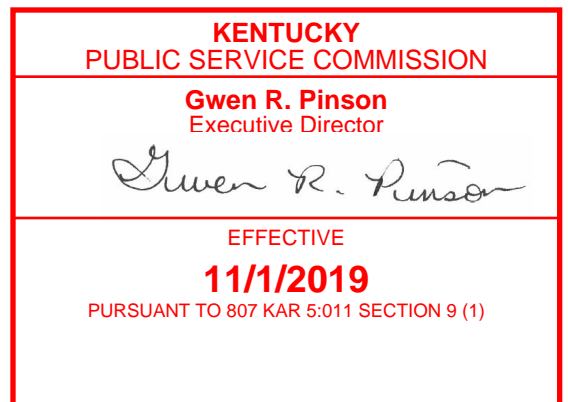
BY Pres./CEO ANTHONY S. Campbell  
PRINTED NAME

ATTEST: Jeri K. Combs  
OWEN ELECTRIC COOPERATIVE, INC.

Mike Stafford  
SIGNATURE  
TITLE MANAGER - BUSINESS + GOVERNMENT RELATIONS

BY MIKE STAFFORD  
PRINTED NAME

ATTEST: Shannon Chappell



FOR Entire Territory Served  
Community, Town or City

P.S.C. KY. NO. 6

12th Revised SHEET NO. 20A

CANCELING P.S.C. KY. NO. 6

11th Revised SHEET NO. 20A

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

**SCHEDULE XI - LARGE INDUSTRIAL RATE LPBI**

(Page One of Two)

- A. Applicable - to all territory served by the Seller.
- B. Available - to all consumers which are or shall be members of the Cooperative where the monthly contract demand is 1,000 - 2,499 KW with a monthly energy usage equal to or greater than 425 hours per KW of contract demand.

C. Rates

Customer Charge	\$1,521.83	Per Month	
Demand Charge	\$ 7.25	Per KW of Demand of Contract Demand	
	\$ 9.98	Per KW of Demand in Excess of Contract Demand	
Energy Charge	\$0.04704	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(R)
Energy Charge	\$0.04339	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(R)

- D. Billing Demand - the billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The customer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the hours listed for each month (and adjusted for power factor as provided herein):

<u>Months</u>	<u>Hours Applicable for Demand Billing EST</u>
October through April	7AM - 12:00 Noon; 5PM - 10PM
May through September	10AM - 10PM

- E. Billing Energy - the billing energy shall be the contract demand multiplied by 425 hours or the actual energy used in the current month by the load center, whichever is greater.

- F. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (1), (2), and (3) below:

- (1) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- (2) The product of the contract demand multiplied by 425 hours and the energy charge per KW.
- (3) The customer charge.

DATE OF ISSUE August 21, 2017

Month / Date / Year

DATE EFFECTIVE Service rendered on and after September 1, 2017

Month / Date / Year

ISSUED BY 

(Signature of Officer)

TITLE President /CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2017-00018 DATED August 7, 2017

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

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**  
**011120179**  
PURSUANT TO 207 KAR 5.011 SECTION 9 (11)

FOR Entire Territory Served  
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 20B

CANCELLING P.S.C. KY. NO. 6

1st Revised SHEET NO. 20B

Owen Electric Cooperative, Inc.  
(Name of Utility)

**CLASSIFICATION OF SERVICE**

**SCHEDULE XI - LARGE INDUSTRIAL RATE LPB1** (continued) (Page Two of Two) (T)

G. Power Factor Adjustment - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

H. Fuel Adjustment Clause - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".

I. Special Provisions

1. **Delivery Point**- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

J. Terms of Payment - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240, and as approved by the Commission Order of March 31, 1981.

DATE OF ISSUE April 8, 2009  
Month / Date / Year

DATE EFFECTIVE April 1, 2009  
Month / Date / Year

ISSUED BY [Signature]  
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2008-0421 DATED March 31, 2009

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**PUBLIC SERVICE COMMISSION**  
**OF KENTUCKY**  
Executive Director

*Gwen R. Penner*

SECRETARY (1)  
**11/1/2019**  
PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

By [Signature]  
Executive Director

(T) ↓



FOR Entire Territory Served  
 Community, Town or City  
 P.S.C. KY. NO. 6  
**2nd Revised** SHEET NO. 31  
 CANCELLING P.S.C. KY. NO. 6  
**1st Revised** SHEET NO. 31

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page One of Three)

**SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE**

- A. Standard Rider – this Interruptible Service Rate is a rider to Rate Schedules 2, 2A, 8, 9, 10, 11, 12, and 13.
- B. Applicable – to the entire territory served.
- C. Available – this schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the 12-month period ended May 31.
- D. Monthly Rate – A monthly demand credit per kW is to be based on the following matrix:

Annual Hours of Interruption

Notice Minutes	200	300	400
30	\$4.20	\$4.90	\$5.60

E. Determination of Measured Load – Billing Demand

The monthly billing demand shall be the highest average rate at which energy is used during any fifteen consecutive minute period during the below listed hours:

Months	Hours Applicable for Demand Billing - E.P.T.
November through April	6:00 a.m. to 9:00 p.m.
May Through October	10:00 a.m. to 10:00 p.m.

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

(T) ↓

DATE OF ISSUE October 5, 2015  
 Month / Date / Year  
 DATE EFFECTIVE November 5, 2015  
 Month / Date / Year  
 ISSUED BY [Signature]  
 (Signature of Officer)  
 TITLE President/CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2008-00421 DATED March 31, 2009

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

**JENNIFER BERGLIN**  
 EXECUTIVE DIRECTOR

*Gwen R. Penner*

**11/5/2015**

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

FOR Entire Territory Served  
 Community, Town or City  
 P.S.C. KY. NO. 6  
**2nd Revised** SHEET NO. 32  
 CANCELLING P.S.C. KY. NO. 6  
**1st Revised** SHEET NO. 32

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page Two of Three)

**SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE** (continued)

F. Conditions of Service for Member Contract

1. The member will upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the contract capacity level specified by the contract.
2. The Cooperative will endeavor to provide the member with as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperative's "Rules and Regulations" except as set out herein and/or provisions agreed to by written contract.
4. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The Customer shall arrange his wiring so that interruptible service supplied under this rider shall be separately metered and segregated from firm service.
6. The Member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Member's premises, required for interruptible service.
7. A Member's plant is considered as one or more buildings which are served by a single electrical distribution system, provided and operated by the Member. When the size of the Member's load necessitates the delivery of energy to the Member's plant over more than one circuit, the Cooperative may elect to connect its circuits to different points on the Member's system.
8. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months advance written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.
9. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the Member.
10. The Fuel Adjustment Clause, as specified in the prevailing rate schedule is applicable.

DATE OF ISSUE October 5, 2015  
 Month / Date / Year  
 DATE EFFECTIVE November 5, 2015  
 Month / Date / Year  
 ISSUED BY [Signature]  
 (Signature of Officer)  
 TITLE President/CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2008-00421 DATED March 31, 2009

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFFER BERQUEL  
EXECUTIVE DIRECTOR**

*Steven R. Penner*

**11/5/2015**

PURSUANT TO 007 KAR 009 SECTION 9 (1)  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served  
 Community, Town or City  
 P.S.C. KY. NO. 6  
**2nd Revised** SHEET NO. 33  
 CANCELLING P.S.C. KY. NO. 6  
**1st Revised** SHEET NO. 33

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page Three of Three)

**SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE** (continued)

G. Calculation of Monthly Bill

The monthly bill is calculated on the following basis:

1. Sum of the customer charge, plus
2. Minimum billing demand in kW multiplied by the firm capacity rate, plus
3. Interruptible billing demand in kW multiplied by interruptible rate, plus
4. Energy usage in kWh multiplied by the energy rate.

H. Number and Duration of Interruptions

1. There shall be no more than two (2) interruptions during any 24 hour calendar day. No interruption shall last more than twelve hours.
2. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
3. The maximum number of annual hours of interruption shall be in accordance with the customer contracted level of interruptible service.

I. Charge for Failure to Interrupt

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

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DATE OF ISSUE October 5, 2015  
 Month / Date / Year  
 DATE EFFECTIVE November 5, 2015  
 Month / Date / Year  
 ISSUED BY [Signature]  
 (Signature of Officer)  
 TITLE President/CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2008-00421 DATED March 31, 2009

**KENTUCKY  
 PUBLIC SERVICE COMMISSION**

**JEFF BERQUEN  
 EXECUTIVE DIRECTOR**

*Gwen R. Penner*

**11/5/2015**

PURSUANT TO 007 KAR 001 SECTION 9 (1)  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)