P.S.C. NO. 2

CANCELS P.S.C. NO. 1

KENERGY CORP.

OF

HENDERSON, KENTUCKY

CLASSIFICATION OF SERVICE AND RULES AND REGULATIONS FOR FURNISHING ELECTRIC SERVICE TO ALL OR PORTIONS OF:

BRECKENRIDGE, CALDWELL, CRITTENDEN, DAVIESS, HANCOCK, HENDERSON, HOPKINS, LIVINGSTON, LYON, MCLEAN, OHIO, MUHLENBERG, UNION, AND WEBSTER COUNTIES IN KENTUCKY

FILED WITH THE PUBLIC SERVICE COMMISSION OF KENTUCKY

T DATE ISSUED: November 23, 2016 EFFECTIVE DATE: May 20, 2016

KENERGY CORP.

BY: _____

T Jeff Hohn, President & CEO

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
EFFECTIVE
1/7/2025
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KENTUCKY
PUBLIC SERVICE COMMISSION
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Executive Director
Linda C. Bridwell
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1/1/2025
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Executive Director
EFFECTIVE
1/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Twelfth Revised SHEET NO. 1

CANCELLING PSC NO. 2

Eleventh Revised SHEET NO. 1

CLASSIFICATION OF SERVICE
Schedule 1 – Residential Service (Single Phase & Three-Phase)

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
Available for single and three-phase single family residential service. Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances and other domestic purposes.

Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Kenergy may require, as a condition precedent to the application of the residential rate, the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Member, at the Member's option in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to a Member at an appropriate non-residential rate.

If a separate meter is used to measure the consumption to remotely located buildings, such as garages, barns, pump houses, grain bins or other outbuildings, or facilities, such as electric fences, it will be considered a separate service and be billed as a separate service at the applicable non-residential rate.

RATE

I Customer Charge per delivery point.....$22.00 per month

Plus:

I Energy Charge per KWH.....$0.110529

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Seventh Revised SHEET NO. 1A
CANCELLING PSC NO. 2
Sixth Revised SHEET NO. 1A

CLASSIFICATION OF SERVICE

Schedule 1 – Residential Service (Single Phase & Three-Phase)

ADJUSTMENT CLAUSES:

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
D Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date bill was rendered, the gross rate shall apply.
The gross rate charge shall be forgiven on one bill each calendar year on all customers in this class of service.

Customers 65 years of age and older who have submitted proof of age to Kenergy will not be charged the gross rate on the current monthly bill at their primary residence. If payment is not received within 30 days from the date the bill was rendered, the gross rate shall apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 2
CANCELLING PSC NO. 1
SHEET NO.

CLASSIFICATION OF SERVICE

N **FOR FUTURE USE**

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novack
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Twelfth Revised SHEET NO. 3
CANCELLING PSC NO. 2
Eleventh Revised SHEET NO. 3

CLASSIFICATION OF SERVICE
Schedule 3 – All Non-Residential Single Phase

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
Available for all non-residential single-phase service.

Three-phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of its effective date of June 14, 2005.

RATE

I Customer Charge per delivery point ..... $24.50 per month

Plus:
Energy Charge per KWH $0.100744

ADJUSTMENT CLAUSES:

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

	Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
	Fuel Adjustment Rider	Sheets No. 24 - 24A
	Environmental Surcharge Rider	Sheets No. 25 - 25A
	Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
D	Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A

D

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 3A
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

T Schedule 3 – All Non-Residential Single Phase

FRANCHISE CHARGE

T The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet 105.

TERMS OF PAYMENT

T The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate shall apply.

T The gross rate charge shall be forgiven on one bill each calendar year on all customers in this class of service.

N ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 4
CANCELLING PSC NO. 1
SHEET NO.

CLASSIFICATION OF SERVICE

N **FOR FUTURE USE**

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Eighth Revised SHEET NO. 5
CANCELLING PSC NO. 2
Seventh Revised SHEET NO. 5

CLASSIFICATION OF SERVICE

Schedule 5 – Three-Phase Demand (Non-Residential)
Non-Dedicated Delivery Points (0 – 1,000 KW)

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
Available for three-phase customers (non-residential) with a metered demand 0 – 1,000 KW for all uses served from non-dedicated delivery points.

TYPE OF SERVICE
The electric service furnished under this schedule will be three-phase, 60 cycle, alternating current at available nominal voltage.

AGREEMENT
An "Agreement for Purchase of Power" may be required of the customer for service under this schedule, in accordance with investment to serve and as mutually agreed to by both parties. For any type of service that is not considered permanent, see tariff Sheet No. 138.

RATE

R	Customer Charge per Delivery Point	$45.52 per month
	Plus:	
	Demand Charge of:	
R	Per KW of billing demand in the month	$ 5.78
	Plus:	
	Energy Charges of:	
R	First 200 KWH per KW, per KWH	$0.08749
R	Next 200 KWH per KW, per KWH	$0.06710
R	All Over 400 KWH per KW, per KWH	$0.05940

DATE OF ISSUE May 14, 2014
Month / Date / Year
DATE EFFECTIVE February 1, 2014
Month / Date / Year
ISSUED BY Steve Thompson
(Signature of Officer)
TITLE Vice President - Finance
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Sixth Revised SHEET NO. 5A
CANCELLING PSC NO. 2
Fifth Revised SHEET NO. 5A

CLASSIFICATION OF SERVICE

Schedule 5 – Three-Phase Demand (Non-Residential)

Non-Dedicated Delivery Points (0 – 1,000 KW)

ADJUSTMENT CLAUSES:

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
D Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A

D

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Tax added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt load used by the customer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 5B
CANCELLING PSC NO. 2
Third Revised SHEET NO. 5B

CLASSIFICATION OF SERVICE

Schedule 5 – Three-Phase Demand (Non-Residential)
Non-Dedicated Delivery Points (0 – 1,000 KW)

POWER FACTOR ADJUSTMENT

The customer agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus that shall result, during normal operation, in a power factor not lower than 90%. At Kenergy's option, in lieu of the customers providing the above corrective equipment when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Max. Measured KW x 90\%}}{\text{Power Factor (\%)}}$$

The power factor shall be measured at time of maximum load.

PRIMARY SERVICE DISCOUNT

R If service is furnished at primary distribution voltage, a discount of $.65 per KW of Billing Demand will be applied to the monthly bill. Kenergy shall have the option of metering at primary or secondary voltage.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

Original SHEET NO. 6

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

N **FOR FUTURE USE**

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novich
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Ninth Revised SHEET NO. 7
CANCELLING PSC NO. 2
Eight Revised SHEET NO. 7

CLASSIFICATION OF SERVICE
Schedule 7 – Three-Phase Demand – 1,001 KW and Over (Non-Dedicated Delivery Points)

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
Available for all three-phase customers with a metered or contract demand 1,001 KW & Over served from a non-dedicated delivery point.
Any service provided under this tariff shall be for a minimum of twelve (12) consecutive months, whereby the customer will be billed a minimum of 1,001 KW for next twelve (12) months.

TYPE OF SERVICE
The electric service furnished under this schedule will be three-phase, 60 cycle, alternating current at available nominal voltage.

RATE

Option A – High Load Factor (above 50%):
Customer Charge per Delivery Point .....975.27 per month
Plus:
Demand Charge of:
I Per KW of Billing Demand $12.70
Plus:
Energy Charges of:
I First 200 KWH per KW, per KWH $0.054069
I Next 200 KWH per KW, per KWH $0.049666
I All Over 400 KWH per KW, per KWH.....$0.047013
Primary Service Discount..... $.65 per KW

Option B – Low Load Factor (below 50%):
Customer Charge per Delivery Point..... 975.27 per month
Plus:
Demand Charge of:
I Per KW of Billing Demand..... $7.15

DATE OF ISSUE November 23, 2016
Month / Date / Year
DATE EFFECTIVE May 20, 2016
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Thirteenth Revised SHEET NO. 7A
CANCELLING PSC NO. 2
Twelfth Revised SHEET NO. 7A

CLASSIFICATION OF SERVICE

Schedule 7 – Three-Phase Demand – 1,001 KW and Over
(Non-Dedicated Delivery Points)

Plus:
Energy Charges of:
First 150 KWH per KW, per KWH.....$0.074913
Over 150 KWH per KW, per KWH.....$0.065609
Primary Service Discount..... $.65 per KW

ADJUSTMENT CLAUSES:

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A

D
D

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Tax added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

AGREEMENT

An Agreement for Purchase of Power shall be executed by the member for service under this schedule. Existing members before January 1, 2017 will be grandfathered and may not have an agreement. The monthly facilities charge shall be in accordance with the investment to serve and cover cost of service. For any type of service that is not considered permanent, see tariff Sheet No. 138.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 7B
CANCELLING PSC NO. 2
Third Revised SHEET NO. 7B

CLASSIFICATION OF SERVICE

Schedule 7 – Three-Phase Demand – 1,001 KW and Over
(Non-Dedicated Delivery Points)

OPTION A OR B RATE SELECTION

The option chosen by the customer will remain in effect for a minimum of twelve months. Thereafter, the customer may, upon request, transfer from one option to the other after twelve months of service under the option previously chosen.

DETERMINATION OF BILLING DEMAND

The billing demand shall be the greater of the actual maximum kilowatt demand used by the customer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter or the minimum contract demand, which must equal or exceed 1,001 KW.

POWER FACTOR ADJUSTMENT

The customer agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90%.

At Kenergy's option, in lieu of the customers providing the above corrective equipment, when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Max. Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at time of maximum load.

PRIMARY SERVICE DISCOUNT

R If service is furnished at primary distribution voltage, a discount of $.65 per KW of Billing Demand will be applied to the monthly bill. Kenergy shall have the option of metering at primary or secondary voltage.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

T

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

Original SHEET NO. 8-14

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

FOR FUTURE USE

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Twelfth Revised SHEET NO. 15
CANCELLING PSC NO. 2
Eleventh Revised SHEET NO. 15

CLASSIFICATION OF SERVICE
Schedule 15 – Private Outdoor Lighting

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on T private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to members now receiving electric service from Kenergy at the same location. Upon failure, lighting will be replaced with a comparable energy efficient LED fixture.

Standard (Served Overhead)

Type Light	Watts	Approx. Lumens	Avg. Monthly Energy Kwh	Per lamp per month Rates
Not Available for New Installations after December 1, 2012:				
Mercury Vapor	175	7,000	70	$11.28
Mercury Vapor	250	12,000	97	$13.74
Mercury Vapor	400	20,000	155	$16.81
High Pressure Sodium	100	9,500	44	$10.02
Metal Halide	100	9,000	42	$ 9.45
Metal Halide	400	24,000	156	$20.32
Not Available for New Installations after November 2014:				
High Pressure Sodium	200/ 250	20,000/27,000	101	$15.06
High Pressure Sodium–Flood Light	400	61,000	159	$18.88
Available for New Installations after November 2014:				
LED NEMA Head	60	5,200	21	$ 8.56
LED Mid Output	108	9,500	37	$10.86
LED High Output	135	11,000	46	$13.28

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE January 1, 2017
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and 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
1/1/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Eleventh Revised SHEET NO. 15A
CANCELLING PSC NO. 2
Tenth Revised SHEET NO. 15A

CLASSIFICATION OF SERVICE
Schedule 15 – Private Outdoor Lighting

Commercial and Industrial Lighting
(Available to all classes except residential)

	Type Light	Watts	Approx. Lumens	Avg. monthly Kwh	per lamp per month Rates
	Available for New Installations after November 2014:				
	Flood Lighting Fixture				
R	LED Flood	192	18,500	66	$17.26
	Not Available for New Installations after December 1, 2012:				
I	High Pressure Sodium	250	28,000	103	$14.60
I	High Pressure Sodium	400	61,000	160	$18.88
R	High Pressure Sodium	1,000	140,000	377	$41.78
I	Metal Halide	250	19,500	98	$13.97
I	Metal Halide	400	32,000	156	$18.80
R	Metal Halide	1,000	107,000	373	$41.16
	Not Available for New Installations after April 1, 2011:				
	Contemporary (Shoebox) Lighting Fixture				
I	High Pressure Sodium	250	28,000	103	$15.96
I	High Pressure Sodium	400	61,000	160	$20.90
I	High Pressure Sodium	1,000	140,000	377	$41.98
I	Metal Halide	250	19,500	98	$15.79
I	Metal Halide	400	32,000	156	$20.49
I	Metal Halide	1,000	107,000	373	$43.47
	Not Available for New Installations after April 1, 2011:				
	Decorative Lighting Fixtures				
R	Acorn Globe Metal Halide	100	9,000	42	$13.73
R	Acorn Globe Metal Halide	175	16,600	71	$16.91
R	Round Globe Metal Halide	100	9,000	42	$13.47
I	Round Globe Metal Halide	175	16,600	71	$16.44
R	Lantern Globe Metal Halide	175	16,600	71	$15.85
R	Acorn Globe HPS	100	9,500	42	$15.49

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Thirteenth Revised SHEET NO. 15B
CANCELLING PSC NO. 1
Twelfth Revised SHEET NO. 15B

CLASSIFICATION OF SERVICE
Schedule 15 – Private Outdoor Lighting

Pedestal Mounted Pole

Not Available for New Installations after April 1, 2011:	Rate per month
Steel, 25 ft. – per pole	$ 9.36
Steel, 30 ft. – per pole	$10.52
Steel, 39 ft. – per pole	$16.44

Direct Burial Pole

Not *Available for New Installations after January 1, 2017:*	
Wood, 30 ft. – per pole	$ 5.44
Aluminum, 28 ft. – per pole	$12.05
Not Available for New Installations after April 1, 2011:	
Fluted Fiberglass, 15 ft. – per pole	$12.88
Fluted Fiberglass, 14 ft. – per pole	$14.14

Kenergy will furnish facilities and electric service for commercial/industrial exterior lighting applications in accordance with an appropriate lease lighting agreement.

In the event existing facilities cannot be utilized, customer will be required to make an advance contribution equal to the estimated cost of labor and materials in excess of the cost to install the lighting unit on existing facilities.
Member shall be responsible for losses due to vandalism.

ADJUSTMENT CLAUSES:
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
D Non-FAC Purchased Power Adjustment Rider	Sheets No. 30

D

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

First Revised SHEET NO. 15C

CANCELLING PSC NO. 1

Original SHEET NO. 15C

CLASSIFICATION OF SERVICE
Schedule 15 – Private Outdoor Lighting

T TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Tax added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

TERMS OF PAYMENT

The above rates are net, the gross rate being five (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

DATE OF ISSUE October 16, 2014
Month / Date / Year

DATE EFFECTIVE November 15, 2014
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
11/15/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Tenth Revised SHEET NO. 16
CANCELLING PSC NO. 2
Ninth Revised SHEET NO. 16

CLASSIFICATION OF SERVICE
Schedule 16 – Street Lighting Service

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
To governmental units, lighting districts, or similar entities organized under KRS 179.470 located within the territory served by Kenergy. Service to the subdivisions of Baskett ($3.87), Meadow Hills ($3.52) and Spottsville ($4.36) under a shared service agreement is restricted to those customers being billed under the special rate as of its effective date of June 14, 2005. I

CONDITIONS OF SERVICE - STANDARD

Normally, street lighting fixtures and facilities are furnished and maintained by Kenergy at the rates specified below. However, special situations may require that service terms and conditions be negotiated individually and mutually agreed upon. Street lighting for subdivision street lighting districts or similar entities created by a county fiscal court pursuant to KRS 179.470 will be coordinated with the appropriate county fiscal court. The rates for such service shall be in accordance with those specified below. Agreements for street lighting service with a county fiscal court and a street lighting district may (1) provide for advance collection of charges for street lighting service and (2) provide that service to a street lighting district will not be disconnected for nonpayment as long as the fiscal court of the county in which the street lighting district is located agrees to pay for the expense of street lighting on the terms provided in this tariff, collects the assessment in accordance with the customary procedures for collecting county ad valorem real property taxes, and within a reasonable time, pays Kenergy any amounts so collected. Upon failure, lights will be replaced with a comparable energy efficient LED fixture.

	Type Light	Watts	Approx. Lumens	Kwh Avg. Monthly	Rates per light per month
	Not Available for New Installations after April 1, 2011				
I	Mercury Vapor	175	7,000	70	$11.15
I	Mercury Vapor	400	20,000	155	$16.81
	Not Available for New Installations after November 2014:				
R	High Pressure Sodium	100	9,500	43	$10.02
	High Pressure Sodium	250	27,000	85	$15.65
	Not Available for New Installations after April 1, 2011				
R	Metal Halide	100	9,000	42	$ 9.45
R	Halide	400	24,000	156	$20.61

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Tenth Revised SHEET NO. 16A
CANCELLING PSC NO. 2
Ninth Revised SHEET NO. 16A

CLASSIFICATION OF SERVICE
Schedule 16 – Street Lighting Service

	Type Light	Watts	Approx. Lumens	Avg. Monthly Kwh		Rates per month
	Available for New Installations after November 2014					
R	LED NEMA Head	60	5,200	21	.7	$ 8.56
R	LED Mid Output	108	9,500	37	1.2	$10.86
R	LED High Output	135	11,000	46	1.5	$13.28

UNDERGROUND SERVICE WITH NON-STANDARD POLE

I For service to governmental entities and street lighting districts with underground service on aluminum or fiberglass poles, an additional charge of $7.33 per pole will be added to the standard charges for street lighting.

OVERHEAD SERVICE TO STREET LIGHTING DISTRICTS SERVED PURSUANT TO KRS 179.470

I For service to street lighting districts utilizing standard overhead facilities, an additional charge of $3.07 per pole will be added to the standard charges for street lighting.

CONDITIONS OF SERVICE – DECORATIVE UNDERGROUND

Area lighting will be installed using underground service, with lights in each individual subdivision or lighting district having an average accessible service circuit of seventy-five (75) feet (i.e., distance from existing source of secondary electric service to light equals 75 feet average). For light locations in excess of seventy-five (75) feet average, or services requiring conductor sizes greater than the standard #12-2 AZ conductor, customer shall be required to pay these costs in advance of receiving service.

	Type Light	Watts	Approx. Lumens	Avg.Monthly Kwh	Rates per month
	Not Available for New Installations after April 1, 2011:				
I	High Pressure Sodium Fixture, with White Acorn Style Globe installed on decorative pole	70	6,300	30	$14.89
I	High Pressure Sodium Fixture, with Lantern Style Globe installed on decorative pole	70	6,300	30	$14.89
R	Two High Pressure Sodium Fixtures, with Either Acorn or Lantern Style Globes installed on a decorative pole with scroll cross arm	140	12,600	60	$24.49

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Seventh Revised SHEET NO. 16B
CANCELLING PSC NO. 2
Sixth Revised SHEET NO. 16B

CLASSIFICATION OF SERVICE
Schedule 16 – Street Lighting Service

Type Light	Watts	Approx. Lumens	Avg. Monthly Kwh	Rates per month
Not Available for New Installations after November 2014:				
High Pressure Sodium Fixture, with White Acorn Style Globe installed on 14ft. Decorative Pole	100	9,500	43	$26.75
Available for New Installations after November 2014:				
LED Fixture with Acorn Style Globe installed on 14 ft. Decorative Pole	40	2,900	14	$23.13

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A

D
D

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 16C

CANCELLING PSC NO. 1

SHEET NO.

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 16 – Street Lighting Service

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

TERMS OF PAYMENT

The above rates are net, the gross rate being five (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

DATE OF ISSUE October 16, 2014
Month / Date / Year

DATE EFFECTIVE November 15, 2014
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
11/15/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

T

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 17-21
CANCELLING PSC NO. 1
Original SHEET NO.

CLASSIFICATION OF SERVICE

FOR FUTURE USE

DATE OF ISSUE September 5, 2017
Month / Date / Year
DATE EFFECTIVE January 1, 2018
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00161 DATED August 31, 2017

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/1/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 22

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE
PREPAY SERVICE RIDER

N

AVAILABILITY:

Rate schedules Residential, All Non-Residential (Single Phase), Private Outdoor Lighting, and Street Lighting Schedules excluding accounts on Budget Billing, Automatic Bank Draft, Net Metering, Medical Priority and Yard or Street light only within the territory served by Kenergy Corp.

TERMS & CONDITIONS:

Members who qualify as defined above in "Availability" may choose to voluntarily enroll their electric account(s) in the Prepay service and are subject to the following:

1) Each member electing Prepay will be subject to all other applicable rates, rules and regulations which apply to members using the Residential , All Non-Residential (Single Phase), Private Outdoor Lighting and Street Lighting Schedules, without the Prepay rider.

2) All charges for kilowatt-hour (energy usage) times the rates in the applicable rate schedule will be applied on a daily basis. Flat monthly Customer Charges, Lighting, Operation Roundup© and any Contract Minimums will be prorated and applied on a daily basis by dividing those charges by 30.4, including all applicable taxes and fees.

3) The Fuel Adjustment, Environmental Surcharge, Member Rate Stability Mechanism, and Non-FAC Purchased Power Adjustment riders will be charged or credited to the account daily using the rates in effect at the time of the daily update.

4) Members shall have either Phone, Internet access or the ability to receive electronic communication, including texting services to participate in the voluntary Prepay service.

DATE OF ISSUE September 5, 2017
Month / Date / Year

DATE EFFECTIVE January 1, 2018
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00161 DATED August 31, 2017

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/1/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 22A

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE
PREPAY SERVICE RIDER

N

5) Any member choosing to enroll in Prepay shall sign a Prepay Service Agreement ("Agreement").The Agreement shall remain in effect until the member notifies Kenergy Corp., in writing, to cancel the Agreement.

6) Upon written cancellation of the Agreement, the member shall be subject to the conditions of the applicable Schedule, without the Prepay rider. In accordance with Kenergy Corp. current Rules and Regulations, this may require a security deposit to be paid by the member at the time of cancellation of the Prepay service.

7) The Prepay account will not be subject to deposits, late fees, disconnect fees, and reconnect fees.

8) At the time Prepay is activated for an account, the initial purchase is a minimum of $100.00. If the account is a large single phase commercial member, a larger initial purchase will be required based on historical usage. Purchases beyond the point of activation will be at an increment of the member's choosing, with a minimum purchase being $25.00. Members may apply funds to their prepay account(s) by most methods as post pay and include the following: credit card, debit card, check and cash. Payment can be made via the website, phone and in person at one of Kenergy Corp. offices. Payment methods are listed on the Kenergy Corp. website, www.Kenergycorp.com.

9) When an existing member selects to participate in Prepay and has a security deposit on file, the deposit and any accumulated interest will not be refunded. The deposit will be converted into a credit on the Prepay account going forward. No crediting of the deposit to the Prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s).

DATE OF ISSUE September 5, 2017
Month / Date / Year

DATE EFFECTIVE January 1, 2018
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00161 DATED August 31, 2017

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/1/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 22B

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE
PREPAY SERVICE RIDER

N

10) If a member who has not participated in Prepay is disconnected for non-payment, the member may request to be reconnected and enrolled in Prepay. If the member is unable to pay the account balance in full for the disconnected account, a payment plan whereby future purchases for Prepay will be split 70/30 until the old debt is retired will be established. Seventy percent (70%) of the payments will be applied to new purchases and thirty percent (30%) will be applied towards retirement of the previous balance minus any applicable deposit.

11) A prior member, who previously received service from Kenergy Corp. and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt) will be required to pay the past due amount prior to establishing prepay service. If the member is unable to pay the account balance in full, a payment plan whereby future purchases for Prepay will be split 70/30 until the old debt is retired will be established. Seventy percent (70%) of the payments will be applied to new purchases and thirty percent (30%) will be applied towards retirement of the previous balance.

12) Once an account is enrolled in Prepay, the account will no longer be eligible for additional payment arrangements.

13) Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting official documents of commitment from the agency providing assistance.

14) When a Prepay account reaches the established threshold, an automated message(s) will be processed and sent to the member and no written notice will be sent by mail.

DATE OF ISSUE September 5, 2017
Month / Date / Year

DATE EFFECTIVE January 1, 2018
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00161 DATED August 31, 2017

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/1/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 22C

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE
PREPAY SERVICE RIDER

N 15) If a payment on a Prepay account is returned for any reason, the account is subject to the service fee as provided in Kenergy Corp. Rules and Regulations.

16) Members presenting a Winter Hardship Reconnect, Certificate of Need or Medical Certificate as provided in 807 KAR 5:006, Sections 14, 15, and 16 will be removed from Prepay and the account will return to the status of a post-pay account.

17) A monthly paper bill will not be mailed to a member who elects to participate in Prepay. The member may view their Prepay account status on the Kenergy Corp. website. Based on the Prepay notification system, the account should not be eligible for past-due status, therefore; a delinquent notice will not be processed or mailed.

18) A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature as the member is responsible for ensuring that the Prepay account is adequately funded. Kenergy Corp. discourages participation in the Prepay program if the member cannot ensure proper funding. Disconnects will not occur over the weekend. If the balance becomes negative over a weekend, service will continue until the following Monday. If the following Monday is a holiday, the service will be disconnected at the following normal work day. If the account balance becomes negative on a holiday, service will continue until the following normal work day.

19) If a Prepay account is disconnected due to lack of funds or any other reason, Kenergy Corp. shall be held harmless for any damages due to loss of energy service. Likewise, if the account is disconnected and the member applied funds to the Prepay account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected and holds Kenergy Corp. harmless from any damages arising from such a reconnection.

DATE OF ISSUE September 5, 2017
Month / Date / Year

DATE EFFECTIVE January 1, 2018
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00161 DATED August 31, 2017

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/1/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 22D

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE
PREPAY SERVICE RIDER

N 20) If a request is made to disconnect the service at a Prepay account, any remaining balance will be transferred to other active accounts, if applicable, or refunded in form of check.

21) Should damage occur to the equipment as a result of malice or neglect by the member, the member shall be billed for the replacement cost of the equipment.

22) Members may check the status of a Prepay account by utilizing the Kenergy Corp. website or by calling the office at any time.

23) The member shall pay any fees as applicable per Kenergy Corp. bylaws and Rules and Regulations as approved by the Kentucky Public Service Commission and as may be required for the member to participate in the Prepay electric service program.

DATE OF ISSUE September 5, 2017
Month / Date / Year

DATE EFFECTIVE January 1, 2018
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00161 DATED August 31, 2017

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/1/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 23
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

T Schedule 23 – Renewable Resource Energy Service Rider

APPLICABLE

T In all territory served.

T AVAILABILITY OF SERVICE

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any customer purchasing retail electric service under a rate schedule listed on Sheet No. 23A of this
T rider subject to Kenergy's general rules and regulations on file with the Public Service Commission of Kentucky. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy produced from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass" means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plants, grasses, and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

CONDITIONS OF SERVICE

(1) Renewable Resource Energy service availability is contingent upon the availability from Kenergy's wholesale power supplier of a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a customer.

T (2) Subject to the other requirements of this tariff rider, Kenergy will make Renewable Resource Energy service available to a customer if the customer signs a Renewable Resource Energy service contract in the form attached to this tariff rider agreeing to purchase a specified number of 100 KWH blocks of Renewable Resource Energy per month for a period of not less than one year, and that contract is accepted by Kenergy's
T wholesale power supplier. Kenergy will have the right, but not the obligation, to terminate a Renewable Resource Energy service contract at the request of the customer before the end of the contract term.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Seventh Revised SHEET NO. 23A
CANCELLING PSC NO. 2
Sixth Revised SHEET NO. 23A

CLASSIFICATION OF SERVICE

Schedule 23 – Renewable Resource Energy Service Rider

MONTHLY RATE

(1) The rate for Renewable Resource Energy is the rate schedule applicable to service to a customer, plus a premium per kilowatt hour of Renewable Resource Energy contracted for as follows, subject to any adjustment, surcharge or surcredit that is or may become applicable under the customer's rate schedule:

	A Per Kilowatt Hour Premium Of
R Rate Schedule 1 – Residential	$0.010435
Rate Schedule 3 – All Non-Residential Single Phase	$0.010435
Rate Schedule 5 – Three-Phase Demand (0 - 1,000 Over KW)	$0.010435
Rate Schedule 7 – Three-Phase Demand (1,001 & Over KW)	$0.010435
Rate Schedule 15 – Private Outdoor Lighting	$0.010435
Rate Schedule 16 – Street Lighting Service	$0.010435
Rate Schedule 32 – Dedicated Delivery Point Customers (Class B)	$0.01695
Rate Schedule 33 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) Class C	$0.01695

D

(2) Renewable Resource Energy purchased by a customer in any month will be conclusively presumed to be the first kilowatt hours delivered to that Customer in that month.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 23B
CANCELLING PSC NO. 1
SHEET NO.

T

CLASSIFICATION OF SERVICE

Schedule 23 – Renewable Resource Energy Service Tariff Rider

BILLING

Sales of Renewable Resource Energy are subject to the terms of service and payment of the rate schedule under which Renewable Resource Energy is purchased.

D

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 23C
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

T Schedule 23 – Renewable Resource Energy Service Rider

RENEWABLE ENERGY CONTRACT

SELLER: KENERGY CORP.

CUSTOMER: _____

CUSTOMER ACCOUNT NUMBER: _____

BEGINNING DATE OF RENEWABLE ENERGY SALE: _____, 20____

ENDING DATE OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN ONE YEAR AFTER THE BEGINNING DATE): _____, 20____

N0. OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED: _____

T KENERGY agrees to sell, and CUSTOMER agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with KENERGY'S Renewable Energy Rider, a copy of which CUSTOMER has received from KENERGY. The retail rate premium that will be added to CUSTOMER'S monthly bill for each 100 KWH block of Renewable Energy is $_____, or $_____ in total per billing month based upon the number of blocks of Renewable Energy CUSTOMER will purchase from KENERGY, subject to any changes in KENERGY'S Renewable Energy Rider approved by the Kentucky Public Service Commission from time to time. This Renewable Energy Contract contains the entire agreement of the KENERGY and the CUSTOMER regarding CUSTOMER'S purchase of Renewable Energy from KENERGY, and may not be amended except in writing, signed by KENERGY and CUSTOMER.

AGREED BY KENERGY:

KENERGY CORP.

BY: _____

ITS: _____

DATE: _____, 20___

AGREED BY CUSTOMER:

BY: _____

DATE: _____, 20___

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Seventh Revised SHEET NO. 23D
CANCELLING PSC NO. 2
Sixth Revised SHEET NO. 23D

CLASSIFICATION OF SERVICE
Schedule 23 – Renewable Resource Energy Service Rider

DETERMINATION OF KWH ADDER

		Non-Dedicated Delivery Points Rate Schedules 1-7 & 15-16	Direct Served Large Industrials Schedules 34, 34A, 35 and 41
	Charge from Wholesale Electric Supplier for Renewable Energy Purchased	$0.055 per KWH	$0.055 per KWH
I	Less Charge from Wholesale Electric Supplier	$0.045 per KWH	$0.03805 per KWH
R	Subtotal	$0.010 per KWH	$0.01695 per KWH
	1 – Twelve-Month Line Loss of 4.1690% =	.958310	N/A No line losses to Kenergy
R	KWH Adder – Renewable Energy Tariff Rider ($0.010/.958310)	$0.010435 per KWH	$0.01695 per KWH

Schedule 1 Twelve Month Actual Line Loss %

	KWH PURCHASED/PAID	KWH BILLED	OFFICE USE	KWH LOSSES
Test Year Ending 11/30/12 (Billed)	1,195,193,072	1,143,004,840	2,361,220	49,827,012

Twelve Month Ratio 4.1690%

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 24
CANCELLING PSC NO. 2
Original SHEET NO. 24-29

CLASSIFICATION OF SERVICE
Schedule 24 - Fuel Adjustment Rider

N APPLICABLE

In all territory served.

FUEL ADJUSTMENT RATE

SECTION 1

BILLINGS TO CUSTOMERS SERVED FROM NON-DEDICATED DELIVERY POINTS

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with customers served from Dedicated Delivery Points.

The fuel adjustment rate applicable to KWH sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$F = \frac{W_FAC - O + U}{P(m) \times L} - F(b)$$

Where;

F = the fuel adjustment rate per KWH for the current month
W_FAC = the fuel adjustment amount charged by Kenergy's wholesale power supplier on the power bill for the second month preceding the month in which F is applied.
P(m) = the KWH purchased in the second month preceding the month in which F is applied.
L = One minus the percent system energy losses equal to the rolling twelve month average not to exceed ten percent (10%).
O = any over recovery amount from the second preceding month.
U = any under recovery amount from the second preceding month.
F(b) = Base fuel adjustment factor of $.00000 per KWH.

DATE OF ISSUE July 31, 2009
Month / Date / Year
DATE EFFECTIVE July 17, 2009
Month / Date / Year
ISSUED BY Sanford Novack
(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00009 DATED December 12, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/17/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 24A
CANCELLING PSC NO. 2
First Revised SHEET NO. 24A

CLASSIFICATION OF SERVICE
Schedule 24 - Fuel Adjustment Rider

SECTION 2

BILLINGS TO CUSTOMERS SERVED FROM DEDICATED DELIVERY POINTS
(NO LINE LOSSES TO KENERGY)

Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to Kenergy by the wholesale power supplier for the customer's dedicated delivery point.

RATE APPLICATION

Section 1 of this rider shall apply to rate schedules (1) Residential Single Phase & Three-Phase, (3) all Non-Residential Single Phase, (5) Three-Phase Demand (Non-Residential) Non-Dedicated Delivery Points (0-1000 KW), (7) Three-Phase Demand Non-Dedicated Delivery Points (1,001 KW & Over), (15) Private
T Outdoor Lighting, (16) Street Lighting Service. Section 2 of this rider shall apply to service to customers when the wholesale rate paid by Kenergy for the load provided to the customer is the Big Rivers Large Industrial Tariff.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 25
CANCELLING PSC NO. 2
Original SHEET NO. 24-29

CLASSIFICATION OF SERVICE
Schedule 25 - Environmental Surcharge Rider

N APPLICABLE

In all territory served.

ENVIRONMENTAL SURCHARGE RATE

SECTION 1

BILLINGS TO CUSTOMERS SERVED FROM NON-DEDICATED DELIVERY POINTS

The environmental surcharge adjustment rate applicable to KWH sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$MESF = \frac{(W_MESF) + O - U}{P(m) \times L} - BESF$$

Where;

MESF = the environmental surcharge adjustment rate per KWH for the current month
W_MESF = the environmental surcharge amount charged by Kenergy's wholesale power supplier on the power bill for the second month preceding the month in which the MESF is applied.
P(m) = the KWH purchased in the second month preceding the month in which the MESF is applied.
L = One minus the percent system energy losses equal to the rolling twelve month average not to exceed ten percent (10%).
O = any over recovery amount from the second preceding month.
U = any under recovery amount from the second preceding month.
BESF = Base Environmental Surcharge Factor of $.00000 per KWH

DATE OF ISSUE July 31, 2009
Month / Date / Year
DATE EFFECTIVE July 17, 2009
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00009 DATED December 12, 2008

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
7/17/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 25A
CANCELLING PSC NO. 2
First Revised SHEET NO. 25A

CLASSIFICATION OF SERVICE
Schedule 25 - Environmental Surcharge Rider

SECTION 2

BILLINGS TO CUSTOMERS SERVED FROM DEDICATED DELIVERY POINTS
(NO LINE LOSSES TO KENERGY)

Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to Kenergy by the wholesale power supplier for the customer's dedicated delivery point.

RATE APPLICATION

Section 1 of this rider shall apply to rate schedules (1) Residential Single Phase & Three-Phase, (3) all Non-Residential Single Phase, (5) Three-Phase Demand (Non-Residential) Non-Dedicated Delivery Points (0-1000 KW), (7) Three-Phase Demand Non-Dedicated Delivery Points (1,001 KW & Over), (15) Private
T Outdoor Lighting, (16) Street Lighting Service. Section 2 of this rider shall apply to service to customers when the wholesale rate paid by Kenergy for the load provided to the customer is the Big Rivers Large Industrial Tariff.

DATE OF ISSUE May 14, 2014
Month / Date / Year
DATE EFFECTIVE February 1, 2014
Month / Date / Year
ISSUED BY Steve Thompson
(Signature of Officer)
TITLE Vice President - Finance
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 26
CANCELLING PSC NO. 2
First Revised SHEET NO. 26

T

CLASSIFICATION OF SERVICE
Schedule 26 – Future Use

D

DATE OF ISSUE Novermber 23, 2016
Month / Date / Year
DATE EFFECTIVE May 20, 2016
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 26 A
CANCELLING PSC NO. 2
Second Revised SHEET NO. 26 A

T

D

CLASSIFICATION OF SERVICE
Schedule 26 – Future Use

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

Second Revised SHEET NO. 27

CANCELLING PSC NO. 2

First Revised SHEET NO. 27

T

CLASSIFICATION OF SERVICE
Schedule 27 – Future Use

D

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 27 A
CANCELLING PSC NO. 2
Second Revised SHEET NO. 27 A

T

CLASSIFICATION OF SERVICE
Schedule 27– Future Use

D

DATE OF ISSUE November 23, 2016
Month / Date / Year
DATE EFFECTIVE May 20, 2016
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 28
CANCELLING PSC NO. 2
Third Revised SHEET NO. 28

CLASSIFICATION OF SERVICE
Schedule 28 - Member Rate Stability Mechanism Rider

APPLICABLE

In all territory served.

MEMBER RATE STABILITY MECHANISM RATE

SECTION 1

BILLINGS TO CUSTOMERS SERVED FROM NON-DEDICATED DELIVERY POINTS

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with customers served from Dedicated Delivery Points.

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted during each month by the following factor applied to each kilowatt-hour sold:

$$MRSM(m) = \frac{W_MRSM - O + U}{P(m) \times L}$$

Where:

MRSM(m) = the monthly member rate stability mechanism rate per KWH for the current month.

W_MRSM = the Member Rate Stability Mechanism amount credited by Kenergy's wholesale power supplier, less the amount ("the wholesale base rate credit") included in the credit for Kenergy's share of the total dollar amount of any base rate increase ("the wholesale base rate increase") awarded by the Commission in Case No. 2013-00199, for all non-dedicated delivery points on the power bill for the second month preceding the month in which the MRSM(m) is applied. T

P(m) = the KWH purchased in the second month preceding the month in which MRSM(m) is applied.

L = One minus the percent system energy losses equal to the rolling twelve month average not to exceed ten percent (10%).

DATE OF ISSUE June 23, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 28 - Member Rate Stability Mechanism Rider

O = any over recovery amount from the second preceding month.
U = any under recovery amount from the second preceding month.

SECTION 2

BILLINGS TO CUSTOMERS SERVED FROM NON-DEDICATED DELIVERY POINTS

Billings computed pursuant to the base rate portion of rate schedules approved by the Commission in Case No. 2013-00385 and to which this section is applicable shall be decreased during each month by 11.37345% ("the MRSM/RER-R or MRSM/RER-B percentage as applicable"); The percentages to be applied when the rates in Case No. 2015-00312 are effective are: Residential -11.11183%; Commercial single phase -11.26530%; Commercial – three phase under 1000kw -11.37345%; Commercial three phase over 1000kw -10.96546%; and unmetered lighting -11.27109%. provided, however, that the MRSM/RER-R and MRSM/RER-B percentages will be applied in full for only those billing months that fall completely within a wholesale billing month for which the wholesale base rate credits offset 100% of the wholesale base rate increases as applicable. The MRSM/RER-R and the MRSM/RER-B percentages will be applied on a prorated bill basis when the billing month extends beyond the last wholesale billing month for which the wholesale base rate credits provide a 100% offset of the applicable wholesale base rate increase. In any month that the wholesale base credits as applicable offset less than 100% of the applicable wholesale base rate increase for that month, the MRSM/RER-R or MRSM/RER-B percentage will be adjusted proportionately based on the ratio of the amount of the wholesale credits and the amount of the wholesale base rate increase. T

SECTION 3

BILLINGS TO CUSTOMERS SERVED FROM DEDICATED DELIVERY POINTS (NO LINE LOSSES TO KENERGY)

Billings computed pursuant to rate schedules or special contracts to which this section if applicable shall be decreased during the month equal to the amount credited to Kenergy by the wholesale power supplier for the customer's dedicated delivery point.

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 28B
CANCELLING PSC NO. 2
Original SHEET NO. 28B

CLASSIFICATION OF SERVICE
Schedule 28 - Member Rate Stability Mechanism Rider

RATE APPLICATION

Sections 1 and 2 of this rider shall apply to rate schedules (1) Residential Single Phase & Three-Phase, (3) all Non-Residential Single Phase, (5) Three-Phase Demand (Non-Residential) Non-Dedicated Delivery Points (0-1,001 KW), (7) Three-Phase Demand Non-Dedicated Delivery Points (1,001 KW & Over), (15) Private Outdoor Lighting, (16) Street Lighting Service. Section 3 of this rider shall apply to rate schedules for service to customers when the wholesale rate paid by Kenergy for the load provided to the customer is the Big Rivers Large Industrial Tariff.

DATE OF ISSUE June 23, 2014
Month / Date / Year
DATE EFFECTIVE February 1, 2014
Month / Date / Year
ISSUED BY Steve Thompson
(Signature of Officer)
TITLE Vice President - Finance
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

First Revised SHEET NO. 29

CANCELLING PSC NO. 2

Original SHEET NO. 29

T

CLASSIFICATION OF SERVICE
Schedule 29 – Future Use

D

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 30
CANCELLING PSC NO. 2
First Revised SHEET NO. 30

Kenergy
Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 30 - Non-FAC Purchased Power Adjustment (PPA) Rider

N APPLICABLE

In all territory served.

NON-FAC PURCHASED POWER ADJUSTMENT RATE

SECTION 1

BILLINGS TO CUSTOMERS SERVED FROM NON-DEDICATED DELIVERY POINTS

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with customers served from Dedicated Delivery Points.

The non-FAC purchased power adjustment rate applicable to KWH sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$PPA = \frac{W_PPA - O + U}{P(m) \times L} - PPA(b)$$

Where;

PPA = the non-FAC purchased power adjustment rate per KWH for the current month
W_PPA = the non-FAC PPA adjustment amount charged by Kenergy's wholesale power supplier on the power bill for the second month preceding the month in which PPA is applied.
P(m) = the KWH purchased in the second month preceding the month in which PPA is applied.
L = One minus the percent system energy losses equal to the rolling twelve month average not to exceed ten percent (10%).
O = any over recovery amount from the second preceding month.
U = any under recovery amount from the second preceding month.
PPA(b) = Base purchased power adjustment factor of $.00000 per KWH.

DATE OF ISSUE December 2, 2011
Month / Date / Year
DATE EFFECTIVE September 1, 2011
Month / Date / Year
ISSUED BY Sanford Novick
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bent Kirtley
EFFECTIVE
9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 30A
CANCELLING PSC NO. 2
Second Revised SHEET NO. 30A

CLASSIFICATION OF SERVICE
Schedule 30 - Non-FAC Purchased Power Adjustment (PPA) Rider

SECTION 2

BILLINGS TO CUSTOMERS SERVED FROM DEDICATED DELIVERY POINTS
(NO LINE LOSSES TO KENERGY)

Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to Kenergy by the wholesale power supplier for the customer's dedicated delivery point.

RATE APPLICATION

Section 1 of this rider shall apply to rate schedules (1) Residential Single Phase & Three-Phase, (3) all Non-Residential Single Phase, (5) Three-Phase Demand (Non-Residential) Non-Dedicated Delivery Points (0-1000 KW), (7) Three-Phase Demand Non-Dedicated Delivery Points (1,001 KW & Over), (15) Private
T Outdoor Lighting, (16) Street Lighting Service. Section 2 of this rider shall apply to rate schedules for service to customers when the wholesale rate paid by Kenergy for the load provided to the customer is the Big Rivers Large Industrial Tariff.

DATE OF ISSUE May 14, 2014
Month / Date / Year
DATE EFFECTIVE February 1, 2014
Month / Date / Year
ISSUED BY Steve Thompson
(Signature of Officer)
TITLE Vice President - Finance
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

First Revised SHEET NO. 31

CANCELLING PSC NO. _____

Original SHEET NO. 31

CLASSIFICATION OF SERVICE
Schedule 31 – Future Use

D

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Sixth Revised SHEET NO. 32
CANCELLING PSC NO. 2
Fifth Revised SHEET NO. 32

CLASSIFICATION OF SERVICE
Schedule 32 – Special Charges

In accordance with 807 KAR 5:006 Section 8, Kenergy will make the following special nonrecurring charges to recover customer-specific costs incurred, which would otherwise result in monetary loss to the utility or increased rates to other customers to whom no benefits accrue from the service provided or action taken. These special charges are calculated on the attached Sheets 32 Exhibit A and 32 Exhibit B and are designed to yield only enough revenue to pay the expenses incurred in rendering the service.

I (a) Turn-on Charge $6.50 (overtime $156.00) – A turn-on charge will be assessed for a seasonal or temporary service.

I (b) Reconnect Charge - $6.50 (overtime $156.00) – A reconnect charge will be assessed to reconnect a service which has been terminated for nonpayment of bills or violation of Kenergy's rules or Kentucky Public Service Commission administrative regulations. This charge will also be assessed when a Kenergy representative makes a trip to the premises of a customer due to service interruption, and the problem is on the customer's part. Customer's qualifying for service reconnection under Section 15 of 807 KAR 5:006 will be exempt from reconnect charges.

I (c) Termination or Field Collection Charge - $6.50 (overtime $156.00) – This charge will be assessed when a Kenergy representative makes a trip to the premises of a customer for the purpose of terminating service. The charge will be assessed if a Kenergy representative actually terminates service or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge may also be made if Kenergy's representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date. Kenergy may make a field collection charge only once in any billing period. Termination of service will occur during normal business hours unless circumstances dictate otherwise, i.e. safety issues, illegal reconnect or meter is inaccessible.

DATE OF ISSUE August 16, 2024
Month / Date / Year
DATE EFFECTIVE August 1, 2024
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023 – 00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 32 – Special Charges

R (e) Meter Test Charge - $74.00 – This charge will be assessed if a customer requests the meter be tested and the test shows the meter is not more than two (2) percent fast. No charge shall be made if the test shows the meter is more than two (2) percent fast.

(f) Returned Check Charge $0.00 – A returned check charge will be assessed if a check accepted for payment of a bill is not honored by the customer's financial institution.

Kenergy shall have the right to refuse to accept checks in payment of an account from any customer who has demonstrated poor credit risk by having two or more checks returned unpaid from a bank for any reason.

Kenergy shall not accept a check to pay for and redeem another check or accept a two-party check for cash or payment of an account.

When a customer has been mailed a notice of termination for non-payment and subsequently presents an insufficient check as payment, the original termination date will remain unchanged. The presentation of an insufficient funds check does not constitute payment of the account.

(g) Late Payment Kenergy Charge – A 5% charge will be assessed if a customer fails to pay a bill for services within (20) days from the date the bill was rendered. The charge will be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional charges shall not be assessed on unpaid charges.

(h) Remote Disconnect/Reconnect Charge - $3.25 – This charge will be assessed when service is terminated by remote switch for non-payment of bills, violation of Kenergy's rules or Kentucky Public Service Commission administrative regulations. Termination of service will occur during normal business hours unless circumstances dictate otherwise, i.e. safety issues, illegal reconnect or meter is inaccessible. This charge will also be assessed when a service is reconnected by remote switch when service has been disconnected for non-payment of bills, violation of Kenergy's rules or Kentucky Public Service Commission administrative regulations. Customers qualifying for service reconnection under Section 15 of 807 KAR 5:006 will be exempt from reconnect charges.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023 – 00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 32B
CANCELLING PSC NO.
First SHEET NO. 32B

CLASSIFICATION OF SERVICE
Schedule 32 – Special Charges

R Remote Special Meter Reading Charge - $3.25 – This charge may be assessed when a customer requests that a meter be read again and the second reading obtained by a Kenergy representative shows the original reading was correct. No charge shall be assessed if the original reading was
D incorrect.

DATE OF ISSUE July 13, 2021
Month / Date / Year
DATE EFFECTIVE June 24, 2021
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00066 DATED June 24, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
EFFECTIVE
6/24/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 32 (Exh. A)
CANCELLING PSC NO. 2
Third Revised SHEET NO. 32 (Exh. A)

CLASSIFICATION OF SERVICE
Schedule 32 – Special Charges

Special Charges:
Non-Worked Hours:

	Hours	Percent
Total Hours	2,080	100.00%
Average Vacation	160	7.69%
Holidays	64	3.08%
Sick Leave Days	72	3.46%
Hours Worked	1,784	85.77%

for every $100 of labor paid, $85.77 is paid for work and $14.23 is paid for non-working hours. The allocation for Office and Service employees is as follows:

		Hourly Rate	Percent	Non-Working Hourly Amount
I	Service Technician	$40.65	14.23%	$5.78
I	Office/Clerical	$30.10	14.23%	$4.28
I	Dispatcher	$36.93	14.23%	$5.26

	Other Costs Based on Regular Labor Worked:		**% of Regular Labor Worked**
	Proforma Ending February 28, 2023		
I	Regular Wages	$ 10,941,677	
R	Health, Life, Disability	$ 1,898,261	17.35%
R	Pension	$ 2,664,169 -	24.35%
I	Payroll Taxes	$ 924,937 -	8.45%
R	Workers Comp.,	$ 148,448 -	1.36%
R			51.51%

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023 – 000276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 32 (Exh. B)
CANCELLING PSC NO. 2
Third Revised SHEET NO. 32 (Exh. B)

CLASSIFICATION OF SERVICE
Schedule 32 – Special Charges

	Return Check Charge		Est. Hours	Per Hour		Amount	
	No. of Hours Worked	0.25					
I	Direct Labor Charge		0.25	$30.10		~~$ 7.52~~	
I	Non-Worked Overhead		0.25	$ 4.28		~~$ 1.07~~	
I	Other Cost Based on Reg. Labor Worked	$30.10	0.25	51.51%		~~$ 3.88~~	
	Bank Charge					$ 0.00	
	Total Charges				Total	~~$ 12.77~~	Use 0.00

Turn-On, Reconnect, Termination, Special Meter Reading, Meter Test

			Per Hour	Turn-On, Reconnect, Termination	Meter Reading	Overtime	Meter Tests
	Service Technician:						
	No. of Hours			0.5	0.5	2	1
I	Direct Labor Charge		$40.65	~~$20.33~~	~~$20.33~~	$121.95[1]	$40.65
I	Non-Worked Overhead		$ 5.78	~~$ 2.89~~	~~$ 2.89~~	N/A	$ 5.78
I	Other Cost Based on Reg. Labor Worked		51.51%	~~$10.46~~	~~$10.46~~	$20.90[2]	$20.94
			Per Mile				
I	Mileage	10	$ 0.655	$ 6.55	$ 6.55		$ 6.55
I		20	$ 0.655			$13.1	
	Office Clerical:						
	No. of Hours			0.25	0.25	0.25	0.25
I	Direct Labor Charge		$30.10	~~$ 7.53~~	~~$ 7.53~~	~~$ 7.53~~	~~$ 7.53~~
I	Non-Worked Overhead		$ 4.28	~~$ 1.07~~	~~$ 1.07~~	~~$ 1.07~~	~~$ 1.07~~
I	Other Cost Based on Reg. Labor Worked		51.51%	~~$ 3.87~~	~~$ 3..87~~	~~$ 3.87~~	~~$ 3.87~~
	Total			**$ 6.55**	**$ 6.55**	**$155.95**	**$ 73.92**
I/I/I/R	Charge			**$ 6.50**	**$ 6.50**	**$156.00**	**$ 74.00**

I [1] 2 hrs. X $40.65 x 1.5
I [2] 2 hrs. X 40.65 x 25.71% (24.35% + 1.36%)

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 32 (Exh. C)
CANCELLING PSC NO. 2
Second Revised SHEET NO. 32 (Exh. C)

Kenergy
Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 32 – Special Charges

Remote Disconnect/Reconnect/Meter Reading

		Per Hour	No. of Hours	Amount
	Dispatcher:			
			0.25	
I	Direct Labor Charge	$36.93		~~$ 9.23~~
I	(1) Non-Worked Overhead	$ 5.26		~~$ 1.32~~
I	(1) Other Cost Based on Reg. Labor Worked	51.51%		~~$ 4.76~~
	Office Clerical:			
			0.25	
I	Direct Labor Charge	$30.10		~~$ 7.53~~
I	(1) Non-Worked Overhead	$ 4.28		~~$ 1.07~~
I	(1) Other Cost Based on Reg. Labor Worked	51.51%		~~$ 3.87~~
	(2) Amortization of Remote Switch Costs			$ 3.25
			Total	$ 3.25
			Use	$ 3.25

(1) See Tariff Sheet 32, Exhibit A.
(2) Cost of switch confidential per contract with vendor.

DATE OF ISSUE August 16, 2024
Month / Date / Year
DATE EFFECTIVE August 1, 2024
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 33
CANCELLING PSC NO. 2
Second Revised SHEET NO. 33

CLASSIFICATION OF SERVICE

Schedule 33 – Smelter Customers Served Under Special Contracts - Class A

The Kenergy Corp. Smelter Tariffs for service to (i) Alcan Primary Products Corporation, shall consist of the Retail Electric Service Agreement, dated as of July 1, 2009 between Kenergy Corp. and Alcan Primary Products Corporation and (ii) Century Aluminum of Kentucky General Partnership shall consist of the Retail Electric Service Agreement, dated as of July 1, 2009, between Kenergy Corp. and Century Aluminum of Kentucky General Partnership. Such agreements are hereby incorporated by reference as though fully set out herein. Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership shall each respectively be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said agreements, including the applicable retail fee.

T Power delivery under this Tariff ended on August 19, 2013, for Century Aluminum of Kentucky General Partnership, and on January 31, 2014, for Century Aluminum Sebree, LLC, successor to Alcan Primary Products Corporation. However, this Tariff remains for any post-termination contractual obligations owing to Kenergy Corp. by Century Aluminum of Kentucky General Partnership or Century Aluminum Sebree, LLC, or by Century Aluminum Company under the July 1, 2009, Guarantee (Hawesville), and the June 1, 2013, Guarantee (Sebree).

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 33A
CANCELLING PSC NO. 2
Original SHEET NO. 33A

CLASSIFICATION OF SERVICE

Schedule 33A – Smelter Customers Served Under Special Contracts - Class A

T The Kenergy Corp. Smelter Tariffs for service to Century Aluminum of Kentucky General Partnership shall consist of the following contracts between Kenergy Corp. and Century Aluminum of Kentucky General Partnership, all dated as of August 19, 2013:

i. The Electric Service Agreement;
ii. The Parent Guarantee;
iii. The Tax Indemnity Agreement; and
iv. The Capacitor Addition and Protective Relay Agreement Guarantee.

Also, the Load Curtailment Agreement dated January 21, 2014.

Such agreements are hereby incorporated by reference as though fully set out herein. As of August 20, 2013, Century Aluminum of Kentucky General Partnership shall be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said agreements, including the applicable retail fee.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 33B

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE

Schedule 33B – Smelter Customers Served Under Special Contracts - Class A

The Kenergy Corp. Smelter Tariffs for service to Century Aluminum Sebree, LLC shall consist of the following contracts between Kenergy Corp. and Century Sebree, LLC, all dated as of January 31, 2014:

i. The Electric Service Agreement;
ii. The Parent Guarantee;
iii. The Tax Indemnity Agreement;
iv. The Capacitor Addition and Protective Relay Agreement Guarantee; and
v. The Load Curtailment Agreement

Such agreements are hereby incorporated by reference as though fully set out herein. As of February 1, 2014, Century Aluminum Sebree, LLC shall be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said agreements, including the applicable retail fee.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Ninth Revised SHEET NO. 34
CANCELLING PSC NO. 2
Eight Revised SHEET NO. 34

CLASSIFICATION OF SERVICE

Schedule 34 – Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) – (Class B)

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
T To existing members, Aleris and Kimberly Clark, and new members executing special contracts approved by the Kentucky Public Service Commission for load requirements exceeding 30,000 KW billing demand.

RATE:

Customer Charge.....$1,028 per month
Plus Demand Charge of:
per KW of Billing Demand in Month.....$10.715
Plus Energy Charge of:
per KWH.....$0.038216

ADJUSTMENT CLAUSES:
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 – 23D
Fuel Adjustment Rider	Sheets No. 24 – 24A
Environmental Surcharge Rider	Sheets No. 25 – 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 – 28A
Price Curtailable Service Rider	Sheets No. 42 – 42C
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 – 30A

AGREEMENT
T An "agreement for purchase of power" shall be signed by any new member prior to service under the rate.

TAXES AND FEES
School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE
The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105

DATE OF ISSUE November 23, 2016
Month / Date / Year
DATE EFFECTIVE January 1, 2017
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and 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
1/1/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Eight Revised SHEET NO. 34A

CANCELLING PSC NO. 2

Seventh Revised SHEET NO. 34A

CLASSIFICATION OF SERVICE

Schedule 34 – Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) – Class B With Self-Generation

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
T To existing member Domtar, and new members executing special contracts approved by the Kentucky Public Service Commission for load requirements exceeding 30,000 KW billing demand including KWH consumed at site.

RATE: Rates

Customer Charge.....$1,028 per month
Plus:
Demand Charge of:
per KW of Firm Billing Demand in Month..... .$10.715
Plus:
Energy Charge of:
per KWH.....$0.038216

NOTE: Charges for backup and replacement power are billed per contract, which includes a $0.000166 retail adder per KWH Consumed At Site.

ADJUSTMENT CLAUSES:
The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 – 23D
Fuel Adjustment Rider	Sheets No. 24 – 24A
Environmental Surcharge Rider	Sheets No. 25 – 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 – 28A
Price Curtailable Service Rider	Sheets No. 42 – 42C
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 – 30A

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE January 1, 2017
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and 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
1/1/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 34 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) – Class B With Self-Generation

AGREEMENT

An "agreement for purchase of power" shall be signed by any new customer prior to service under the rate.

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR	ALL TERRITORY SERVED		
	Community, Town or City		
PSC No.	2		
Second Revised	SHEET NO.	34C	
		(Page 1 of 7)	
CANCELLING PSC NO.	2		
First Revised	SHEET NO.	34C	

Henderson, Kentucky

CLASSIFICATION OF SERVICE

SCHEDULE 34C – Standby Service

Applicable:

In all territory served by Kenergy Corp.

Availability:

This schedule is available to any large industrial customer of Kenergy Corp. having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes, who requests
[T] Supplemental, Maintenance or Backup Power Service, and who has or enters into a special contract with
[T] Kenergy Corp. for the provision of electric service (the "Standby Customer").

Term:

This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.

Definitions:

[T] Supplemental Power Service — a service that provides transmission capacity to the Standby Customer as well as the energy and capacity requirements for use by the Standby Customer's facility in addition to the electric power that the Standby Customer ordinarily generates with its own on-site generation.

[N] Maintenance Power Service – a service that provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during Scheduled Outages to replace energy that would have ordinarily been generated by the Standby Customer's own on-site generation.

[T] Backup Power Service — a service that provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during Unscheduled Outages to replace energy that would have ordinarily been generated by the Standby Customer's own on-site generation.

DATE OF ISSUE March 7, 2025
Month / Date / Year

DATE EFFECTIVE March 1, 2025
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00312 DATED February 24, 2025

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

CLASSIFICATION OF SERVICE

SCHEDULE 34C – Standby Service

[T] Self-Supply Capacity – the amount of capacity set forth in a Standby Customer's special contract, not to exceed the capability of the Standby Customer's own on-site generation. Self-Supply Capacity shall be based on the historical performance of the Standby Customer's own on-site generation when the generation was online, and may vary on a seasonal basis. If the Standby Customer does not have a special contract that defines the amount of capacity to be used for Self-Supply Capacity, Self-Supply Capacity shall be the 12-month rolling average of the metered output of the Standby Customer's generating unit(s) when online. A one-month lag will be implemented at the end of each such 12-month period.

[N] Generator Outage Rate – the ratio of the total weighted number of hours the Standby Customer's own on-site generating unit(s) experienced an Unscheduled Outage in the prior rolling 12-month period, excluding Scheduled Outages, divided by the product of the total number of hours in the prior rolling 12-month period and the average Self-Supply Capacity over that period. The weighted number of hours the Standby Customer's own on-site generating unit(s) experienced an Unscheduled Outage shall be determined for each hour in which an Unscheduled Outage occurred as follows: in each such hour, it is the total of the difference between the Self-Supply Capacity and the metered output of the generating unit(s) divided by the Self-Supply Capacity. For example, in an Unscheduled Outage hour in which the outage is equal to 100% of the Self-Supply Capacity, this would result in a weighted hour equal to 1.0 for that outage hour. In an Unscheduled Outage hour in which the generator output was 50% of the Self-Supply Capacity, the weighting would be 0.5 for that outage hour. A one-month lag will be implemented at the end of each such 12-month period.

Monthly Standby Reservation Rate – the demand rate under Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff multiplied the Standby Customer's Generator Outage Rate.

Scheduled Outage – any complete scheduled outage of the Standby Customer's own on-site generation complying with the notice requirements for Maintenance Power Service.

Unscheduled Outage – any reduction in the metered output of the Standby Customer's own on-site generation below the Self-Supply Capacity that is not a Scheduled Outage. However, it shall not be considered to be an Unscheduled Outage if the Standby Customer voluntarily reduces the output of its generator equivalent to any load reduction, provided that in such case, the Standby Customer notifies Big Rivers within one week after the close of the billing month that any such reduction in generation has occurred during the billing month.

DATE OF ISSUE March 7, 2025
Month / Date / Year

DATE EFFECTIVE March 1, 2025
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00312 DATED February 24, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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

Henderson, Kentucky

CLASSIFICATION OF SERVICE
SCHEDULE 34C – Standby Service

Billing:

[T] The provisions of the Standby Customer's special contract with Kenergy and Kenergy's tariff schedules applicable to service to Standby Customer and all applicable adjustment clauses and riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise.

Kenergy Corp. shall bill each Standby Customer in accordance with the billing and payment terms set forth in the Billing section of the applicable tariff schedule or the special contract between Kenergy and the Standby Customer.

[N] **A. Monthly Standby Reservation Charge**

The Monthly Standby Reservation Charge shall be the Monthly Standby Reservation Rate multiplied by the Self-Supply Capacity.

B. Energy Charges

All energy usage under this tariff shall be billed under the terms and charges of Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff schedule.

[T] Retail adder: A retail adder of $0.000166 per KWH shall apply to all KWH consumed at the site, including but not limited to Maintenance Power energy and Backup Power energy consumed by the Standby Customer.

C. Supplemental Power Service

Requirements

[T] 1. The level of demand for Supplemental Power Service shall be the Standby Customer's maximum integrated metered thirty-minute non-coincident peak demand based on the metered power supplied by Big Rivers for the month less any Maintenance Power Service and/or Back-up Power Service that occurs during such thirty-minute period.

[D]

DATE OF ISSUE March 7, 2025
Month / Date / Year

DATE EFFECTIVE March 1, 2025
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00312 DATED February 24, 2025

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)

Henderson, Kentucky

CLASSIFICATION OF SERVICE
SCHEDULE 34C – Standby Service

Billing

[D]
[T] 1. Customer and Demand Charges: All Supplemental Power demand shall be billed under the terms and charges of the Standby Customer's special contract with Kenergy and Kenergy's tariff schedules applicable to service to the Standby Customer.

[N] **D. Maintenance Power Service**

Requirements

1. The Standby Customer's Maintenance Power requirements for each generating unit must be submitted to Big Rivers at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, Big Rivers shall respond to the Standby Customer either approving the Maintenance Power schedule or requesting that the Standby Customer reschedule those Maintenance Power requirements. If Big Rivers does not respond, the Standby Customer's Maintenance Power schedule shall be deemed approved.
2. For each generating unit, the Standby Customer may elect Maintenance Power Service for up to sixty (60) days in any twelve-month period, with no more than two (2) days consecutively during MISO's summer and winter seasons and with any scheduled outage during MISO's summer or winter season during MISO off-peak periods only. Maintenance outages should be scheduled during MISO off-peak times of the year when possible.
3. The Standby Customer may request an adjustment to the previously agreed-upon Maintenance Power schedule up to three weeks prior to the scheduled maintenance dates. The adjusted dates must be within one (1) week of the previously scheduled dates and result in a scheduled outage of the same seasonal and diurnal characteristics as the previously scheduled outage. Big Rivers shall respond to the Standby Customer's request for an adjustment within one (1) week of that request either approving or rejecting the adjusted schedule. If Big Rivers does not respond, the Standby Customer's proposed adjusted schedule shall be deemed approved.
4. Big Rivers may cancel a scheduled Maintenance Power period, with reason, at any time with at least seven (7) days' notice to the Standby Customer prior to the beginning of a scheduled maintenance outage but only if safety, emergency, or reliability conditions on Big Rivers' or MISO's electrical system warrant such a cancellation. Any scheduled Maintenance Power period cancelled by Big Rivers shall be rescheduled subject to the mutual agreement of Big Rivers and the Standby Customer.

DATE OF ISSUE March 7, 2025
Month / Date / Year

DATE EFFECTIVE March 1, 2025
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00312 DATED February 24, 2025

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

CLASSIFICATION OF SERVICE
SCHEDULE 34C – Standby Service

[N]

5. In the event that the Standby Customer fails to meet the notice requirements in this paragraph for an outage, then the rates for Backup Power Service shall apply to the outage.
6. Big Rivers and the Standby Customer may mutually agree to waive any limitation in this Requirements section.

Billing

1. Demand Charges: A demand charge will be applied for each day Maintenance Power Service is provided. All Maintenance Power demand shall be billed at forty percent (40%) of Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff rate, prorated based on the number of days in the month. The level of demand that will be billed as Maintenance Power Service for a day shall be the maximum hourly difference for that day (for all hours in which a Scheduled Outage occurs) between the Self-Supply Capacity and the metered output of the Standby Customer's generator. The demand charge for Maintenance Power Service on any day in which a Scheduled Outage occurs shall not be less than zero.

E. Backup Power Service

Requirements

[T]

1. The Standby Customer shall notify Big Rivers by telephone within one (1) hour of the beginning and end of any Unscheduled Outage. Within one week after the close of the billing month, the Standby Customer shall supply written notice to Big Rivers of the dates and times of any Unscheduled Outage in the prior month.

Billing

1. Demand Charges: A demand charge will be applied for each day Backup Power Service is provided. All Backup Power demand shall be billed at the Big Rivers Standard Rate LIC tariff rate minus the Monthly Standby Reservation Rate, prorated based on the number of days in the month. The level of demand that will be billed as Backup Power Service for a day shall be the maximum hourly difference for that day (for all hours in which an Unscheduled Outage occurs) between the Self-Supply Capacity and the metered output of the Standby Customer's generator. The demand charge for Backup Power Service on any day in which an Unscheduled Outage occurs shall not be less than zero.

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

CLASSIFICATION OF SERVICE

SCHEDULE 34C – Standby Service

[D]

Terms and Conditions:

1. The Standby Customer shall be subject to all adders, riders, terms and conditions, and other provisions of any applicable special contract or schedule of Kenergy Corp.'s tariff under which the Standby Customer takes service. **[D]**
2. Standby Customer shall be required to adhere to Big Rivers' requirements and procedures for interconnection.
3. Prior to the first day of each month, the Standby Customer shall provide a good faith schedule of its generation for that month. The Standby Customer shall make good faith efforts to update that schedule for changes during the month. The Standby Customer shall not be penalized for inaccuracies in its schedules or updates. **[N]**
4. The Standby Customer shall be required to allow Big Rivers to meter Standby Customer's generation, and to provide access for Big Rivers to install, operate and maintain the metering equipment, which shall remain the property of Big Rivers.
5. The Standby Customer shall be required to pay the cost of any new or additional facilities necessary for Big Rivers to provide service under the provisions of this schedule. **[T]**
6. Kenergy Corp. may enter into special agreements with Big Rivers and Standby Customers, jointly, that may deviate from the provisions of this schedule. Such agreements shall address those significant characteristics of service and cost that would influence the need for such an agreement **[N]**
7. The Standby Customer shall take reasonable measures not to transmit energy to Big Rivers or to Kenergy Corp. Neither Big Rivers nor Kenergy Corp. shall pay for any energy transmitted by the Standby Customer. **[T]**
8. The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Big Rivers' and Kenergy Corp.'s generally applicable rules, terms, or conditions currently in effect, as filed with the Kentucky Public Service Commission.
9. Standby Customer shall provide reasonable protection for Big Rivers' and Kenergy Corp.'s systems against any adverse impact of the Standby Customer's generation. **[T]**
10. Standby Customer shall design, construct, install, own, operate, and maintain its generation equipment in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.

DATE OF ISSUE March 7, 2025
Month / Date / Year

DATE EFFECTIVE March 1, 2025
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00312 DATED February 24, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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

CLASSIFICATION OF SERVICE

SCHEDULE 34C – Standby Service

[T] 11. Standby Customer shall maintain 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

[D] 12. The Standby Customer shall pay for all interconnection costs required because of the Standby
[T] Customer's generator(s).

13. During system emergencies, Big Rivers may discontinue sales to the Standby Customer provided that
[T] any such discontinuation is implemented in accordance with the Special Rules Terms and Conditions of
[T] Big Rivers' tariff and applicable law.

DATE OF ISSUE March 7, 2025
Month / Date / Year

DATE EFFECTIVE March 1, 2025
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00312 DATED February 24, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Ninth Revised SHEET NO. 35
CANCELLING PSC NO. 2
Eight Revised SHEET NO. 35

CLASSIFICATION OF SERVICE

Schedule 35 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) - (Class C)

APPLICABLE
In all territory served.

AVAILABILITY OF SERVICE
T This rate shall apply to existing large members where service is provided through a dedicated delivery point TT connected to the transmission system of Big Rivers or other accessible system classified as Class C member, or new members executing special contracts approved by the Kentucky Public Service Commission for load levels below 30,000 KW billing demand.

TYPE OF SERVICE
The electric service furnished under this schedule will be three-phase sixty cycle, alternating current at available nominal voltage.

RATE

Customer Charge per Delivery Point	$100.00 per month
Plus:	
Demand Charge per KW of Billing Demand in Month	$ 10.715
Plus:	
Energy Charges:	
Per KWH	$ 0.041050
Facilities Charge	1.15%

(times assigned dollars of Kenergy investment for facilities per month-see Sheet No.35B)

DETERMINATION OF BILLING DEMAND
T The Billing Demand in kilowatts shall be the higher of: a) The member's maximum integrated thirty-minute demand at such delivery point during each billing month, determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes; or b) the Contract Demand.

POWER FACTOR ADJUSTMENT
T The member agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus that shall result, during normal operation, in a power factor not lower than 90%. At Kenergy's option, in
T lieu of the members providing the above corrective equipment when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE January 1, 2017
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and 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
1/1/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 35A
CANCELLING PSC NO. 2
Third Revised SHEET NO. 35A

CLASSIFICATION OF SERVICE
Schedule 35 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) - (Class C)

Max. Measured KW x 90%
Power Factor (%)

The power factor shall be measured at time of maximum load.

METERING

Electrical usage will be metered at the transmission voltage supplied or at the customer's secondary voltage with a 1.% adder to the metered KWH to account for transformer losses, as determined by Kenergy.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
D Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
Price Curtailable Service Rider	Sheets No. 42 - 42C
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A

AGREEMENT

An "agreement for purchase of power" shall be signed by any new customer prior to service under the rate.

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews

EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

Third Revised SHEET NO. 35B

CANCELLING PSC NO. 2

Second Revised SHEET NO. 35B

CLASSIFICATION OF SERVICE

Schedule 35 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) - (Class C)

DETERMINATION OF FACILITIES CHARGE RATE

	Line No.	Item		Rate Calculation
R	1	Distribution O & M Expense (Sub, Primary, Transf. & Sec.)		$ 9,866,233
I	2	Distribution Plant @ Year End (Sub, Primary, Transf. &Sec.)		÷ $ 257,203,800
R	3	Dist. Exp. Cost Factor (Line 1/Line 2)		3.84%
	4			
I	5	Test Year A & G Acct. Expense		$ 3,692,271
R	6	Test Year O & M Expense Excluding A & G		÷ $ 15,483,314
I	7	Line 5/6		23.85%
R	8	Dist. Expense Carrying Cost Factor (Ln 4)		x 3.84%
R	9	A & G Cost Factor (Ln 9 x Ln 10)		0.91%
	10			
N	11	Property Tax:		
N	12	Property Tax		$ 1,826,623
N	13	Total Utility Plant		$ 295,835,700
	14	Property Tax Factor:		.62%
	15			
	16	Cost of Capital	3.96%	
	17	Distribution Plant Depreciation Rate	@3.89%	
	18	Amortization Factor	=	6.27%
	19	Replacement Cost Factor	x	1.260
	20	Capital Recovery Factor		7.90%
	21			
	22	General Plant Factor:		
	23	General Plant @ Year End		$ 25,704,361
	24	Net General Plant @ Year End		$ 13,629,594
	25	General Plant Less Transportation @ Year End		$ 17,220,228
	26	General Plant Depreciation Rate	3.98%	$ 685,365
	27	Property Tax	0.62%	$ 158,710
	28	Cost of Capital	3.96%	$ 539,732
	29	General Plant Fixed Charges		$ 1,383,807
	30	Total Utility Plant		$ 295,835,700
	31	Percent of TUP – General Plant Factor (Ln 31 ÷ Ln 33)		0.47%

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 35C
CANCELLING PSC NO. 2
SHEET NO. 35C

CLASSIFICATION OF SERVICE

Schedule 35 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) - (Class C)

	32	SUMMARY:		
R	33	O & M Factor		3.84%
R	34	A & G Factor		0.91%
N	35	Property Tax Factor		0.62%
R	36	Capital Recovery Factor		7.89%
R	37	General Plant Factor		0.47%
R	38	Total Annual Carrying Cost		13.74%
R	39	PSC Assessment	÷	0.998099
R	40	Adjusted Annual Carrying Cost		13.76%
	41		÷	12
R	42	Monthly Fixed Charge Rate Charge		1.15%

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 36 - 40
CANCELLING PSC NO. 2
First Revised SHEET NO. 36 - 40

CLASSIFICATION OF SERVICE

FOR FUTURE USE

DATE OF ISSUE December 2, 2011
Month / Date / Year
DATE EFFECTIVE September 1, 2011
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Second Revised SHEET NO. 41

CANCELLING PSC NO. 2

First Revised SHEET NO. 41

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41- Large Industrial Members Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N

AVAILABILITY

This rate shall apply to those power requirements of any large member with loads subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation (Sheets 30.01 – 30.06). This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.

CONDITIONS OF SERVICE

Service hereunder shall be subject to the following conditions

1. The member must execute a written contract for electric service, or amend an existing contract; and
2. The member's service characteristics must qualify all or some portion of the member's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and
3. It shall be the responsibility of the member to coordinate through Kenergy Corp. or its authorized agent all transactions that Kenergy Corp. must make on behalf of the member pursuant to the Big Rivers Large Industrial Customer Expansion Tariff.

MONTHLY RATE

A. Wholesale Power Cost:
An amount equal to all the monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rate for wholesale electric service (including transmission service) hereunder.

B. Retail Adders:
Retail Adders shall be determined on a case-by-case basis for that portion of each member's load served under this tariff.
School Taxes added to bill if applicable.
Kentucky Sales Taxes added to bill if applicable.

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41- Large Industrial Members Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N

BIG RIVERS STANDARD RATE – LICX – LARGE INDUSTRIAL CUSTOMER EXPANSION

Applicable:

In all territory served by Big Rivers' transmission system.

Availability

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as follows:

(1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 17, 2020, including New Customers with a QF as defined in Rate Schedule QFP, that either initially contracts for fifty (50) MWs or more of capacity or whose aggregate peak load at any time amounts to fifty (50) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.

(2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:

(i) the customer was in existence and served under the then-effective Big Rivers Rate Schedule LIC any time during the Base Year and,
(ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least fifty (50) MWs greater than the customer's Base Year peak demand.

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41 – Large Industrial Customers Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N

BIG RIVERS STANDARD RATE – LICX – LARGE INDUSTRIAL CUSTOMER EXPANSION - (continued)

Availability (continued)

(3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:

(i) the customer's load was in existence and served under the then-effective Big Rivers Rate Schedule RDS;
(ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least fifty (50) MWs greater than the customer's Base Year peak demand; and
(iii) the customer requires service through a dedicated delivery point.

For all loads meeting the availability criteria above, no other Big Rivers tariff rate will be available. To receive service hereunder, the Member Cooperative must:

(1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.

(2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41 – Large Industrial Customers Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N

BIG RIVERS STANDARD RATE – LICX – LARGE INDUSTRIAL CUSTOMER EXPANSION - (continued)

Rates and Charges:

Each month, each Member Cooperative shall be required to pay separately for each of its customers taking service under this tariff, in each case using that individual customer's contract demand (if any) or metered demand, as applicable.

For all delivery points served under this tariff, the Member Cooperative shall negotiate a "Special Contract Rate" with Big Rivers on a case-by-case basis. The Special Contract Rate shall provide a net benefit to the existing load served by the Member Cooperatives, and may consist of one or more of the following:

(1) the Standard Rate – LIC – Large Industrial Customer rate,
(2) market-based rates,
(3) fixed rates,
(4) time-of-use rates, or
(5) other negotiated rate.

For example, a Special Contract Rate based on market prices could consist of the sum of the following:

(1) Expansion Demand and Expansion Energy Rates:
The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including –
(i) capacity and energy charges, charges to compensate for transmission losses on Third Party transmission systems,
(ii) all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system, and
(ii) all MISO expenses and costs.

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41 – Large Industrial Customers Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N

BIG RIVERS STANDARD RATE – LICX – LARGE INDUSTRIAL CUSTOMER EXPANSION - (continued)

Rates and Charges (continued):

(2) Expansion Demand Transmission Rate:
Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers Transmission System according to the rates in the OATT applied to each kW taken as Expansion Demand.

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:
Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT -
(i) Scheduling System Control and Dispatch;
(ii) Reactive Supply and Voltage Control from Generation Sources Services;
(iii) Regulation and Frequency Response Service;
(iv) Energy Imbalance Service;
(v) Operating Reserve – Spinning Reserve Service; and
(vi) Operating Reserve – Supplemental Reserve Service.

(4) Big Rivers Adder:
In addition to the charges contained in Items (1), (2), and (3) of this Rates and Charges section, Big Rivers shall charge an adder determined on a case by case basis.

Metering:

Big Rivers shall provide an appropriate meter to all delivery points of Large Industrial Customer delivery point customers served under this rate schedule.

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41 – Large Industrial Customers Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N **BIG RIVERS STANDARD RATE – LICX – LARGE INDUSTRIAL CUSTOMER EXPANSION - (continued)**

Definitions:

Please see Section 4 of Big Rivers' tariff for definitions common to all Big Rivers' tariffs.

Definitions specific to this rate schedule are:

(1) "Base Year" shall mean the twelve (12) calendar months from _____ 2018 through _____ 2019.

(2) "Existing Customer" shall mean any customer of a Member Cooperative served as of _____, 2019.

(3) "New Customer" shall mean any customer of a Member Cooperative commencing service on or after _____, 2019.

(4) "Special Contract Rate" shall mean a rate negotiated with a Member Cooperative to serve the load requirements of a New Customer or an Existing Customer.

(5) "Expansion Demand" and "Expansion Energy" for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT.

(6) "Expansion Demand" for the expanded local requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT. In those months in which there is Expansion Demand, "Expansion Energy" shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT.

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 41F

CANCELLING PSC NO. 2

SHEET NO.

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 41 – Large Industrial Customers Served Under Special Contract for All Loads Subject to the Big Rivers Large Industrial Customer Expansion Rate

N

STANDARD RATE – LICX – Large Industrial Customer Expansion
Billing Form

KENERGY CORP. INVOICE P. O. BOX 18 HENDERSON, KY 42419-0018
MONTH ENDING mm/dd/yy

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION ACCOUNT
DELIVERY POINTS SERVICE FROM mm/dd/yy THRU mm/dd/yy
USAGE:

USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000

POWER FACTOR	BASE	PEAK	AVERAGE	kW DEMAND BILLED
EXPANSION DEMAND	00.00%	00.00%	00.00%	000,000

ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
EXPANSION ENERGY	00000.000	00000.000	0000.000	1000	00,000,000

EXPANSION DEMAND & EXPANSION ENERGY

EXPANSION DEMAND, INCLUDING LOSSESS	kW	TIMES	$	EQUALS	$
P/F PENALTY	kW	TIMES	$	EQUALS	$
EXPANSION ENERGY, INCLUDING LOSSESS	kWh	TIMES	$	EQUALS	$
OTHER EXPANSION SERVICE CHARGES				EQUALS	$
SUBTOTAL					$

EXPANSION DEMAND TRANSMISSION

LOAD RATIO SHARE OF NETWORK LOAD	$

EXPANSION DEMAND & EXPANSION ENERGY ANCILLIARY SERVICES

SCHEDULING SYSTEM CONTROL & DISPATCH SERVICE	$
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE	$
REGULATION & FREQUENCY RESPONSIVE SERVICE	$
ENERGY IMBALANCE SERVICE	$
OPERATING RESERVE – SPINNING RESERVE SERVICE	$
OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE	$
SUBTOTAL	$

BIG RIVERS ADDER

EXPANSION DEMAND	kW	TIMES	$	EQUALS	$

Kenergy Adder $

TOTAL AMOUNT DUE $

---------- LOAD FACTOR ----------

ACTUAL	BILLED
00.00%	00.00%

MILLS PER KWH
00.00

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE October 30, 2020
Month / Date / Year

DATE EFFECTIVE December 12, 2020
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/12/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 42
CANCELLING PSC NO. 1
First Revised SHEET NO. 42

Schedule 42 – Voluntary Price Curtailable Service Rider

AVAILABLE

This Rider is available for use in conjunction with Big Rivers' Voluntary Curtailable Service Rider – CSR Sheet 52 for Curtailable Service offered by Kenergy Corp. to individual customers (CS Customers) capable of curtailing at least 1,000 KW of load upon request. This service rider excludes aluminum smelters served under separate power supply agreements.

CONDITIONS OF SERVICE

1. Any request for curtailment under this Rider shall be made by Kenergy Corp. or Big Rivers acting as its agent. Each request for curtailment shall set forth the Terms of Curtailment in accordance with this Rider.
2. Each curtailment will be voluntary and the CS Customer may accept or decline the Terms of Curtailment.
3. Big Rivers, Kenergy and the CS Customer shall mutually agree in writing upon the method which shall be used to provide notification of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The CS Customer is ultimately responsible for acting upon a curtailment notification.
4. Kenergy, or Big Rivers acting as its agent, will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment by a CS Customer, the load subject to those terms shall be curtailed with as little as one (1) hour of advance notification.
5. No responsibility or liability of any kind shall attach to or be incurred by Kenergy for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
6. Kenergy reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Kenergy and Big Rivers when prioritizing requests for curtailment.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 42 – Voluntary Price Curtailable Service Rider

7. The CS Customer shall not receive a Curtailment Savings Payment for any curtailment period in which the CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

CS CURTAILMENT PROFILES

Each CS Customer shall submit a CS Curtailment Profile form. CS Curtailment Profiles shall include the following information:

1. The maximum number of hours per day that the CS Customer will agree to curtail.
2. The maximum number of days and maximum number of consecutive days by month that the CS Customer will agree to curtail.
3. The minimum Curtailment Price at which each CS Customer is willing to curtail.
4. The minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.
5. The CS Customer may modify the Curtailment Profile upon thirty (30) days advance notice in writing.

CURTAILED DEMAND AND ENERGY

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted the Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands of each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the hours prior to the hour immediately preceding the curtailment period, provided that Kenergy may use an average of the demands measured in any two or more of the four hours

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 42 – Voluntary Price Curtailable Service Rider

to provide a more representative estimate of the CS Customers' Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

TERMS OF CURTAILMENT

Kenergy or Big Rivers, acting as its agent, shall inform the CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

1. The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.
2. The requested curtailment duration in clock hours to be established by Big Rivers.
3. The Curtailment Price to be offered by Big Rivers and to be paid by Kenergy for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case-by-case basis but in each case shall not be less than the Minimum Curtailment Price.
4. The CS Customer shall specify:
   a. The demand in KW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
   b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Kenergy to the CS Customer.

CURTAILMENT SAVINGS PAYMENT

The Curtailment Savings Payment for each curtailment period shall be the amount received by Kenergy on account of the CS Customer pursuant to Big Rivers' Voluntary Price Curtailable Service Rider.

MONTHLY SAVINGS PAYMENT

The Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges incurred by Kenergy for Excess Energy on account of the CS Customer. The Monthly Savings Payment will be paid directly to the CS Customer by check or billing credit upon receipt of same from Big Rivers pursuant to the Big Rivers Voluntary Price Curtailable Service Rider.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 42C
CANCELLING PSC NO. 2
First Revised SHEET NO. 42C

CLASSIFICATION OF SERVICE
Schedule 42 – Voluntary Price Curtailable Service Rider

CHARGES FOR EXCESS ENERGY

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 KW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer who's Curtailable Demand is less than 5,000 KW. Excess Energy is the sum of any hourly Excess Demands. Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Kenergy may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

TERM

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least thirty (30) days written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS

CS Customer information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

DATE OF ISSUE May 14, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY Steve Thompson
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Eighth Revised SHEET NO. 43
CANCELLING PSC NO. 2
Seventh Revised SHEET NO. 43

CLASSIFICATION OF SERVICE

Schedule 43 – Small Power Production or Cogeneration (100 KW or Less)
(Customer Sells Power to Kenergy)

AVAILABLE

Available only to qualifying small power production or cogeneration facilities, 100 KW or below, which have executed an "Agreement for Purchase of Electric Energy" with Kenergy.

RATE SCHEDULE

Base payment of $0.0450 per KWH, plus

ADJUSTMENT CLAUSES:

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Rider	Sheets No. 24 – 24A
Environmental Surcharge Rider	Sheets No. 25 – 25A
D Member Rate Stability Mechanism Rider	Sheets No. 28 – 28A
Rural Economic Reserve Adjustment Rider	Sheet No. 29
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 – 30A

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 44 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than or equal to 5,000 KW
(Customer Sells Power to Big Rivers)

T

Kenergy shall not be required to purchase the energy output of a qualifying small power production or cogeneration facilities having a total design capacity over 100 KW. A qualifying cogeneration or small power production facility having a total design capacity over 100 KW and Less Than or equal to 5,000 KW may sell its output directly to Big Rivers Electric Corporation pursuant to rates, terms and conditions, offered by Big Rivers.

BIG RIVERS STANDARD RATE – QF - Qualified Cogeneration/Small Power Production Facility Tariff – Over 100 KW And Less Than or Equal to 5,000 KW

Availability:

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW and less than or equal to 5 MW that have executed a contract with Big Rivers and the applicable Big Rivers Member Cooperative for service hereunder.

Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, Big Rivers is not obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over five (5) MW.

Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a qualifying cogeneration and/or small power production facility shall be established by contract.

Applicability:

A QF Member may sell to Big Rivers the output of its QF in excess of its own load requirements. That portion of the QF Member's load requirements not met by the QF shall be provided to the Member Cooperative under the terms and conditions of one or more of Big Rivers' standard rates applicable to the load requirements and type of service of the QF Member.

This tariff replaces Big Rivers' QFP and QFS tariffs, and this tariff shall be applicable in place of the QFP or QFS tariffs when such tariffs are referenced in other tariffs or contracts.

DATE OF ISSUE February 28, 2024
Month / Date / Year

DATE EFFECTIVE December 15, 2023
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 44A
CANCELLING PSC NO. 2
Second Revised SHEET NO. 44A

CLASSIFICATION OF SERVICE

Schedule 44 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than or equal to 5,000 KW
(Customer Sells Power to Big Rivers)

T

Definitions:

Please see Section 4 Sheet 94 of the Big Rivers tariff for definitions common to all tariffs.

QF – "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of 807 KAR 5:054 Section 4.

QF Member – "QF Member" means a member of a Member Cooperative with a QF with a design capacity of over 100 kW and less than or equal to 5 MW.

Monthly Credits or Payments for Delivery to Big Rivers:

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

Capacity – per KW per year

2-year contract	2024	2025			
	$33.87	$34.97			
5-year contract	2024	2025	2026	2027	2028
	$33.87	$34.97	$36.11	$37.28	$38.50

Energy – QF will be credited monthly for the electric power produced by generation facilities at the actual real-time locational marginal price for energy set by MISO at the BREC zonal node during each hour of the day at the time of the delivery.

Terms and Conditions:

1. The QF of a QF Member must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE February 28, 2024
Month / Date / Year

DATE EFFECTIVE December 15, 2023
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 44B
CANCELLING PSC NO. 2
Second Revised SHEET NO. 44B

CLASSIFICATION OF SERVICE

T

Schedule 44 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than or equal to 5, 000 KW
(Customer Sells Power to Big Rivers)

Terms and Conditions: - *(continued)*

3. A QF Member shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.
4. A QF Member shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
5. A QF Member 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
6. For QFs to which this tariff is applicable, all power from the QF will be sold only to Big Rivers.
7. The QF Member shall enter into a contract with the Member Cooperative and Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:
   - Have a contract term of either two years or five years;
   - Specify whether the QF Member's generation is providing firm or non-firm capacity and energy;
   - Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration.
8. QF Members who are proposing to supply as-available (non-firm) electric power shall not be entitled to a capacity payment.
9. The QF Member providing firm electric power is responsible for the cost of all facilities on the QF Member's site to meet and maintain eligibility as a MISO capacity resource and the QF Member is subject to all non-performance costs levied by MISO or its successor, the Kentucky Public Service Commission, or other applicable entity related to nonperformance of the QF.
10. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054 Section 7(5)(a).

DATE OF ISSUE February 28, 2024
Month / Date / Year

DATE EFFECTIVE December 15, 2023
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 45
CANCELLING PSC NO. 2
First Revised SHEET NO. 45

CLASSIFICATION OF SERVICE

Schedule 45 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than or equal to 5,000 KW
(Customer Buys Power from Kenergy)

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AVAILABLE

This tariff is applicable to Kenergy QF Members with a design capacity requirement of over 100 KW and less than or equal to 5,000 KW.

APPLICABLE

Applicable to any Kenergy QF Members for which Kenergy is subject to the Big Rivers QF Qualified Cogeneration/Small Power Production Facility Tariff for that energy sold to the QF Member.

DEFINITIONS

See sheet 45B below.

TERM AND CONDITIONS OF SERVICE

See Sheets 45B and 45C below.

MONTHLY RATE

A. Wholesale Power Cost:
An amount equal to all the monthly charges levied by Big Rivers pursuant to the Big Rivers QF Qualified Cogeneration/Small Power Production Facility Tariff for wholesale electric service. (including transmission service) hereunder (see sheets 45A-45C), plus any applicable adjustment riders.

B. Retail Adders:

Retail Adders shall be determined on a case-by-case basis for that portion of each consumer's load served under this tariff.

Kentucky Sales Taxes and School Taxes added to bill if applicable.

DATE OF ISSUE February 28, 2024
Month / Date / Year

DATE EFFECTIVE December 15, 2023
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 45A
CANCELLING PSC NO. 2
Third Revised SHEET NO. 45A

CLASSIFICATION OF SERVICE

Schedule 45 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than or equal to 5,000KW
(Customer Buys Power from Kenergy)

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BIG RIVERS STANDARD RATE – QF - Qualified Cogeneration/Small Power Production Facility Tariff – Over 100 KW

Availability:

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW and less than or equal to 5 MW that have executed a contract with Big Rivers and the applicable Big Rivers Member Cooperative for service hereunder.

Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, Big Rivers is not obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over five (5) MW.

Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a qualifying cogeneration and/or small power production facility shall be established by contract.

Applicability:

A QF Member may sell to Big Rivers the output of its QF in excess of its own load requirements. That portion of the QF Member's load requirements not met by the QF shall be provided to the Member Cooperative under the terms and conditions of one or more of Big Rivers' standard rates applicable to the load requirements and type of service of the QF Member.

This tariff replaces Big Rivers' QFP and QFS tariffs, and this tariff shall be applicable in place of the QFP or QFS tariffs when such tariffs are referenced in other tariffs or contracts.

DATE OF ISSUE February 28, 2024
Month / Date / Year

DATE EFFECTIVE December 15, 2023
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 45B
CANCELLING PSC NO. 2
Third Revised SHEET NO. 45B

CLASSIFICATION OF SERVICE

Schedule 45 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than or equal to 5,000KW
(Customer Buys Power from Kenergy)

T

Definitions:

Please see Section 4 Sheet 94 of the Big Rivers tariff for definitions common to all tariffs.

QF – "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of 807 KAR 5:054 Section 4.

QF Member – "QF Member" means a member of a Member Cooperative with a QF with a design capacity of over 100 kW and less than or equal to 5 MW.

Monthly Credits or Payments for Delivery to Big Rivers:

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

Capacity – per KW per year

2-year contract	2024	2025			
	$33.87	$34.97			
5-year contract	2024	2025	2026	2027	2028
	$33.87	$34.97	$36.11	$37.28	$38.50

Energy – QF will be credited monthly for the electric power produced by generation facilities at the actual real-time locational marginal price for energy set by MISO at the BREC zonal node during each hour of the day at the time of the delivery.

Terms and Conditions:

1. The QF of a QF Member must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor

DATE OF ISSUE February 28, 2024
Month / Date / Year

DATE EFFECTIVE December 15, 2023
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 45 – QF Qualified Cogeneration/Small Power Production Facility – Over 100 KW and Less Than 5,000KW (Customer Buys Power from Kenergy)

T

Terms and Conditions (continued)

3. A QF Member shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.
4. A QF Member shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
5. A QF Member 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
6. For QFs to which this tariff is applicable, all power from the QF will be sold only to Big Rivers.
7. The QF Member shall enter into a contract with the Member Cooperative and Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:
    - Have a contract term of either two years or five years;
    - Specify whether the QF Member's generation is providing firm or non-firm capacity and energy;
    - Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration.
8. QF Members who are proposing to supply as-available (non-firm) electric power shall not be entitled to a capacity payment.
9. The QF Member providing firm electric power is responsible for the cost of all facilities on the QF Member's site to meet and maintain eligibility as a MISO capacity resource and the QF Member is subject to all non-performance costs levied by MISO or its successor, the Kentucky Public Service Commission, or other applicable entity related to nonperformance of the QF.
10. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054 Section

DATE OF ISSUE February 28, 2024
Month / Date / Year

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Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2023-00102 DATED December 15, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/15/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

Second Revised SHEET NO. 45H

CANCELLING PSC NO. 2

First Revised SHEET NO. 45H-45J

CLASSIFICATION OF SERVICE

Schedule 45 – Small Power and Cogeneration (Over 100 KW)
(Customer Buys Power from Kenergy)

BIG RIVERS ELECTRIC CORP. | INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy | HENDERSON, KY 42419-0024

TO: COGENERATOR AND SMALL POWER PRODUCER SALES ACCOUNT

DELIVERY POINTS SERVICE FROM mm/dd/yy THRU mm/dd/yy
USAGE:

USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000

POWER FACTOR	BASE	PEAK	AVERAGE	kW DEMAND BILLED
SUPPLEMENTAL DEMAND	00.00%	00.00%	00.00%	000,000
UNSCHEDULED BACKUP DEMAND	00.00%	00.00%	00.00%	000,000
EXCESS DEMAND	00.00%	00.00%	00.00%	000,000
CUMULATIVE EXCESS DEMAND	00.00%	00.00%	00.00%	000,000

	PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
ENERGY	00000.000	00000.000	0000.000	1000	00,000,000
SUPPLEMENTAL ENERGY	00000.000	00000.000	0000.000	1000	00,000,000
MAINTENANCE ENERGY	00000.000	00000.000	0000.000	1000	00,000,000

SUPPLEMENTARY SERVICE					
DEMAND	kW	TIMES	$	EQUALS	$
P/F PENALTY	kW	TIMES	$	EQUALS	$
ENERGY	kWh	TIMES	$	EQUALS	$
SUBTOTAL					$
UNSCHEDULED BACK-UP SERVICE					
DEMAND	kW	TIMES	$	EQUALS	$
MAINTENANCE SERVICE ON-PEAK					
DEMAND PER-WEEK (IF APPLICABLE)	kW	TIMES	$	EQUALS	$
ENERGY (IF APPLICABLE)	kWh	TIMES	$	EQUALS	$
SCHEDULE ENERGY BLOCK (IF APPLICABLE)					
TOTAL AMOUNT DUE					$
OFF-PEAK					
DEMAND PER-WEEK	kW	TIMES	$	EQUALS	$
ENERGY	kWh	TIMES	$	EQUALS	$
SUBTOTAL					$
EXCESS SERVICE					
EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	$	EQUALS	$
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	$	EQUALS	$
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kWh	TIMES	$	EQUALS	$
TOTAL AMOUNT DUE					$

TOTAL AMOUNT DUE $ 00,000.00

LOAD FACTOR

ACTUAL	BILLED
00.00%	00.00%

MILLS PER KWH 00.00

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE November 15, 2013
Month / Date / Year

DATE EFFECTIVE August 20, 2013
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00035 DATED October 29, 2013

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

8/20/2013

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

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 46
CANCELLING PSC NO. 1
Second Revised SHEET NO. 46

CLASSIFICATION OF SERVICE

Schedule 46 – Net Metering

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Net Metering is available to eligible customer-generators in Kenergy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of Kenergy's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of Kenergy's single hour peak load during the previous year, Kenergy may cease providing net metering service to new customer-generators only upon Commission approval. An eligible customer-generator shall mean a retail electric customer of Kenergy with a generating facility that: T

(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 customer's premises;

(4) Is owned and operated by the customer;

(5) Is connected in parallel with Kenergy's electric distribution system; and

(6) Has the primary purpose of supplying all or part of the customer's own electricity requirements.

At its sole discretion, Kenergy may provide Net Metering to other customer-generators not meeting all the conditions listed above on a case-by-case basis.

DATE OF ISSUE October 14, 2022
Month / Date / Year

DATE EFFECTIVE September 7, 2022
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2020-00332 DATED September 7, 2022

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/7/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 – Net Metering

T The term "Customer" hereinafter shall refer to any customer requesting or receiving Net Metering services under this tariff.

METERING

Kenergy shall provide net metering services, without any cost to the Customer 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 Customer of his or her responsibility to pay metering costs embedded in the Kenergy's Commission-approved base rates.

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

BILLING

A. The amount of electricity billed to the customer shall be calculated by taking the difference between the electricity supplied by Kenergy to the Customer and the electricity generated and fed back by the Customer. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the Customer shall be net-metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement with the Customer then currently in place.

B. If the electricity supplied by Kenergy exceeds the electricity generated and fed back to Kenergy during the billing period, the Customer shall be billed for the net electricity supplied. If the electricity fed back to Kenergy by the Customer exceeds the electricity supplied by Kenergy during a billing period, the Customer shall be credited for the excess kilowatt-hours, and this electricity credit shall appear on the Customer's next bill. Credits shall carry forward for the life of the customer-generator's account.

C. The energy rates, rate structure, and monthly charges shall be identical to those in the contract or tariff to which the Customer would be assigned if the Customer were not receiving service under this tariff.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 – Net Metering

T D. Excess electricity credits are not transferable between customers or locations.

E. No cash refund for residual generation-related credits shall be paid if an account under this tariff is closed.

APPLICATION AND APPROVAL PROCESS

The Customer shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from Kenergy prior to connecting the generator facility to Kenergy's system.

Applications will be submitted by the Customer and reviewed and processed by Kenergy according to either Level 1 or Level 2 processes defined below.

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

Customers may contact Kenergy to check on status of an Application or with questions prior to submitting an Application. Kenergy contact information can be found on the Application form. The Application may be submitted by mail to, or in person at, the address found on the Application form.

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).

Kenergy will approve the Level 1 Application if the generating facility also meets all of the following conditions:

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(Signature of Officer)

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 46C
CANCELLING PSC NO. 1
Original SHEET NO. 46C

CLASSIFICATION OF SERVICE

Schedule 46 – Net Metering

T

(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.

(2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity on the shared secondary, 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 utility distribution lines, the generator shall appear as a phase-to-phase connection at the primary utility distribution line.

(5) If the generating facility is to be connected to three-phase, four wire primary utility distribution lines, the generator shall appear to the primary utility distribution line as an effectively grounded source.

(6) The interconnection will not be on an area or spot network. Area and spot networks are systems in which multiple transformers are interconnected on the secondary side and multiple primary voltage circuits are used to feed the transformers. A spot network is typically used to serve a single building and all the transformers are in one location. An area network typically serves multiple customers with secondary conductors covering multiple city blocks and with transformers at various locations.

(7) Kenergy does not identify any violations of any applicable provisions of Institute of Electrical and Electronics Engineers Standard 1547 (IEEE 1547), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 – Net Metering

T (8) No construction of facilities by Kenergy 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, Kenergy, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Kenergy determines that the generating facility can be safely and reliably connected to Kenergy's system; or 2) deny the Application as submitted under the Level 1 Application.

Kenergy shall notify the customer 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, Kenergy shall notify the Customer 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, Kenergy will indicate by signing the approval line on the Level 1 Application Form and returning it to the Customer. The approval will be subject to successful completion of an initial installation inspection and witness test. The Customer shall notify Kenergy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Kenergy to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Kenergy and the Customer. The Customer may not operate the generating facility until successful completion of such inspection and witness test, unless Kenergy expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to noncompliance with any provision in the Application and Kenergy approval, the Customer shall not operate the generating facility until any and all noncompliance is corrected and re-inspected by Kenergy.

If the Application is denied, Kenergy will supply the Customer with reasons for denial. The Customer may resubmit under Level 2 if appropriate.

DATE OF ISSUE April 1, 2009
Month / Date / Year

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Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 46E
CANCELLING PSC NO. 1
Original SHEET NO. 46E

CLASSIFICATION OF SERVICE
Schedule 46 – Net Metering

T **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

(3) The generating facility does not meet one or more of the additional conditions under Level 1.

Kenergy will approve the Level 2 Application if the generating facility meets Kenergy's technical interconnection requirements, which are based on IEEE 1547. Kenergy shall make its technical interconnection requirements available online and upon request.

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

(1) The Application is approved and Kenergy will provide the Customer with an Interconnection Agreement to sign.

(2) If construction or other changes to Kenergy's distribution system are required, the cost will be the responsibility of the Customer. Kenergy will give notice to the Customer and offer to meet to discuss estimated costs and construction timeframe. Should the Customer agree to pay for costs and proceed, Kenergy will provide the Customer with an Interconnection Agreement to sign within a reasonable time.

(3) The Application is denied. Kenergy will supply the Customer with reasons for denial and offer to meet to discuss possible changes that would result in Kenergy approval. Customer may resubmit Application with changes.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 46 – Net Metering

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

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

The Customer may not operate the generating facility until an Interconnection Agreement is signed by the Customer and Kenergy and all necessary conditions stipulated in the agreement are met.

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees, or other review, study, or inspection or witness test fees are charged for Level 1 Applications.

For Level 2 Applications, each Customer must submit, along with the Application, a non-refundable application, inspection and processing fee of $100. In the event Kenergy determines an impact study is necessary with respect to a Level 2 Application, the Customer shall be responsible for any reasonable costs up to $1,000 for the initial impact study. Kenergy shall provide documentation of the actual cost of the impact study. Any other studies requested by the Customer shall be at the Customer's sole expense.

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Kenergy's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46G

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

1. Kenergy shall provide the Customer 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 Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

2. The Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by Kenergy'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 is parallel with Kenergy's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Kenergy, the Customer shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and the Customer 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) Kenergy's rules, regulations, and Kenergy's Service Regulations as contained in Kenergy'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, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4. Any changes or additions to Kenergy's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Kenergy for actual costs incurred for all such excess facilities prior to construction.

DATE OF ISSUE April 1, 2009
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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46H

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

5. Customer 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 Kenergy's electric system. At all times when the generating facility is being operated in parallel with Kenergy's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Kenergy to any of its other customers or to any electric system interconnected with Kenergy's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Kenergy's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Kenergy'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 Kenergy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Kenergy.

7. After initial installation, Kenergy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Kenergy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.

8. For Level 1 and 2 generating facilities, where required by Kenergy, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Kenergy's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Kenergy'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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By
Executive Director

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

the meter, the Customer 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 Kenergy personnel at all times. Kenergy 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 Kenergy's safety and operating protocols.

Kenergy shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. Kenergy shall have the right and authority at Kenergy's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Kenergy believes that: (a) continued interconnection and parallel operation of the generating facility with Kenergy's electric system creates or contributes (or may create or contribute) to a system emergency on either Kenergy's or Customer'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 Kenergy's electric system; or (c) the generating facility interferes with the operation of Kenergy's electric system. In non-emergency situations, Kenergy shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Kenergy is unable to immediately isolate or cause the Customer to isolate only the generating facility, Kenergy may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Kenergy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 46J
CANCELLING PSC NO. 1
SHEET NO.

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

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

    The liability of Kenergy to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Customer shall, upon request, provide Kenergy with proof of such insurance at the time that application is made for net metering.

13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Kenergy 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 Customer's generating facility is transferable to other persons or service locations only after notification to Kenergy 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, customer, or location, Kenergy will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, Kenergy will notify the Customer in writing and list what must be done to place the facility in compliance.

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

DATE OF ISSUE April 1, 2009
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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
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SECTION 9 (1)

By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46K

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

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 UL 1741.

Submit this Application to: Kenergy Corp., P. O. Box 18, Henderson, KY 42419-0018

If you have questions regarding this Application or its status, contact Kenergy at: (270)826-3991

Customer Name: _____ Account Number: _____

Customer Address: _____ _____

Customer Phone No.:_____ Customer 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:_____

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 Kenergy's meter, energy source, Kenergy accessible disconnect switch, and inverter.

Attach single line drawing showing all electrical equipment from Kenergy'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 April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
4/30/2009
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SECTION 9 (1)

By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46L

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

TERMS AND CONDITIONS:

1. Kenergy shall provide Customer 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 Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

2. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by Kenergy'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 Kenergy's electric system. Customer shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from Kenergy, the Customer shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and the Customer shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) Kenergy's rules, regulations, and Kenergy's Service Regulations as contained in Kenergy'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, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

DATE OF ISSUE April 1, 2009
Month / Date / Year

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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
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By _____
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

4. Any changes or additions to Kenergy's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Kenergy for actual costs incurred for all such excess facilities prior to construction.

5. Customer 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 Kenergy's electric system. At all times when the generating facility is being operated in parallel with Kenergy's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Kenergy to any of its other customers or to any electric system interconnected with Kenergy's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Kenergy's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Kenergy'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 Kenergy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Kenergy.

7. After initial installation, Kenergy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Kenergy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.

DATE OF ISSUE April 1, 2009
Month / Date / Year

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ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
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By
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

8. For Level 1 generating facilities, where required by Kenergy, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Kenergy's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Kenergy'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 Customer shall be responsible for ensuring 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 Kenergy personnel at all times. Kenergy 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 Kenergy's safety and operating protocols.

   Kenergy shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. Kenergy shall have the right and authority at Kenergy's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Kenergy believes that: (a) continued interconnection and parallel operation of the generating facility with Kenergy's electric system creates or contributes (or may create or contribute) to a system emergency on either Kenergy's or Customer'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 Kenergy's electric system; or (c) the generating facility interferes with the operation of Kenergy's electric system. In non-emergency situations, Kenergy shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Kenergy is unable to immediately isolate or cause the Customer to isolate only the generating facility, Kenergy may isolate the Customer's entire facility.

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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
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By _____
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

10. Customer shall agree that, without the prior written permission from Kenergy, 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 Customer shall protect, indemnify, and hold harmless Kenergy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Customer's generating facility or any related equipment or any facilities owned by Kenergy except where such injury, death or damage was caused or contributed to by the fault or negligence of Kenergy or its employees, agents, representatives, or contractors.

    The liability of Kenergy to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which the Customer is taking service.

12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Customer shall, upon request, provide Kenergy with proof of such insurance at the time that application is made for net metering.

13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Kenergy 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.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY Richard Moncrief
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

14. A Customer's generating facility is transferable to other persons or service locations only after notification to Kenergy 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, customer, or location, Kenergy will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, Kenergy will notify the Customer in writing and list what must be done to place the facility in compliance.

15. The Customer 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) Customer may terminate this Agreement at any time by giving Kenergy at least sixty (60) days' written notice; (b) Kenergy may terminate upon failure by the Customer 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 Kenergy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Kenergy may terminate by giving the Customer 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 April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
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ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
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SECTION 9 (1)

By
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 46Q
CANCELLING PSC NO. 1
SHEET NO. _____

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

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 Kenergy's Net Metering Tariff.

_____ _____
Customer Signature Date

_____
Title

KENERGY APPROVAL SECTION

When signed below by a Kenergy representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

Kenergy inspection and witness test: ☐ Required ☐ Waived

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

Call _____ to schedule an inspection and witness test.

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

If Kenergy inspection and witness test is waived, operation of the generating facility 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: _____

_____

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
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SECTION 9 (1)

By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 46R
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

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 requirements under Level 1.

Submit this Application along with an application fee of $100 to: Kenergy Corp., P. O. Box 18, Henderson, KY 42419-0018

If you have questions regarding this Application or its status, contact Kenergy at: (270)826-3991

Customer Name: _____ Account Number: _____

Customer 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 April 1, 2009
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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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4/30/2009
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By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46S

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with Kenergy'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 UL 1741.

8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).

9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Customer Signature: _____ Date: _____

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
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SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

LEVEL 2
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this ____ day of _____, 20___, by and between _____ (Kenergy Corp.), and _____ (Customer). Kenergy and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Kenergy'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, Customer and Kenergy agree as follows:

Kenergy agrees to allow Customer to interconnect and operate the Generating Facility in parallel with Kenergy's electric system and Customer agrees to abide by Kenergy'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:

To interconnect to Kenergy's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

1. Kenergy shall provide Customer 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 Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

DATE OF ISSUE April 1, 2009
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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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OF KENTUCKY
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By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46U

CANCELLING PSC NO. 1

SHEET NO. _____

Kenergy

Henderson, Kentucky

CLASSIFICATION OF SERVICE
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2. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by Kenergy'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 Kenergy's electric system. Customer shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from Kenergy, Customer shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and Customer shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) Kenergy's rules, regulations, and Kenergy's Service Regulations as contained in Kenergy'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, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4. Any changes or additions to Kenergy's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Kenergy for actual costs incurred for all such excess facilities prior to construction.

5. Customer 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 Kenergy's electric system. At all times when the generating facility is being operated in parallel with Kenergy's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Kenergy to any of its other customers or to any electric system interconnected with Kenergy's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Kenergy's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

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TITLE President and CEO

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By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
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Original SHEET NO. 46V
CANCELLING PSC NO. 1
SHEET NO.

CLASSIFICATION OF SERVICE
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6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Kenergy'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 Kenergy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Kenergy.

7. After initial installation, Kenergy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Kenergy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.

8. For Level 2 generating facilities, where required by Kenergy, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Kenergy's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Kenergy'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 Customer shall be responsible for ensuring 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 Kenergy personnel at all times. Kenergy 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 Kenergy's safety and operating protocols.

   Kenergy shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

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9. Kenergy shall have the right and authority at Kenergy's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Kenergy believes that: (a) continued interconnection and parallel operation of the generating facility with Kenergy's electric system creates or contributes (or may create or contribute) to a system emergency on either Kenergy's or Customer'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 Kenergy's electric system; or (c) the generating facility interferes with the operation of Kenergy's electric system. In non-emergency situations, Kenergy shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where Kenergy is unable to immediately isolate or cause the Customer to isolate only the generating facility, Kenergy may isolate the Customer's entire facility.

10. Customer shall agree that, without the prior written permission from Kenergy, 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 not resulting in increases in generating facility capacity is allowed without approval.

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

The liability of Kenergy to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service' under which the Customer is taking service.

DATE OF ISSUE April 1, 2009
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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

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IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
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By _____
Executive Director

Kenergy

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12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy). Customer shall provide Kenergy with proof of such insurance at the time that application is made for net metering.

13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Kenergy 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 Customer's generating facility is transferable to other persons or service locations only after notification to Kenergy 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, customer, or location, Kenergy will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, Kenergy will notify the Customer in writing and list what must be done to place the facility in compliance.

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

DATE OF ISSUE April 1, 2009
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(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
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By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46Y

CANCELLING PSC NO. 1

SHEET NO. _____

Henderson, Kentucky

CLASSIFICATION OF SERVICE
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Effective Term and Termination Rights

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Customer may terminate this Agreement at any time by giving Kenergy at least sixty (60) days' written notice; (b) Kenergy may terminate upon failure by the Customer 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 Kenergy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Kenergy may terminate by giving the Customer 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.

KENERGY CORP.

By: _____

_____
Printed Name

_____
Title:

CUSTOMER

By: _____

_____
Printed Name

_____
Title:

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
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By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 46Z

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

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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 Kenergy facilities is required, Exhibit A will also contain a description and associated cost.

Exhibit A will also specify requirements for a Kenergy inspection and witness test and when limited operation for testing or full operation may begin.

DATE OF ISSUE April 1, 2009
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ISSUED BY Rick Lovekamp
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/30/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 47 - 75
CANCELLING PSC NO. 2
Original SHEET NO. 56-75

CLASSIFICATION OF SERVICE

FOR FUTURE USE

DATE OF ISSUE June 14, 2018
Month / Date / Year
DATE EFFECTIVE July 14, 2018
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
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
7/14/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Henderson, Kentucky

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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 https://www.kenergycorp.com/forms-guides/ 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.

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PUBLIC SERVICE COMMISSION
Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE July 20, 2026
Month / Date / Year

DATE EFFECTIVE July 2, 2026
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President & CEO

PURSUANT TO: KPSC Case No. 2025-00392 Order dated July 2, 2026

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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*

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.

B. **Approved Contractor** is a contractor identified on Cooperative's website at https://www.kenergycorp.com/forms-guides/ as appropriately qualified and approved by the Cooperative to provide self-help surveys or Make-ready services.

C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.

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.

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ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President & CEO

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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. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

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. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

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 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.

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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 https://www.kenergycorp.com/forms-guides/

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

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ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President & CEO

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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:
   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.

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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.

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

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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 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

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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

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DATE EFFECTIVE July 2, 2026
Month / Date / Year
ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)
TITLE President & CEO
PURSUANT TO: KPSC Case No. 2025-00392 Order dated July 2, 2026

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increment in an Application. An Application is considered complete only if it includes a **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 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

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(Signature of Officer)
TITLE President & CEO
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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 Cooperative's poles in Kentucky, unless Cooperative owns or controls fewer than five hundred (500) Poles in Kentucky.

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.

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

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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.
   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.
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.
      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 notification is sent in the case of Lesser Volume Orders, or up to **one hundred**

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twenty (120) 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, 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.

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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**;** and

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.

iv. Payment for final invoices shall clearly identify the Application or project for which payment is made.

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.

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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.

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.

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 https://www.kenergycorp.com/forms-guides/

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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.
   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.

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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 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

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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 overlashing 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.

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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 overlashing 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 overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
4. An overlashing 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 overlashing 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 overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing 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

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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.

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

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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:

i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
iii. 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;
iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
v. 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.

i. 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.
1. 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

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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 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.

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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 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

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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 (90th) 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.

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

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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.

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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.

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.

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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:

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 VI, when the Pole

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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

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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. 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

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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 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

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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

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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 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.

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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 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

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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

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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 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.

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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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(Signature of Officer)
TITLE President & CEO
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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:
  - ☐ Poles that we wish to use (number, Lat, Long)
  - ☐ Point of attachment (proposed height) on each pole
  - ☐ Number and type of attachments to be placed on each pole (including anchor type and distance from
  - ☐ Relocations or replacements of poles
  - ☐ Rearrangements of fixtures and equipment necessary
  - ☐ Additonal 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 (Detailed invoice to be provided)	
Title				
Phone			Permit #	
Email				
Request Response	Approve		If denied, reason for denial:	
	Deny			
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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FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Seventh Revised SHEET NO. 76
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CANCELLING PSC NO. 1

Sixth Revised SHEET NO. 76

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APPENDIX A - REQUEST TO ATTACH - OTMR Addendum
To be submitted along with sections 1 and 2 of the Request to Attach
Licensee Job # _____ (to be completed by Licensee)
Cooperative Work Order # _____ (to be completed by Cooperative)

SECTION 3 - OTMR Contractor Information

OTMR Survey Contractor		OTMR Make Ready Contractor	
Company		Same as survey contractor	
Survey Date		Company	
Point of Contact Name		Point of Contact Name	
Title		Title	
Phone		Phone	
Email		Email	

Existing Attacher Information
Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.

Attacher	Point of Contact	Phone or Email

OTMR Transfer Work Information

Field Supervisor		Additional Comments:
Title		
Phone		
Email		
Estimated Crew Size		

By submitting this application, I fully and completly understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.

Signature: _____ Date: _____

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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 https://www.kenergycorp.com/forms-guides/.

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.

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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.

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

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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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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.

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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.

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.

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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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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 is $16.45 per pole for labor costs and $5.85 per application for vehicle cost. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Per-Pole Survey Cost:	
Direct Labor Charge	= $38.71 / hr.
Non-Working Hourly Amount = $38.71 x 14.23%	= $ 5.51 / hr.
Other Cost Based on Reg. Labor Worked = $38.71 x 55.78%	= $21.59 / hr.
Total Cost per Hour	= $65.81 / hr.
Average Time to Survey Each Pole is 15 minutes	x .25 hrs.
Total Labor Costs	= $16.45 per pole

Per Application Vehicle Cost
2022 IRS Mileage Rate of $0.585 x 10 miles average per application = $5.85 per application

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Cooperative will invoice Licensee in advance with respect to amounts owed annually for each of Licensee's Attachments, at the following rates for each full or partial year:

ANNUAL RENTAL CHARGE:

Two-Party Pole Attachment…….$ 6.10
Three-Party Pole Attachment……...$ 4.76
Two-Party Anchor Attachment……$16.11
Three-Party Anchor Attachment……..$10.74

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CALCULATION OF ANNUAL POLE ATTACHMENT CHARGE

1. Annual Attachment Charge – Two-Party Pole

Annual Charge = [weighted avg. cost /1 x .85 /2 – n/a /3] x annual carrying charge /4 x .1224 /5

Annual Charge = $502.02 x .85 x 11.68% x .1224

Annual Charge = $6.10

2. Annual Attachment Charge – Three-Party Pole

Annual Charge = [weighted avg. cost /1 x .85 /2 – n/a /3] x annual carrying charge /4 x .0759 /5

Annual Fixed = $621.29 x .85 x 11.68% x .0759

Annual Charge = $4.76

/1 Weighted Average Cost for Poles Determined as follows:

35’-40’ Poles = installed plant cost at 12/31/19 of $36,261,203 ÷ 72,230 poles; or an average cost of $502.02 per pole

40’-45’ Poles = installed plant cost at 12/31/19 of $30,862,499 ÷ 55,215 poles; or an average cost of $631.39 per pole.

/2 Reduction factor for lesser appurtenances included in pole accounts per Page 8 of PSC Order in Case No. 251.

/3 Ground wire cost is not included in pole cost records, therefore, subject reduction is not applicable.

/4 See Sheet 76, Exhibit A, page 3 of 3.

/5 Usable space factor per Page 13 of PSC Order in Case No. 251.

KENTUCKY
PUBLIC SERVICE COMMISSION
Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE July 20, 2026
Month / Date / Year

DATE EFFECTIVE July 2, 2026
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President & CEO

PURSUANT TO: KPSC Case No. 2025-00392 Order dated July 2, 2026

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 76 – Pole Attachment Tariff

CALCULATION OF ANNUAL ANCHOR ATTACHMENT CHARGE

1. Annual Attachment Charge – Two-Party Anchor

$$\text{Annual Charge} = \frac{[\text{weighted average cost}^{/1} \times \text{annual carrying charge}^{/2}]}{2}$$

$$\text{Annual Charge} = \frac{\$275.86 \times 11.68\%}{2}$$

Annual Charge = $16.11

2. Annual Attachment Charge – Three-Party Anchor

$$\text{Annual Charge} = \frac{[\text{weighted average cost}^{/1} \times \text{annual carrying charge}^{/2}]}{3}$$

$$\text{Annual Charge} = \frac{\$275.86 \times 11.68\%}{3}$$

Annual Charge = $10.74

/1 Weighted Average Cost for Anchors Determined as follows:

Installed plant cost of all anchors $29,042,721 ÷ 106,279 anchors; or an average cost of $275.86 per anchor as of 12/31/19.

/2 See Sheet 76, Exhibit A, page 3 of 3.

KENTUCKY
PUBLIC SERVICE COMMISSION
Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE July 20, 2026
Month / Date / Year

DATE EFFECTIVE July 2, 2026
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President & CEO

PURSUANT TO: KPSC Case No. 2025-00392 Order dated July 2, 2026

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Seventh Revised SHEET NO. 76
(Page 51)

CANCELLING PSC NO. 1

Sixth Revised SHEET NO. 76

Henderson, Kentucky

CLASSIFICATION OF SERVICE
Schedule 76 – Pole Attachment Tariff

PSC ADMINISTRATIVE CASE NO. 251

		Percent	Pro forma Margins	Pro forma Interest
1.	Cost of Money:			
	Rate of Return as proposed Case No. 2021-00066	3.79%	($3,865,306 + $3,980,637)	
	Times Net-to-Gross Ratio	.60*	$207,205,164	= 3.79%
	Adjusted Rate of Return	2.27%	Net Investment Rate Base	

2. Pro forma Operations and Maintenance Expense per Exhibit 9

$14,734,681 x 100 = 4.30%
$342,332,886

3. Pro forma Depreciation Expense per Exhibit 9:

$13,694,119 x 100 = 4.00%
$342,332,886

4. Pro forma General Administrative Expense per Exhibit 9:

$3,786,249 x 100 = 1.11%
$342,332,886

Annual Carrying Charges 11.68%

* Net Plant Investment $204,881,907= 60%
Gross Plant Investment $342,332,886 (12/31/19)

KENTUCKY
PUBLIC SERVICE COMMISSION
Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE July 20, 2026
Month / Date / Year

DATE EFFECTIVE July 2, 2026
Month / Date / Year

ISSUED BY /s/ Timothy J. Lindahl
(Signature of Officer)

TITLE President & CEO

PURSUANT TO: KPSC Case No. 2025-00392 Order dated July 2, 2026

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 77-99
CANCELLING PSC NO. 1
SHEET NO.

CLASSIFICATION OF SERVICE

N **FOR FUTURE USE**

DATE OF ISSUE January 29, 2009
Month / Date / Year
DATE EFFECTIVE February 1, 2009
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 100
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Residential Member Bill of Rights

N

N As a residential Member of a regulated public utility in the Commonwealth of Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a Member of your household whose debt was accumulated at your address) are not indebted to Kenergy Corp.
- You have the right to inspect and review Kenergy's rates and tariffed operating procedures during Kenergy's normal office hours.
- You have the right to be present at any routine Kenergy inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in near equal, levelized payment plan for your electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your electric service for up to thirty (30) days, when you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your electric service reconnected between the months of November through March provided you:
    1. Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources; and
    2. Pay one-third (⅓) of your outstanding bill ($200.00 maximum); and
    3. Accept referral to the Human Resources Weatherization Program; and
    4. Agree to a repayment schedule that will cause your bill to become current by October 15th
- You have the right to contact the Kentucky Public Service Commission regarding any dispute that you have been unable to resolve with Kenergy Corp. (call Toll Free 1-800-772-4636).

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Lonnie Bellar
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 101
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

T **Schedule 101 - Scope**

This schedule of rules and regulations is hereby made a part of all contracts for electric service received from Kenergy Corp. (excluding large industrials served under special contracts and smelter contracts), and T applies to all service received, whether such service is based upon a contract, agreement, signed application T or otherwise. No employee or director of Kenergy Corp. is permitted to make an exception to rates and rules, however, Kenergy reserves the right to modify or adopt these terms and conditions of service to meet the requirements of unusual circumstances or situations for which provision is not otherwise made.

T Regulations are on file in Kenergy's offices and can be viewed there.

D

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 102
CANCELLING PSC NO. 1
SHEET NO.

T

RULES AND REGULATIONS
Schedule 102 - Revisions

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval by Kenergy Corp.'s Board of Directors and the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations.

D

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 103
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 103 – No Prejudice of Rights

T Failure by Kenergy to enforce any of the terms of this tariff shall not be deemed as a waiver of the right to do so.

N In case of conflict between any provisions of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 104
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 104 – Resale of Power by Customers

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

D

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 105
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS

Schedule 105 - Franchise Billing Plan

T

FRANCHISE BILLING PLAN

T T 1. Effective for service on and after January 3, 2003, within governmental jurisdictions, which impose on Kenergy a franchise requiring payments by Kenergy that are (i) based on a percentage of gross revenues or (ii) a fixed amount in excess of $5,000.00 annually, there shall be included, as part of Kenergy's rates in each franchise area, an additional charge to be determined in accordance with this Franchise Billing Plan. There shall be no additional charge to customers in the franchise area if Kenergy's franchise payment for said area is a fixed amount of $5,000.00 or less annually.

2. Kenergy's objective in making this additional charge shall be to flow through to customers in the affected franchise areas the amount of Kenergy's franchise payments in said areas. The amount of such additional charge shall be determined and added to monthly customer billings for all customer classifications in the franchise area.

3. The additional charge to each customer's bill shall be determined as follows: (i) if Kenergy's franchise payment is based on a percentage of gross revenue, the same percentage shall be charged to the customer; (ii) if Kenergy's franchise payment is a fixed amount in excess of $5,000.00 annually, by a billing factor equal to the anticipated franchise payment for the franchise area, divided by the anticipated annual revenues of Kenergy for the area, multiplied by the customer's bill as otherwise determined under Kenergy's rate tariff.

4. The above billing factor shall be determined for each calendar year, subject to periodic review and adjustment during the year for any material changes affecting the billing factor. The amount by which the additional charges collected for any franchise area exceed or are less than the franchise payment due for such area shall be credited or charged by appropriate adjustment to the billing factor.

5. The amount of the additional charge shall be listed as a separate item on customers' bills, showing the amount and designating the unit of government to which the payment is due.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novack
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED February 1, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. _____

Original SHEET NO. 106

CANCELLING PSC NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE

Operation Roundup Voluntary Contribution

Standard Rider

Kenergy Corp. Operation Roundup is a rider to any and all rate schedules used by the Cooperative.

Terms and Conditions

Operation Roundup is a voluntary 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 assist Kenergy Corp. members in need of assistance with their electric bills and to assist charitable programs for the needy in Kenergy Corp. territory. All Kenergy Corp. members are given the opportunity to make a VOLUNTARY contribution to Kenergy Corp. Operation Roundup on each monthly billing statement. 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 Kenergy Corp.

DATE OF ISSUE March 1, 2016
Month / Date / Year

DATE EFFECTIVE April 1, 2016
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
James W. Gardner
ACTING EXECUTIVE DIRECTOR
TARIFF BRANCH
Bent Kirtley
EFFECTIVE
4/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

T

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 107 -110
CANCELLING PSC NO. 2
Original SHEET NO. 106-110

RULES AND REGULATIONS

FOR FUTURE USE

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City

PSC NO. 2

1st Revised SHEET NO. 111

CANCELLING PSC NO. 2

Original SHEET NO. 111

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 111 – Application for Electric Service

Each prospective member and/or spouse desiring electric service will be required to sign Kenergy's form "Application for Membership and Electric Service." Also, where applicable, theprospective member must sign a contract pertaining to his/her particular service. The prospective member must provide Kenergy with all necessary right-of-way easements. At the time of application for residential service, the prospective member must also furnish his/hertelephone number, mailing address, place of employment and name of spouse. Kenergy requests that the member furnish his/her social security number for the purpose of obtaining a credit check in order to avoid a security deposit. Any member who declines to supply his/hersocial security number may be subject to a security deposit. For non-residential service, a federal tax identification number may be submitted in place of a socialsecurity number. Kenergy will inform each applicant forservice of thetype, class and character of service available at the applicant's location pursuant to 807 KAR 5:006, Section 5, Part (3).

DATE OF ISSUE February 15, 2016
Month / Date / Year

DATE EFFECTIVE March 16, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

3/16/2016

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

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 112
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS
Schedule 112 – Right of Access

T

D

T Kenergy shall have access to meters, service connections, and other property owned by it and located on the Customer's premises for purposes of placing, locating, building, constructing, operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending, clearing right-of-way, and maintaining on, over, or under such lands and premises, or removing therefrom its electrical distribution system, new or existing lines, wires, poles, anchors and other necessary or appurtenant parts.

T Any employee of Kenergy whose duties require him to enter the customer's premises shall wear a
T distinguishing uniform or insignia, identifying him as an employee or agent of Kenergy, or carry on his/her
T person a badge or other identification which will identify him as an employee of Kenergy, the same to be shown upon request.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 113
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS

T **Schedule 113 – Refusal or Termination of Service**

T 1. Kenergy may refuse or terminate service to a customer only under the following conditions,
T except as provided in 807 KAR 5:006: (Section 14)

T FOR NONCOMPLIANCE WITH KENERGY'S TARIFFED RULES OR COMMISSION REGULATIONS

T Kenergy may terminate service for failure to comply with applicable tariffed rules or
T commission regulations pertaining to that service. However, Kenergy shall not terminate or refuse service to any customer for noncompliance with its tariffed rules or commission regulations without
T first having made a reasonable effort to obtain customer compliance. After such effort by Kenergy, service may be terminated or refused only after the customer has been given a least ten (10) days written termination notice pursuant to 807 KAR 5:006.

T FOR DANGEROUS CONDITONS

T If a dangerous condition relating to Kenergy's service, which could subject any person to
T imminent harm or result in substantial damage to the property of Kenergy or others, is found to exist on the customer's premises, the service shall be refused or terminated without advance notice.
T Kenergy shall notify the customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by Kenergy and shall include the corrective action to be taken by the customer or Kenergy before service can be restored or provided.
T However, if the dangerous condition can be effectively isolated or secured from the rest of the system, Kenergy need discontinue service only to the affected customer.

FOR REFUSAL OF ACCESS

T When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance or removal of Kenergy property, Kenergy may terminate or refuse service. Such action shall be taken only when corrective action negotiated between Kenergy and member has failed to resolve the situation and after

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novack
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 113A
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS

Schedule 113 – Refusal or Termination of Service

T the customer has been given at least ten (10) days written notice of termination pursuant to 807 KAR 5:006.

T FOR OUTSTANDING INDEBTEDNESS

T Except as provided in 807 KAR 5:006, Kenergy shall not be required to furnish new service
T to any customer who is indebted to Kenergy for service furnished or other tariffed charges until that customer has paid his indebtedness.

T FOR NONCOMPLIANCE WITH STATE, LOCAL OR OTHER CODES

T Kenergy may refuse or terminate service to a customer if the customer does not comply with
T state, municipal or other codes, rules and regulations applying to such service. Kenergy may terminate service pursuant to 807 KAR 5:006 only after ten (10) days written notice is provided, unless ordered to terminate immediately by a governmental official.

T FOR NONPAYMENT OF BILLS

T Kenergy may terminate service at a point of delivery for nonpayment of charges incurred for
T service at that point of delivery; however, Kenergy shall not terminate service to any customer for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of 807 KAR 5:006.

T a. Termination notice requirements for electric service. Kenergy shall mail or
T otherwise deliver to that customer ten (10) days written notice of intent to terminate. Under no circumstances shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill. The termination notice to residential customers shall include written notification to the customer of the existence of local, state and federal programs providing for the payment of Kenergy bills under certain conditions, and of the address

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Lawford Novak
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

RULES AND REGULATIONS
Schedule 113 – Refusal or Termination of Service

and telephone number of the Department for Social Insurance of the Cabinet for Human Resources to contact for possible assistance.

b. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular customer or customers are otherwise dictated by the terms of a special contract between the utility and customer which has been approved by the Commission.

FOR ILLEGAL USE OR THEFT OF SERVICE

Kenergy may terminate service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, Kenergy shall send written notification to the customer of the reasons for termination or refusal of service upon which Kenergy relies and of the customer's right to challenge the termination by filing a formal complaint with the Commission. This right of termination is separate from and in addition to any other legal remedies which Kenergy may pursue for illegal use or theft of service. Kenergy shall not be required to restore service until the customer has complied with all tariffed rules of Kenergy and laws and regulations of the Commission.

2. Kenergy shall not terminate service to a customer if the following conditions exist:

IF PAYMENT FOR SERVICE IS MADE

If following receipt of a termination notice for nonpayment, but prior to the actual termination of service there is delivered to Kenergy's office payment of the amount in arrears, service shall not be terminated.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 113C
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

T **Schedule 113 – Refusal or Termination of Service**

T IF A PAYMENT AGREEMENT IS IN EFFECT

T Service shall not be terminated for nonpayment if the customer and Kenergy have entered into a partial payment plan in accordance with 807 KAR 5:006 and the customer is meeting the requirements of the plan.

T IF A MEDICAL CERTIFICATE IS PRESENTED

T Service shall not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. Kenergy may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with 807 KAR 5:006. Kenergy shall not require a new deposit from the customer to avoid termination of service for a thirty (30) day period who presents to Kenergy a medical certificate certified in writing by a physician, registered nurse or public health officer.

T Kenergy shall not terminate service for thirty (30) days beyond the termination date if the Kentucky Cabinet for Human Resources (or its designee) certifies in writing that the customer is eligible for the Cabinet's Energy Assistance Program or household income is at or below 130 percent of the poverty level, and the customer presents such certificate to Kenergy. Customers eligible for such certification from the Cabinet for Human Resources shall have been issued a termination notice between November 1st and March 31st. Certificates shall be presented to Kenergy during the initial ten (10) day termination notice period. As a condition of the thirty (30) day extension, the customer shall exhibit good faith in paying his indebtedness by making a present payment in accordance with his ability to do so. In addition, the customer shall agree to a repayment plan in accordance with 807 KAR 5:006, which will permit the customer to become current in the payment of his bill as soon as possible but not later than October 15th. Kenergy shall not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents a

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 113D
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 113 – Refusal or Termination of Service

T

T certificate to Kenergy certified by the Kentucky Cabinet for Human Resources (or its designee) that the customer is eligible for the Cabinet's Energy Assistance Program or whose household income is at or below 130 percent of the poverty level.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Stanford Novick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

T

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
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Original SHEET NO. 114 - 120
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RULES AND REGULATIONS

FOR FUTURE USE

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(Signature of Officer)
TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 121
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SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 121 – Point of Delivery

T

T The point of delivery is the point as designated by Kenergy on customer's premises. A customer requesting a point of delivery different from the one designated by Kenergy will be required to pay the additional cost of providing the service at such delivery point. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the customer.

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ISSUED BY _____
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TITLE President and CEO

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IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
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By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 122

CANCELLING PSC NO. 1

SHEET NO. _____

RULES AND REGULATIONS

Schedule 122 – Customer Liability

T

The customer shall assume responsibility for service upon his premises at and from the point of delivery thereof, and for wires, apparatus, devices, and appurtenances thereon used in connection with service. The
T customer shall indemnify, save harmless and defend Kenergy against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of current by customer at or on the customer's side of point of delivery.

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IN CASE NO. 2008-00323 DATED January 29, 2009

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By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 123
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 123 - Service Entrance Location

T

N

Customer shall install and maintain the service entrance conduit or service equipment and provide a suitable attachment for Kenergy's service conductors. The attachment shall be of sufficient strength to support or hold Kenergy's service conductors and maintain standard clearances. Customer shall extend its' service conductors, the greater of (1) the NEC requirement, or (2) 18 inches out of the service entrance, and identify the neutral conductor for all service, and the high leg for three-phase service.

The service entrance shall be the specific point where customer's facilities connect with Kenergy's facilities, which location shall be mutually agreed upon in advance, when possible, between the parties.

All connections, permanent or temporary, between Kenergy's service conductors and customer's wiring shall be installed and/or removed only by authorized representatives of Kenergy.

Should, for any reason, customer's service entrance be inaccessible to Kenergy, or customer desires that the entrance be at a location other than that closest to Kenergy lines, the cost of such further special construction as may be necessary may require an appropriate contribution from customer to cover the cost of the additional service length.

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By _____
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FOR ALL TERRITORY SERVED
Community, Town or City
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Kenergy
Henderson, Kentucky

RULES AND REGULATIONS
Schedule 124 – Service Conditions

	AVAILABILITY	CHARACTER OF SERVICE	APPLICATION
T	Overhead	Single Phase 120/240 V, 3-Wire 240/480 V, 3-Wire	Residential Non-Residential
		Three-Phase 120/208 or 277/480 V, 4-Wire 120/240 or 240/480 V, 4-Wire	Three-Phase Demand Non-Residential
		Primary Service 7200 or 14400 V, 2-Wire 12470 or 24940 V, 4-Wire	Non-Residential Three-Phase Demand Non-Residential
	Underground	Single Phase 120/240 V, 3-Wire 240/480 V, 3-Wire	Residential Non-Residential Cost Differential Applied when Applicable
		Three-Phase 120/208 or 277/480 V, 4-Wire	Residential Three-Phase Demand Non-Residential Cost Differential Applied when Applicable
		Primary Service 7200 or 14400 V, 2-Wire 12470 or 24940 V, 4-Wire	Non-Residential Three-Phase Demand Non-Residential Cost Differential Applied when Applicable

Service voltages other than listed above may be available on request and at customers' cost.

The delivery point, typically the meter, shall be where customer's facilities connect with Kenergy's facilities, as close to existing Kenergy facilities as is safely possible, and mutually agreed upon in advance when possible.

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By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
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PSC NO. 2
Original SHEET NO. 124A
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 124 – Service Conditions

N

N Meters shall be easily accessible for reading, testing and making necessary adjustments and repairs and shall be located at site designated by Kenergy Corp. personnel.

All connections, temporary or permanent, shall be installed/removed by Kenergy or under Kenergy supervision.

Any objectionable disturbance or fluctuations caused by customer's use of service shall be corrected by suitable apparatus at customer's expense.

Customer shall exercise proper care in use of Kenergy facilities. Any damage from misuse shall be corrected at customer's expense.

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TITLE President and CEO

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SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 125
CANCELLING PSC NO. 1
Original SHEET NO. 125

RULES AND REGULATIONS
Schedule 125 - Inspections

Pursuant to 807 KAR 5:006, Section 14(e), Kenergy shall not initiate new permanent electric service until the required certificate of approval has been issued by a certified electrical inspector if required by local or state government.

T Kenergy shall not be required to render service to any customer until any defects in the customer-owned portion of the service facilities have been corrected.

Kenergy shall not initiate permanent electric service to a customer until a final certificate or approval, wherever applicable, shall have been issued by a certified electrical inspector, pursuant to 815 KAR 7:020 (16) (C) 1.

Wiring systems that are substantially complete may be granted a permanent service type connection. This temporary connection would be for completion of the house or facility, only, and is not to be used for any form of occupancy or permanent use. The connection will be for a reasonable time, not to exceed three (3) months. Prior to Kenergy granting this type connection, written notice agreeing to these terms must be signed by an electrical inspector, electrical contractor, and property owner.

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ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
7/15/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
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RULES AND REGULATIONS

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SECTION 9 (1)

By
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 136
CANCELLING PSC NO. 1
SHEET NO.

Kenergy
Henderson, Kentucky

T

RULES AND REGULATIONS
Schedule 136 – Extensions to Permanent Overhead Service

Distribution Line Extensions

(1) Normal Extensions – An extension of 1,000 feet or less of single phase line shall be made by a utility to its existing distribution line without charge for a prospective customer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service. The "service drop" to customer premises from the distribution line at the last pole shall not be included in the foregoing measurements. This distribution line extension shall be limited to service where installed transformer capacity does not exceed 25 KVA. Any utility which extends service to a customer who may require polyphase service or whose installed transformer capacity will exceed 25 KVA may require the customer to pay in advance additional cost of construction which exceeds that for a single phase line where the installed transformer capacity does not exceed 25 KVA.

(2) Other Extensions:

(a) When an extension of the utility's line to serve an applicant or group of applicants amounts to more than 1,000 feet per customer, the utility may, if not inconsistent with its filed tariff, require total cost of the excessive footage over 1,000 feet per customer to be deposited with the utility by the applicant or applicants, based on the average estimated cost per foot of the total extension.

(b) Each customer receiving service under such extension will be reimbursed under the following plan: Each year, for a refund period of not less than ten (10) years, the utility shall refund to the customer(s) who paid for the excessive footage the cost of 1,000 feet of extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. Total amount refunded shall not exceed the amount paid the utility. No refund shall be made after the refund period ends.

(c) For additional customers 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 1,000 feet of line less the length of the lateral or extension.

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FOR ALL TERRITORY SERVED
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Original SHEET NO. 136A

CANCELLING PSC NO. 1

SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 136 – Extensions to Permanent Overhead Service

T

(3) An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year, for a period of not less than ten (10) years, the utility shall refund to the applicant who paid for the extension a sum equivalent to the cost of 1,000 feet of the extension installed for each additional customer connected during the year. Total amount refunded shall not exceed the amount paid to the utility. No refund shall be made after the refund period ends.

(4) Nothing contained herein shall be construed as to prohibit a utility from making extensions under different arrangements if such arrangements have been approved by the Commission.

(5) Nothing contained herein shall be construed to prohibit a utility from making at its expense greater extensions than herein prescribed, if similar free extensions are made to other customers under similar conditions.

(6) Upon complaint to and investigation by the Commission, a utility may be required to construct extensions greater than 1,000 feet upon a finding by the Commission that such extension is reasonable.

N

(7) Right of Way and Easements – Applicants shall furnish suitable right of way and easements for Kenergy's facilities within a reasonable time to meet service requirements. Applicants shall perform such services as necessary to facilitate construction and accessibility by Kenergy to the area, including approximation of final grade.

(8) Land Rights – Suitable land rights shall be granted to Kenergy, obligating the applicant and any subsequent property owners to provide continuing access to Kenergy for the operation, maintenance and/or replacement of its facilities, and to prevent any encroachments upon Kenergy's easement or any substantial change in grade or elevation.

(9) Contractual Agreements – Individual contractual agreements may be required with respect to individual service applications, including but not limited to subdivisions, commercial or business services, or unusual cases.

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

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 137
CANCELLING PSC NO. 2
First Revised SHEET NO. 137

RULES AND REGULATIONS
Schedule 137 – Distribution Line Extensions to Mobile Homes

T (1) All extensions of up to 300 feet from the nearest facility shall be made without charge, excluding service drop to customer premise from the distribution line at the last pole.

T (2) For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, excluding service drop, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet. Beyond 1,000 feet, the extension policies set forth in 807 KAR 5:041, Section 11 shall apply.

(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 does 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, or has not been subsequently approved by Kenergy Corp. to receive a refund.

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(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bent Kirtley
EFFECTIVE
9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 138 – Temporary, Seasonal or Services of Questionable Tenure

Temporary, seasonal or services of questionable tenure shall be construed to mean a party or establishment whose need for electric service, both as to amount and permanency, cannot be reasonably assured and same shall include, but not limited to, oil and coal facilities, farming operations, lakes, and summer cottages, recreational areas, campsites and construction sites, etc. A customer requesting such service will be required to pay an advance contribution in aid of construction equal to the cost of construction, excluding service drop, transformer(s) and metering. Based upon Kenergy's determination of the minimum annual KWH usage required to amortize the cost of such facilities over a ten-year period, customer's advance contribution will be refunded annually over a ten-year period, in ten equal amounts, for each year service is continued. The annual refund amount shall, however, be reduced to the extent that customer may fail to satisfy its designated minimum annual KWH usage. Should said service be discontinued for a period of 60 consecutive days, consumer shall forfeit any then remaining contribution which may be subject to refund.

Transformers and meters will be furnished by Kenergy except where requirements may be contrary to standard voltages, and in which case the transformer cost will be considered as materials as referred to above. Kenergy shall retain ownership of these facilities and provide necessary maintenance thereof.

I A service charge of $6.50 shall be applicable to any disconnecting or reconnecting of seasonal and temporary services.

When more than one customer requests service from the same distribution extension at the same time, a mutual agreement of shared cost between the customers may be approved by Kenergy. Costs incurred for the construction of temporary services in which all or a part of the facilities will be used for permanent service will then be based on the type of permanent service ultimately connected.

Special situations may arise for a special type of service, and in which case the service will be negotiated on an individual basis as to voltage, contribution, contract, etc.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Second Revised SHEET NO. 139
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First Revised SHEET NO. 139

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 139 – Extensions to Permanent Underground Service

Kenergy will extend underground electric distribution systems for all new customers and subdivisions in accordance with Kentucky Public Service Commission Regulation 807 KAR 5:041, Section 21, and the following conditions:

(a) Right of Way and Easements – Applicants shall furnish suitable right of way and easements for Kenergy's underground facilities within a reasonable time to meet service requirements. Applicants shall perform such services as necessary to facilitate construction and accessibility by Kenergy to the area, including approximation of final grade.

T Land Rights – Land rights granted to Kenergy as part of a service application process obligates the applicant and any subsequent property owners to provide continuing access to Kenergy suitable for the operation, maintenance and/or replacement of its facilities, and to prevent any encroachments upon Kenergy's easement or any substantial change in grade or elevation.

(b) Contractual Agreements – Individual contractual agreements may be required with respect to individual service applications, including but not limited to subdivisions, commercial or business services, or unusual cases.

(c) Customer Responsibility – Customer shall install trench and conduit as per Kenergy specifications for all services as well as any needed primary distribution system extensions. In the event customer is unable to provide such installation and Kenergy agrees to perform or have performed same on customer's behalf, applicants shall pay a non-refundable "cost
T differential charge" equal to the cost differential of Kenergy's cost of underground with
T trenching versus Kenergy's cost of underground without trenching as per Section (d) of this Schedule 139.

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IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fifth Revised SHEET NO. 139A
CANCELLING PSC NO. 2
Fourth Revised SHEET NO. 139A

RULES AND REGULATIONS

Schedule 139 – Extensions to Permanent Underground Service

(d) Underground Vs. Overhead Cost Differential

The following cost estimates are prepared from the unit cost information filed with the Kentucky Public Service Commission annually and are available for review upon request:

I Underground Cost Per Foot..... $18.32
I Overhead Cost Per Foot..... $25.21
Differential (customer installed trench and conduit) Cost Per Foot.....None

R Differential Cost Per Foot for trenching by Contractor.....$ 6.00
(plus conduit at actual Kenergy cost)

R Differential Cost Per Foot for trenching by Kenergy.....$15.04
(plus conduit at actual Kenergy cost)

If substantial rock is encountered and Kenergy has agreed to install the trench and conduit, customer will reimburse Kenergy for any additional costs.

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(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
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FOR ALL TERRITORY SERVED
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Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 140 – Relocation of Lines

T When Kenergy is requested or required to relocate facilities, for any reason, including existing or possible National Electric Safety Code (NESC) violations, the entire expense will be paid by the firm, person or persons requesting the relocation or planning activity that necessitates such relocation. Exceptions to this will be when one or more of the following conditions are met:

1. The relocation is made for the convenience of Kenergy.
2. The relocation will result in a substantial improvement in Kenergy facilities or accessibility of same.
3. The relocation is associated with a planned system improvement project that can be done at the same time.
4. The relocation is done in order to comply with NESC minimum requirements and the construction of a permanent residence that will be receiving electric service is included. In this case, the cost, if any to the customer, will be the difference in the relocation cost and the average cost anticipated for new customer extensions for the year the relocation is done.

The customer shall be responsible for the entire cost of relocation of facilities to accommodate structures or buildings that will not require electric service from Kenergy.

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TITLE President and CEO

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IN CASE NO. 2008-00323 DATED January 29, 2009

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By Executive Director

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Kenergy

Henderson, Kentucky

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RULES AND REGULATIONS
Schedule 141 – Operation of Motors

Proper operation of motors is necessary to minimize objectionable starting and operating effects upon Kenergy's distribution system and other customers. Therefore, the customer's equipment shall be subject to the following conditions:

Single Phase Motors – Single phase motors will be permitted if the design locked-rotor current at 240 volts is not more than 260 amperes and if no more than 260 amperes is required at any time during the starting cycle. This is equivalent to a 10 h.p. Code G (6.29 KVA/hp) motor.

Single-phase motors that exceed this condition may be permitted by specific approval of Kenergy where the primary voltage drop can be held to acceptable limits during motor starting.

Phase Converters – Phase converters supplying three-phase motors may, following specific approval of Kenergy, be installed on the system within the same limitations required of single phase motors.

Three-Phase Motors – Three-phase motors will be permitted if the design locked-rotor current at 240 volts is no more than 260 amperes (130 amperes at 480 volts) and if no more than 260 amperes is required at any time during the starting cycle. This is equivalent to a 25 h.p. Code E (6.29 KVA/hp) motor. Motors larger than these ratings require Kenergy's approval and may require a current reducing starting.

Quantity of Motors – Generally, there is no limit on the number of motors that may be operated at one time, provided the motors are started individually and comply with Items 1 or 3 above, and the total demand for single phase service does not exceed 50 KVA. If motors are started in combination, the maximum total in rush current shall be no greater than allowed for a single motor. Exception to the total demand criteria (only) may be granted on a case-by-case basis.

Power Factor – Power factor is to be maintained at 90% or greater. If customer, upon notification from Kenergy, does not correct power factor, a penalty will be applied by an amount that is specified in the tariff covering power factor penalty.

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(Signature of Officer)

TITLE President and CEO

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EFFECTIVE
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By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
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T **RULES AND REGULATIONS**

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SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
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CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS

T **Schedule 151 – Type of Meter Installations**

D a) Separate Meter and Billing for Each Service - Any customer desiring service at two or more separately metered points of connection to the system shall be billed separately at each point and the registration of such meters shall not be added for billing purposes.

T b) Self-Contained – Kenergy normally will install and maintain one socket-type watt-hour meter and appropriate demand meters when required for each service installed with a 200 amp capacity or less. Customer shall provide, install and maintain the meter socket and associated service equipment. Single-phase service with a 400-amp capacity will be metered by a socket-type
T watt-hour meter furnished by Kenergy and customer shall provide, install and maintain the meter socket and associated service equipment.

c) Instrument Transformer (Secondary) – The characteristics or amp capacity of customer's
T service may require instrument transformer metering equipment. Kenergy will furnish, install and maintain all instrument transformers for metering, meter enclosures, conduits, meter, etc. If instrument transformer cabinets are required, customer will furnish, install and maintain the cabinet and associated conduit and equipment, whether inside or outside. Customer will be responsible for
T securing from Kenergy the size cabinet required for customer's individual service.

d) Instrument Transformer (Primary) – Primary-metered service can be furnished to customer
T upon Kenergy approval. Kenergy will furnish, install and maintain necessary metering equipment on its facilities. Customer will own, install, maintain, and operate all facilities on the load side of the metering equipment.

e) Unmetered Services – Certain special installations, while having relatively constant usage, such as highway lighting, signals, signs, telephone booths, etc., may be impractical for individual metering. Such service may be negotiated by contract and billed at a flat monthly rate as based upon historical data.

T f) Meter Pole – If required, customer shall provide pole suitable to Kenergy's standards.

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DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 152
CANCELLING PSC NO. 2
Third Revised SHEET NO. 152

RULES AND REGULATIONS
Schedule 152 – Meter Readings

(a) Meters shall be easily accessible for reading, testing and making necessary adjustments and repairs and shall be located at the site designated by Kenergy Corp. personnel.

D

(b) Registration of each meter shall read in the same units as used for billing unless a conversion factor is shown on the billing form.

DATE OF ISSUE July 13, 2021
Month / Date / Year
DATE EFFECTIVE June 24, 2021
Month / Date / Year
ISSUED BY _____
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00066 DATED June 24, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/24/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fifth Revised SHEET NO. 153
CANCELLING PSC NO. 2
Fourth Revised SHEET NO. 153

RULES AND REGULATIONS
Schedule 153 – Meter Tests

All new meters shall be checked for accuracy before installation. Kenergy will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Kentucky Public Service Commission. Kenergy will make additional test of
R meters at the request of the member upon payment of a $74.00 fee. When the test is made at the customer's request and it shows the meter is accurate, within 2% slow or fast, no adjustment will be made to the customer's bill and the fee paid will be forfeited to help cover cost of the requested test. When the test shows the meter to be in excess of 2% slow or fast, appropriate adjustments will be made to the customer's bill. Refunds will be made in accordance with the Kentucky Public Service Commission General Rules
R 807 KAR 5:006 Section 10(2). If the test shows the meter to be more than 2% fast the $74.00 fee paid by the customer shall be refunded.

FAILURE OF METER TO REGISTER OR METER TEST RESULTS ARE FAST OR SLOW

In the event a customer's meter should fail to register, the customer shall be billed from the date of such failure in accordance with 807 KAR 5:006, Section 10(2). If test results on a customer's meter show an average error greater than two percent (2%) fast or slow, or if a customer has been incorrectly billed for any other reason, except in an instance where Kenergy has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a customer, Kenergy shall immediately determine the period during which the error has existed, and shall recompute and adjust the customer's bill to either provide a refund to the customer or collect an additional amount of revenue from the under billed customer. Kenergy shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If the customer and Kenergy are unable to agree on an estimate of the time period during which the error existed, the Kentucky Public Service Commission shall determine the issue. In all instances of customer over billing, the member's account shall be credited or the over billed amount refunded at the discretion of the customer within thirty (30) days after final meter test results. Kenergy shall not require customer repayment of any under billing to be made over a period shorter than a period coextensive with the under billing.

DATE OF ISSUE August 16, 2024
Month / Date / Year
DATE EFFECTIVE August 1, 2024
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 154
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS
Schedule 154 - Tampering

T If the meters or other property belonging to Kenergy are tampered with, the customer being
T supplied through such equipment shall pay the amount which Kenergy may estimate is due for
T service rendered, but not registered on Kenergy's meter and for such replacement and repairs as are necessary, as well as for costs of inspection, investigation and protective installations.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novack
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

First Revised SHEET NO. 155

CANCELLING PSC NO. 2

Original SHEET NO. 155

RULES AND REGULATIONS
Schedule 155 – Levelized Budget Billing Payment Plan

LEVELIZED BUDGET BILLING PAYMENT PLAN

The Cooperative will offer to single phase accounts a Levelized Budget Billing Plan under the following conditions.

TERMS OF LEVELIZED BUDGET BILLING:

1. Single phase accounts who qualify 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 14, 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 this 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. Payment dates and payment terms remain the same as for normal billing. Participants in levelized billing must pay the full amount of the levelized payment each month by the due date.
4. Failure to pay the full levelized amount, failure to pay a collection fee, disconnect for nonpayment, illegal use of service or theft of service will result in removal of the account from the levelized program. Accounts removed from the levelized program are placed on the normal billing program and any levelized balance is applied to the actual current billing.
5. Requirements for levelized billing are: (1) 12 months of service at the location; (2) account is paid up-to-date; and, (3) satisfactory credit history.

CALCULATIONS FOR MONTHLY BILLING:

The monthly bill will be based on a moving monthly average. This average is calculated using the amount of the last 12 month's bills based on the KWH usage and approved rates for each month, including the current month. Therefore, each month's electric bill will not be exactly the same, and the electric bill will vary from month to month. 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.

DATE OF ISSUE January 9, 2025
Month / Date / Year

DATE EFFECTIVE October 1, 2025
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED January 7, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
10/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 156

CANCELLING PSC NO. _____

_____ SHEET NO. _____

N

RULES AND REGULATIONS
Schedule 156– Fixed Budget Billing Payment Plan

FIXED BUDGET BILLING PLAN

All single-phase customers may elect to pay a fixed amount (budget plan amount) each month for the budget year in lieu of monthly billings based on actual KWH usage. The monthly budget plan amount will be determined by Kenergy based, under normal circumstances, on a minimum of one-twelfth ($1/12^{th}$) of the estimated annual billed amount, subject to review and adjustment during the budget year. The budget year is the twelve months as shown below:

BUDGET YEAR	SETTLEMENT MONTH
October - September	September

At the end of the budget year, in the settlement month, appropriate adjustments shall be made with regard to any difference in the total of payments made and customer's actual billed amount, with any over-payment refunded or any under-payment billed to the customer over the following twelve (12) months.

This billing arrangement may continue in effect until either party notifies the other as to a discontinuance of same or as to a change in the budget amount or any terms and conditions of the agreement. In the event service is disconnected for failure of customer to pay the budget amount, the entire amount for service actually received to date of disconnect shall become immediately due and payable and the agreement shall terminate.

Failure to receive a bill in no way exempts customer from the provisions of these TERMS AND CONDITIONS.

DATE OF ISSUE January 9, 2025
Month / Date / Year

DATE EFFECTIVE October 1, 2025
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED January 7, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
10/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 161
CANCELLING PSC NO. 1
SHEET NO.

Kenergy

Henderson, Kentucky

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RULES AND REGULATIONS
Schedule 161 – Membership Fee

Each prospective customer shall pay the membership fee of five ($5.00) dollars. The membership fee will be refunded if all bills are paid, or applied against any unpaid bills of the customer at the time service is discontinued.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 162
CANCELLING PSC NO. 1
Original SHEET NO. 162

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 162 – Deposits
(Excluding Three-Phase Over 1,000 KW & Special Contracts)

T Kenergy may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection. Kenergy may offer customers the option of paying one-half of their deposit prior to providing service and making installments for the remaining half over a period not to exceed the first two normal billing periods. Service may be refused or disconnected for failure to pay the requested deposit.

Generally, deposits will be required from customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Kenergy), as well as historic and ongoing payment and credit history with Kenergy. Satisfactory payment criteria with Kenergy may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.

T At the time service is requested, deposits for residential customers may be waived if an acceptable letter of credit from another utility for the past twelve (12) consecutive month's service period is provided, or customer has acceptable credit reported from a credit reporting agency ("CRA") with which the Cooperative has entered a contractual agreement. Deposits for non-residential customers may be waived if an acceptable bank letter of credit or surety bond is provided.

If a customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Kenergy in its sole discretion, Kenergy may require a new or additional deposit from the customer. A new or additional deposit may also be required if the customer's classification of service changes or if there is a substantial change in usage.

Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to the customer's bills, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to the customer's bill prior to 12 months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to the customer.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 162 – Deposits
(Excluding Three-Phase Over 1,000 KW & Special Contracts)

Residential deposits will be retained for a period not to exceed twelve (12) months, provided the customer has met satisfactory payment and credit criteria. Non-residential deposits will be maintained as long as the customer remains on service.

If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than $10.00 for a residential customer or 10 percent for a non-residential customer, Kenergy may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculations.

DEPOSIT AMOUNT

I Residential customers, as defined under Sheet No. 1, will pay a deposit in the amount of $366.00 which is calculated in accordance with 807 KAR 5:006, Section 8(1)(b).

Non-residential and three-phase customers under 1,000 KW deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the load information provided by customer. The deposit amount shall not exceed 2/12ths of the customer's actual or estimated annual bill where bills are rendered monthly.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Third Revised SHEET NO. 163
CANCELLING PSC NO. 2
Second Revised SHEET NO. 163

RULES AND REGULATIONS
Schedule 163 - Billing

Kenergy's billing period is on a monthly basis and shall be flexible so as to allow various billing cycles based upon the date of the monthly meter reading. Each month, Kenergy shall render an electric service statement to each customer for approximately thirty (30) days of service. The customer shall pay the net amount of bill within sixteen (16) days of the date bill was rendered. If payment is not received by Kenergy within twenty (20) days of the date bill was rendered, the gross amount (as defined in the Rate Schedule) shall be due. The late payment charge shall only by assessed one time for any bill rendered for services. Failure to receive the bill will not release the customer from payment obligation.

D

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Fifth Revised SHEET NO. 164

Henderson, Kentucky

CANCELLING PSC NO. 2

Fourth Revised SHEET NO. 164

Monthly Billing Format

Kenergy
6402 Old Corydon Rd. · P.O. Box 18
Henderson, KY 42419-0018
Your Touchstone Energy® Cooperative

Contact us:
7:30-4:30 Mon-Fri
1-800-844-4832

Or visit us at:
kenergycorp.com

Account Number

BILLING SUMMARY

Previous Balance	63.84
Payments	63.84 CR
Balance Forward	0.00
Current Charges	170.47
Amount Due 10/29/2016	**170.47**
Due After 11/03/2016	**178.99**

Page 1 of 2

Pay by phone: 1.844.255.3679

Messages

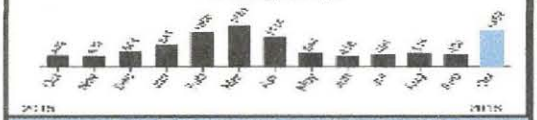
As part of an ongoing commitment to improve your service and control costs, Kenergy is pleased to announce it will upgrade its meters. In the coming months, cooperative crews and Apex CoVantage, a Kenergy contractor, will work together to change out meters. It is not necessary for you to be present when your meter is changed.

Account # HOUSE Rate 1-06 RESIDENTIAL-Cycle 6

Meter Reading Details Meter

Current Reading	09/20/2016	1400
Previous Reading	08/23/2016	0048
Total Usage		1352

Monthly Usage



	Days Bmd	kWh/Day	Cost/Day	Avg High	Avg Low
This Month	31	44	$4.63	59	42
Last Month	30	13	$2.27	44	29
Last Year	28	17	$2.43	45	28

Detail of Charges

Customer Charge		18.20
KWH Charge	1352 KWH @ 0.102642	137.86
Fuel Adjustment Clause	1352 KWH @ 0.001160	1.62
Environmental Surcharge	1352 KWH @ 0.005825	7.93
Member Rate Stability Mechanism	1352 KWH @ -0.001219	-1.65
Non FAC PPA Rider	1352 KWH @ 0.001024	1.44
Total Power Supply Adjustments		9.34
Rate Increase for 3% School Tax		4.97
Total Taxes and Fees		4.97
Total Account Balance		170.47

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☐ Check here for address/phone number change and complete back.

☐ YES! Please enroll my account in Operation RoundUp. Visit: www.kenergycorp.com for details.

☐ Operation RoundUp one time donation: _____

Account #:			
	Amount Due	10/29/2016	170.47
	Amount Due After	11/03/2016	178.99

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Kenergy Corp.
P.O. Box 1389
Owensboro, KY 42302-1389

Kenergy
6402 Old Corydon Rd. · P.O. Box 18
Henderson, KY 42419-0018
Your Touchstone Energy® Cooperative

1906512905103010000095000000099750414201 67

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

First Revised SHEET NO. 165

CANCELLING PSC NO. 2

Original SHEET NO. 165

RULES AND REGULATIONS
Schedule 165– Budget Billing

All single-phase customers may elect to pay a fixed amount (budget plan amount) each month for the budget year in lieu of monthly billings based on actual KWH usage. The monthly budget plan amount will be determined by Kenergy based, under normal circumstances, on a minimum of one-eleventh ($1/11^{th}$) of the estimated annual usage, subject to review and adjustment during the budget year. The budget year is the twelve months as shown below:

BUDGET YEAR	SETTLEMENT MONTH
October - September	September

At the end of the budget year, in the settlement month, appropriate adjustments shall be made with regard to any difference in the total of payments made and customer's actual usage, with any over-payment refunded or any under-payment billed to the customer and due and payable on the date specified.

This billing arrangement may continue in effect until either party notifies the other as to a discontinuance of same or as to a change in the budget amount or any terms and conditions of the agreement. In the event service is disconnected for failure of customer to pay the budget amount, the entire amount for service actually received to date of disconnect shall become immediately due and payable and the agreement shall terminate.

Failure to receive a bill in no way exempts customer from the provisions of these TERMS AND CONDITIONS.

T This tariff sheet will expire September 30, 2025.

DATE OF ISSUE January 9, 2025
Month / Date / Year

DATE EFFECTIVE January 7, 2025
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED January 7, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
1/7/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 166
CANCELLING PSC NO. 1
Original SHEET NO.

RULES AND REGULATIONS
Schedule 166 – Partial Payment Plan

Residential customers who are unable to pay their bills in accordance with Kenergy's regular payment terms may come to Kenergy's office during normal business hours to make arrangements for a partial T payment plan and retention of service. Such arrangements shall be made before the scheduled disconnect date as printed on the late notice and before the arrival at the service location of Kenergy field collection personnel, if meter is not able to be remotely disconnected.

The agreement will be mutually agreed upon and reasonable and in accordance with the provisions set forth in 807 KAR 5:006, Section 15, Refusal or Termination of Service, and Section 16, Winter T Hardship Reconnection. The agreement shall be in writing and signed by the customer or by verbal agreement as recorded by Kenergy equipment. The agreement will state and the customer will be advised that should they fail to honor the payment schedule mutually agreed upon, the customer's service may be disconnected without prior additional notice.

DATE OF ISSUE August 16, 2024
Month / Date / Year

DATE EFFECTIVE August 1, 2024
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00276 DATED July 31, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
7/31/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 167
CANCELLING PSC NO. 1
Original SHEET NO. 167

RULES AND REGULATIONS
Schedule 167 – Monitoring Usage

Kenergy has established the following procedure for monitoring customer usage so as to detect any unusual deviations in individual customer usage and the reasons for such deviation:

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1. A computerized billing system is utilized to automatically alert Kenergy to any monthly meter reading which would cause KWH usage to be significantly higher or lower than usual. The criteria employed in the computer program to determine "high" usage is the current month's KWH usage being at least 100% higher than the prior month's usage and at least 100% higher than the same month's usage in the previous year. The "low" usage computer program criteria is the current month's KWH usage is at least 50% less than the prior month's usage and at least 50% less than the same month's usage in the previous year. Based on these criteria, a computer exception report is produced daily that identifies customers' accounts which have significantly higher or lower KWH usage.

2. The daily high/low exception report is reviewed by Kenergy billing personnel, wherein they consider the type of service, past KWH usage history, weather conditions, or other unique circumstances in trying to determine cause. If the cause for deviation cannot be determined from analysis of customer's billing records, Kenergy will contact customer by phone or in writing for additional information.

3. Where the deviation is not otherwise explained, Kenergy will test the customer's meter to determine proper registration as prescribed by regulations of Kentucky Public Service Commission. Kenergy will notify the customer of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10(4) and (5). Kenergy will use the same process to investigate usage deviations brought to its attention as a result of its ongoing meter reading programs or by customer inquiry.

DATE OF ISSUE June 3, 2015
Month / Date / Year

DATE EFFECTIVE July 15, 2015
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
7/15/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 167A
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS
Schedule 167 – Monitoring Usage

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T USAGE INVESTIGATION

If Kenergy's procedure for monitoring usage indicates that an investigation of a customer's usage is necessary, the utility shall notify the customer 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 utility shall notify the customer by the most expedient means available.

CUSTOMER NOTIFICATION

If a meter is tested and it is found necessary to make a refund or back-bill a customer, the customer shall be notified in substantially the following form:

On _____, 20__, the meter bearing identification number _____, installed in your building located at _____ (number and Street) in _____ (city) was tested at _____ (on premises or elsewhere) and found to register _____ (percent fast or slow). The meter was tested on a _____ (periodic, request, complaint) test.

Based upon this we herewith _____ (charge or credit) with the sum of $_____, which amount has been noted on your regular bill. If you desire a cash refund rather than a credit to your account, of any amount overbilled, you must notify this office in writing within seven (7) days of the date of this notice.

STATUS OF CUSTOMER ACCOUNTS DURING BILLING DISPUTE

With respect to any billing dispute to which Section 10 of this administrative regulation does not apply, customer accounts shall be considered to be current while the dispute is pending as long as a customer continues to make undisputed payments and stays current on subsequent bills.

DATE OF ISSUE January 29, 2009
Month / Date / Year

DATE EFFECTIVE February 1, 2009
Month / Date / Year

ISSUED BY Sanford Novick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 168
CANCELLING PSC NO. 1
SHEET NO.

RULES AND REGULATIONS

Schedule 168 - Taxes

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The sales and use tax imposed under KRS Chapter 139 shall be added to the bill of all applicable customers. If a school tax is imposed by a school district rates shall be increased in that district by the amount of the school tax imposed, as authorized under KRS 160.617.

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ISSUED BY
(Signature of Officer)

TITLE President and CEO

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IN CASE NO. 2008-00323 DATED January 29, 2009

PUBLIC SERVICE COMMISSION
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2/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
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PSC NO. 2
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T

RULES AND REGULATIONS

FOR FUTURE USE

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By
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
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Original SHEET NO. 177
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Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 177 – Customer Requested Service Termination

T Any customer desiring service terminated or changed from one address to another shall give Kenergy
T three (3) working days' notice in person, in writing, or by telephone or email, provided such notice does not violate contractual obligations or tariff provisions. The customer shall not be responsible for charges for service beyond the three (3) day notice period if the member provides reasonable access to the meter during
T the notice period. If the customer notifies Kenergy of his request for termination by telephone, the burden of proof is on the customer to prove that service termination was requested if a dispute arises.

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By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
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SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS
Schedule 178 – Continuity of Service

T (a) Kenergy shall use reasonable diligence to provide a constant and uninterrupted supply of electrical
T 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 disputes, or by action of the elements or by inability to secure right(s)-of-way easements or for any other cause beyond the reasonable control of Kenergy, Kenergy shall not be liable.

T (b) Kenergy may, as deemed necessary, suspend the supply of electric energy to any customer(s) for the purpose of making repairs, changes or improvements upon its system.

N (c) Customer shall give Kenergy immediate notice of any interruption or irregularities or unsatisfactory service and of any defects known to the customer.

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Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2

Original SHEET NO. 179

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SHEET NO. _____

RULES AND REGULATIONS

T **Schedule 179 – Emergency Services Performed for Customer**

T Kenergy employees are prohibited from making repairs or performing services to customer equipment or property except in case of emergency or to protect the public or customer's person or
T property, in which event, Kenergy may charge for such services rendered at the rate of time and
T materials used; provided, however, that this provision creates no duty on the part of Kenergy or its employees to inspect, repair, or perform service to customer's equipment or property, or to protect the public or customer's person or property.

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By _____
Executive Director

FOR ALL TERRITORY SERVED
Community, Town or City
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SHEET NO.

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

T Schedule 180 – Capacity and Energy Emergency Plan

Purpose – To provide a plan for reducing the consumption of electric energy on Kenergy's system in the event of a severe electric energy shortage.

The following customer curtailment priority levels have been established:

I. Essential Health and Safety Uses (as defined in Appendix A)

II. Residential Use

III. Commercial and Industrial Uses

IV. Nonessential Uses – Make Public Appeal for Voluntary Load Reduction (as defined in Appendix B)

Procedures – Kenergy's wholesale power supplier, Big Rivers Electric Corporation ("BREC"), will notify Kenergy in the event of a severe electric energy shortage and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction.

Kenergy will take the following actions listed in priority order:

T 1. Kenergy will initiate its Load Reduction Procedure as outlined in Appendix C.

2. BREC will notify Kenergy and both will initiate media appeal for general Voluntary Load Reduction Procedure, Appendix E.

3. Kenergy will initiate its Voltage Reduction Procedure as outlined in Appendix D.

4. BREC will request Kenergy to initiate mandatory load reduction, Appendix F.

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By Executive Director

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 180 – Capacity and Energy Emergency Plan

APPENDIX "A"
ESSENTIAL HEALTH AND SAFETY USES

Essential health and safety uses given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses that the Kentucky Public Service Commission may subsequently identify:

T a. "Hospitals", and other institutions such as nursing homes that provide medical care to patients and facilities that provide life support equipment.

b. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons. These uses shall include essential street, highway and signal-lighting services.

c. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.

d. "Communications Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.

e. "Transportation and Defense-Related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air transit systems, including those uses essential to the national defense and operation of state and local emergency services.

Although these types of uses will be given special consideration when implementing the manual load-shedding provisions of this section, these customers are encouraged to install emergency generation equipment if continuity of service is essential.

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IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
9/1/2011
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FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 180B
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SHEET NO.

Kenergy

Henderson, Kentucky

T

RULES AND REGULATIONS

Schedule 180 – Capacity and Energy Emergency Plan

APPENDIX "B"
NONESSENTIAL USES

Kenergy shall appeal to customers for Voluntary Load Reduction through elimination of the following nonessential uses:

a. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.

b. General interior lighting levels greater than minimum functional levels.

c. Show-window and display lighting.

d. Parking lot lighting above minimum functional levels.

e. Energy use greater than that necessary to maintain a temperature of not less than 76 degrees during operation of cooling equipment and not more than 68 degrees during operation of heating equipment.

f. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.

g. Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

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By Jeff R. Derouen
Executive Director

FOR ALL TERRITORY SERVED
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SHEET NO.

Kenergy
Henderson, Kentucky

RULES AND REGULATIONS

T Schedule 180 – Capacity and Energy Emergency Plan

APPENDIX "C"
LOAD REDUCTION PROCEDURE

Objective:

To reduce demand at the facilities of Kenergy Corp. over the time period during which an electric energy shortage is anticipated.

Criteria:

This procedure is implemented when a LOAD REDUCTION ALERT is issued. The president and CEO, or his designee, has the responsibility of issuing a Load Reduction Alert.

Procedure:

1. The President and CEO, or his designee, receives notice from BREC of a capacity shortage.

2. The President and CEO, or his designee, is responsible for seeing that Kenergy employees participate in achieving the largest load reduction practical while maintaining facility services in a safe manner.

3. Each Vice President is responsible for achieving the largest load reduction practical while maintaining facility services in a safe manner.

4. Examples of load reduction are:

   a. turning off all unnecessary indoor and outdoor lighting,

   b. turning off microcomputers, printers, copiers and other office equipment except when they are not in use, and

   c. in the winter, setting thermostats no higher than 68 degrees and in the summer no lower than 76 degrees.

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By Jeff R. Derouen
Executive Director

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
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RULES AND REGULATIONS
Schedule 180 – Capacity and Energy/Emergency Plan

APPENDIX "D"
VOLTAGE REDUCTION PROCEDURE

Objective:

To reduce demand on Kenergy's system over the period during which an electric energy shortage is anticipated by utilizing SCADA equipment to reduce the system voltage by up to 4.5 volts at the substation voltage regulators.

Criteria:

T This procedure is implemented when requested by BREC Energy Control Center.

Procedure:

T Kenergy will immediately, through its System Control Center personnel or the manager of Planning & Design, utilize SCADA equipment to reduce voltage set points on substation regulators while also considering the requirement to maintain minimum voltage requirements as prescribed by the Kentucky Public Service Commission.

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KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Kenergy

Henderson, Kentucky

FOR ALL TERRITORY SERVED
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RULES AND REGULATIONS

T Schedule 180 – Capacity and Energy/Emergency Plan

APPENDIX "E"
VOLUNTARY LOAD REDUCTION PROCEDURE

Objective:

To reduce demand on Kenergy's system over the period during which an electric energy shortage is
T anticipated through media appeal for consumers to reduce energy use.

Criteria:

This procedure is implemented when requested by BREC Energy Control Center.

Procedure:

Notify service area radio and television stations of the electrical energy shortage and ask them to make public service announcements as recommended by BREC personnel. An example announcement is as follows:

"Attention – All Kenergy Customers: Kenergy is experiencing a critical shortage in the supply of electricity, and is requesting that all nonessential electrical appliances and lighting be turned off, and
T thermostats be lowered/raised immediately until (time of emergency). Please stop all unnecessary electricity use at this time. Thank you for your cooperation."

Notify industrial or large commercial consumers, without interruptible contracts and request that they
T reduce their energy usage during the emergency.

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By _____
Executive Director

Kenergy

Henderson, Kentucky

RULES AND REGULATIONS

Schedule 180 – Capacity and Energy Emergency Plan

APPENDIX "F"
MANDATORY LOAD CURTAILMENT PROCEDURE

Objective:

To reduce demand on Kenergy's system over the period during which an electric energy shortage is anticipated by interrupting firm consumer load as requested by BREC Energy Control Center.

Criteria:

This procedure is implemented when requested by BREC.

Procedures:

T Kenergy will immediately utilize System Control Center personnel or the manager of Planning & Design and SCADA equipment to interrupt service to customer loads to achieve the reduction requested by BREC. Reduction may be achieved by interrupting services through the use of rotating outages to various substation feeder circuits. Kenergy shall advise customers of the nature of the mandatory load curtailment procedures as soon as practical through the use of radio and television announcements and/or direct contact.

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KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
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9/1/2011
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