

Agreement between Owen Electric Cooperative and Member Name

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between Owen Electric Cooperative, Inc. ("OEC") and Member Name, hereinafter referred to as the Parties, is to establish the conditions pursuant to which OEC will continue to provide electric service to the Electric Thermal Storage ("ETS") device located at service address.

WITNESSETH:

WHEREAS, OEC began providing electric service to the ETS device located at the service address stated above on date, pursuant to OEC's ETS tariff on file with the Kentucky Public Service Commission ("KPSC").

WHEREAS, OEC's ETS tariff requires that energy delivered to the ETS device during Off-Peak hours be charged at a rate equal to 60 percent of the per kWh energy charge included in OEC's Schedule 1 – Farm and Home tariff. For example, at the time this contract was executed, OEC's Schedule 1 – Farm and Home energy rate was \$0.08245 per kWh. Consequently, the "Off-Peak" ETS rate per kWh was \$0.04947 (\$0.08245 x 60 percent), which is equivalent to a 40 percent discount.

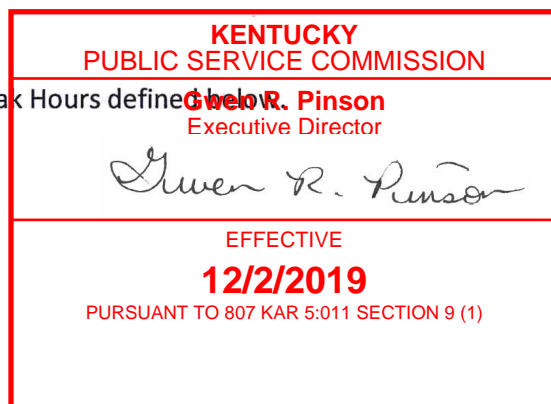
WHEREAS, on November 1, 2019, OEC filed an application with the KPSC requesting to cancel the ETS tariff in toto.

WHEREAS, if the KPSC cancels OEC's ETS tariff, this agreement is necessary for OEC to continue to provide Member Name a discounted rate for service provided to the ETS device located at the service address stated above.

WHEREAS, in the event that the KPSC cancels OEC's ETS tariff, this agreement is executed for the purpose of continuing ETS service to Member Name at the discount rate of 40 percent as applied to OEC's Schedule 1 – Farm and Home energy rate for as long as Member Name is the primary OEC account holder at the service address stated above and operates an approved ETS device at that address. If the KPSC fails to cancel OEC's ETS tariff, this agreement is unnecessary and is rendered null and void.

NOW THEREFOR, it is understood and agreed between the Parties that:

1. OEC will assess Member Name an ETS rate during Off-Peak Hours that is equal to 60 percent of OEC's Schedule 1 – Farm and Home kWh energy rate.
2. The discounted ETS rate is available only during the Off-Peak Hours defined below.



<u>Months</u>	<u>Off-Peak Hours - EST</u>
October thru April	12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.
May thru September	10:00 P.M. to 10:00 A.M.

3. Installation of the special metering and wiring required for ETS devices must comply with the specifications set forth by OEC before the special discounted electric rate can be granted. An inspection by a certified electrical inspector will be required for any wiring changes in order to certify conformance with applicable specifications and safety standards as outlined in the National Electric Code.
4. OEC retains the right to periodically inspect ETS device installations through its employees or representatives.
5. Discounted rates for ETS energy used are contingent upon modified wiring, equipment, and/or timing devices operating as specified by OEC employees or representatives. In the event such operation is circumvented by causes other than negligence by authorized installers, or defects in material and/or equipment, or other causes beyond the reasonable control of Member, penalty equal to the product of 1.4 multiplied by the regular residential rate shall apply to all ETS energy used.
6. OEC, its employees or representatives, shall not be held liable for any damages resulting from the use of ETS devices and Members shall indemnify, defend, and save OEC harmless therefrom.
7. This agreement encompasses the (insert number of) installed units as of September (date), 2019 and may NOT be transferred or assigned to another Member of OEC who resides in, rents, leases or purchases the residence located at the service address associated with this agreement. Accordingly, this agreement terminates immediately upon Member Name's disconnection of electric service to the ETS device located at the address associated with this agreement.
8. The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause."

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by an authorized representative.

Michael L. Cobb
Interim CEO
Owen Electric Cooperative, Inc.

