

EAST KENTUCKY POWER COOPERATIVE, INC.
OF
WINCHESTER, KENTUCKY

Rates, Rules and Regulations for Furnishing


Wholesale Power Service

at

Various Locations to
Rural Electric Cooperative Members
Throughout Kentucky

Public Service Commission
of Kentucky

N

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ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



EFFECTIVE

11/2/2017

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

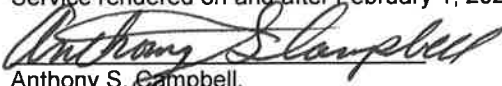
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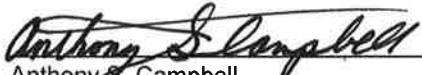
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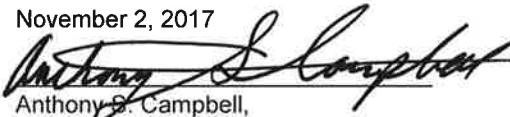
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Rate B

Applicability

In all territories of owner-member cooperatives ("owner-members") of East Kentucky Power Cooperative, Inc. ("EKPC").

Availability

Available to owner-members and end-use retail members ("retail members") willing to execute EKPC-approved contracts for demands of 500 kW or greater and a monthly minimum energy usage equal to or greater than 400 hours per kW of contract demand. Wholesale monthly contract demand shall be agreed between the owner-member and EKPC. The electric power and energy furnished hereunder shall be separately metered for each point of delivery.

Monthly Rate

Demand Charge per kW of Contract Demand	\$7.49
Demand Charge per kW of Billing Demand in Excess of Contract Demand	\$9.98
Energy Charge per kWh	\$.051134

Billing Demand

The billing demand shall be the contract demand plus any excess demand. Excess demand occurs when the retail member's highest demand during the current month, coincident with EKPC's system peak (coincident peak), exceeds the contract demand. EKPC's system peak demand is the highest average rate at which energy is used during any fifteen (15)-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Minimum Monthly Charge

- The minimum monthly charge shall not be less than the sum of (a) and (b) below:
- a. The product of the contract demand multiplied by the demand charge, plus
 - b. The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh as established in the Fuel Adjustment Clause

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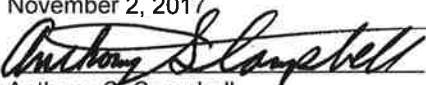
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Rate C

Applicability

In all territories of owner-member of EKPC.

Availability

Available to owner-members and retail members willing to execute EKPC-approved contracts for demands of 500 kW or greater and a monthly minimum energy usage equal to or greater than 400 hours per kW of billing demand. The electric power and energy furnished hereunder shall be separately metered for each point of delivery.

Monthly Rate

Demand Charge per kW of Billing Demand	\$7.49
Energy Charge per kWh	\$.051134

Billing Demand

The billing demand shall be the greater of (a) or (b) listed below:

- a. The contract demand; or
- b. The retail member's highest demand during the current month or preceding eleven months coincident with EKPC's system peak demand. EKPC's system peak demand is the highest average rate at which energy is used during any fifteen (15)-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) and (b) below:

- a. The product of the billing demand multiplied by the demand charge, plus
- b. The product of the billing demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh as established in the Fuel Adjustment Clause.

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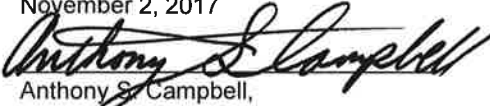
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Rate E

Applicability

In all territories of owner-member of EKPC.

Availability

Available to all owner-members of EKPC for all power usage at the load center not subject to the provisions of Rate B, Rate C, or Rate G of this tariff and special contract participants. The electric power and energy furnished hereunder shall be separately metered for each point of delivery.

Monthly Rate - Per Load Center

An owner-member may select either Option 1 or Option 2 of this section of the tariff to apply to all load centers. The owner-member must remain on a selected option for at least one (1) year and may change options, no more often than every twelve (12) months, after giving a minimum notice of two (2) months advance notice of an election to change options.

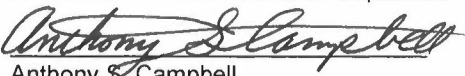
	<u>Option 1</u>	<u>Option 2</u>
Demand Charge per kW of Billing Demand	\$8.49	\$6.52
Energy Charge per kWh		
On-Peak kWh	\$.053841	\$.062649
Off-Peak kWh	\$.053263	\$.053924

On-peak and off-peak hours are provided below:

<u>Months</u>	<u>On-Peak Hours - EPT</u>	<u>Off-Peak Hours – EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.	12:00 noon to 5:00 p.m. 10:00 p.m. to 7:00 a.m.
May through September	10:00 a.m. to 10:00 p.m.	10:00 p.m. to 10:00 a.m.

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Rate E (continued)

Billing Demand

The billing demand is based on EKPC's system peak demand (coincident peak) which is the highest average rate at which energy is used during any fifteen (15)-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

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<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Billing demand applicable to this rate is equal to the load center's contribution to EKPC's system peak demand minus the actual demands of Rate B, Rate C, Rate G, and special contract participants coincident with EKPC's system peak demand.

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Billing Energy

Billing energy applicable to this rate is equal to the total energy provided at the load center minus the actual energy provided to Rate B, Rate C, Rate G, and special contract participants.

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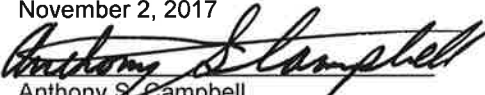
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Rate G

SPECIAL ELECTRIC CONTRACT RATE

Applicability

In all territories of owner-member of EKPC.

Availability

Available to all owner-members and retail members willing to execute EKPC-approved contracts. The electric power and energy furnished hereunder shall be separately metered for each point of delivery.

Character of Service

Three-phase 60 Hertz alternating current as specified in the special contract for purchased power.

Monthly Rate

Demand Charge per kW of Billing Demand	\$7.30
Energy Charge per kWh	\$.049030

Determination of Billing Demand

The billing demand shall be the greater of (a) or (b) listed below:

- a. The contract demand; or
- b. The retail member's highest demand during the current month or preceding eleven months coincident with EKPC's system peak demand. EKPC's system peak demand is the highest average rate at which energy is used during any fifteen (15)-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

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Rate G (con't.)

Minimum Monthly Charge


The minimum monthly charge shall not be less than the sum of (a), (b), and (c) below:

- (a) The metering and substation charge, plus
- (b) The product of the billing demand multiplied by the demand charge, plus
- (c) The product of the billing demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh as established in the Fuel Adjustment Clause.

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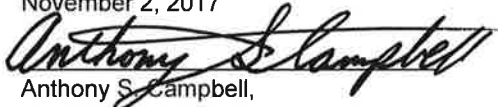
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Wholesale Power Rate Schedule

Applicability

In all territories of owner-members of EKPC.

Availability

This rate schedule shall apply to all rates in this tariff and to each EKPC load center separately.

Load Center Charges - Monthly

A. Metering Point Charge

- 1. Applicable to each metering point and to each substation
- 2. Charge: \$151.20

B. Substation Charge

- 1. Applicable to each substation based on its size:
- 2. Charges:


1,000 - 2,999 kVa substation	\$1,142.40
3,000 - 7,499 kVa substation	\$2,873.85
7,500 - 14,999 kVa substation	\$3,456.60
15,000 and over kVa substation	\$5,575.50

Minimum Monthly Charge

The minimum monthly charge shall be equal to the Load Center Charges plus the minimum monthly charges for Rates B, C and G. Load Center Charges cover metering point and substation charge.

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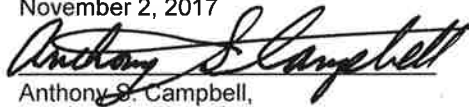


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Fuel Adjustment

Applicability

In all territories of owner-members of EKPC.

Availability

This rate schedule shall apply to Rate B, Rate C, Rate E, and Rate G and all special contracts with rates subject to adjustment upon the approval of the Commission.

1. The fuel clause shall provide for periodic adjustment per kWh of sales when the unit cost of fuel [F(m) / S(m)] is above or below the base unit cost of \$.03749 per kWh [F(b) / S(b)]. The current monthly charges shall be increased or decreased by the product of the kWh furnished during the current month and the fuel adjustment rate for the preceding month where the fuel adjustment rate is defined below:

$$\text{Fuel Adjustment Rate} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where F is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods, all as established in paragraphs (2) through (6) below:

2. Fuel cost (F) shall be the most recent actual monthly cost, based on weighted average inventory costing, of:
 - a. Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus
 - b. The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
 - c. The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) if the energy is purchased on an economic dispatch basis. Costs, such as the charges for economy energy purchases, the charges as a result of scheduled outages, and other charges for energy being purchased by the buyer to substitute for its own higher cost energy, may be included; and less

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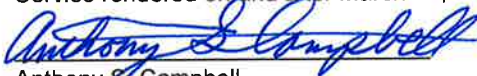
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Fuel Adjustment (continued)

- d. The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - e. The fuel-related costs charged to EKPC by PJM Interconnection LLC identified in the following Billing Line Items, as may be amended from time to time by PJM Interconnection LLC: Billing Line Items 1210, 1215, 1218, 1220, 1225, 1230, 1250, 1260, 1370, 1375, 1420, 2211, 2215, 2217, 2218, 2220, 2260, 2370, 2375, and 2420.
3. Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. If forced outages are not the result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. In making the calculations of fuel cost (F) in paragraphs (2)(a) and (2)(b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation until approval is obtained.
4. Sales (S) shall be all kWh sold, excluding inter-system sales. Utility used energy shall not be excluded in the determination of sales (S). If, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to (i) generation; plus (ii) purchases; plus (iii) interchange in; less (iv) energy associated with pumped storage operations; less (v) inter-system sales referred to in paragraph (2)(d) above; less (vi) total system losses.
5. The cost of fossil fuel shall only include the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses, less any cash or other discounts.

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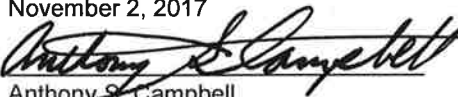
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Rate ES – Environmental Surcharge**Applicability**

In all territories of owner-members of EKPC.

Availability

This rate schedule shall apply to EKPC Rates B, C, E, and G and all special contracts with rates subject to adjustment upon the approval of the Commission.

Rate

The Environmental Surcharge shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

$$\text{CESF} = \text{E(m)} / \text{R(m)}$$

$$\text{MESF} = \text{CESF} - \text{BESF}$$

MESF = Monthly Environmental Surcharge Factor
CESF = Current Environmental Surcharge Factor
BESF = Base Environmental Surcharge Factor of 0.34%


where E(m) is the total of each approved environmental compliance plan revenue requirement of environmental costs for the current expense month and R(m) is the revenue for the current expense month as expressed below.

Definitions

$$1. \quad \text{E(m)} = [(\text{RB}/12)(\text{RORB}) + \text{OE} - \text{BAS} + (\text{Over})\text{Under Recovery}]$$

where:

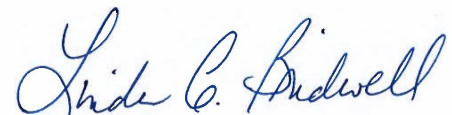
- a. RB is the Environmental Compliance Rate Base, defined as electric plant in service for applicable environmental projects adjusted for accumulated depreciation, CWIP, cash working capital, spare parts and limestone inventory, emission allowance inventory;
- b. RORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a times-interest-earned ratio of 1.475;

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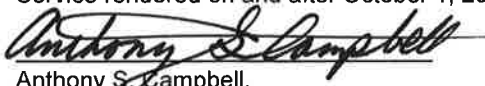
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Rate ES – Environmental Surcharge (continued)

- c. OE is the Monthly Pollution Control Operating Expenses, defined as the average of the twelve month operating and maintenance expense; depreciation expense, property taxes, insurance expense, emission allowance expense, and consulting fees.;
 - d. BAS is the net proceeds from By-Products and Emission Allowance Sales, and;
 - e. (Over) or Under recovery amount resulting from the amortization of amounts determined by the Commission during six-month and two-year reviews and the one-month "true-up" adjustment.
2. Total E(m) is multiplied by the "Member System Allocation Ratio" to arrive at Net E(m). The "Member System Allocation Ratio" is based on the ratio of the twelve (12)-month total revenue from sales to owner-members to which the Surcharge will be applied, ending with the current expense month, divided by the twelve (12)-month total revenue from sales to owner-members and off-system sales.
 3. The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause revenues less Environmental Cost Recovery Surcharge revenues, for EKPC for the twelve (12)-months ending with the current expense month.
 4. The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 10/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Gwen R. Pinson
Executive Director

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Rate D
Interruptible Service

Standard Rider

This Interruptible Rate is a rider to Rates B, C, E, and G.

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Applicability

In all territories of owner-members of EKPC.

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Availability

This rate shall be made available at any load center, to any owner-member where a retail member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the twelve (12)-month period ended May 31.

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Monthly Rate

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

T

<u>Notice Minutes</u>	<u>Annual Hours of Interruption</u>		
	<u>200</u>	<u>300</u>	<u>400</u>
30	\$4.20	\$4.90	\$5.60

Definitions

The billing demand shall be determined as defined in Rates B, C, E, or G, as applicable.

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The firm demand shall be the retail member's minimum level of demand needed to continue operations during an interruption. The firm demand shall not be subject to interruption and shall be specified in the contract.

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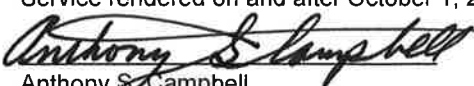
The interruptible demand shall be equal to the amount by which the monthly billing demand exceeds the firm demand, up to 20,000 kW maximum.

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Rate D (continued)

Conditions of Service for Customer Contract

1. The retail member will, upon notification by EKPC, reduce the load being supplied by the owner-member to the firm demand specified by the contract.
2. EKPC will endeavor to provide the retail member as much advance notice as possible of the interruption of service. However, the retail member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the owner-member's "General Rules and Regulations" or "Terms and Conditions" except as set out herein and/or provisions agreed to by written contract.
4. No responsibility of any kind shall attach to EKPC and/or the owner-member for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The retail member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the retail member's premises, required for interruptible service.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least sixty (60)-days previous written notice. EKPC may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.

T

Calculation of Monthly Bill

The monthly bill is calculated as follows:

- A. The demand and energy charges of the bill shall be calculated consistent with the applicable provisions of Rates B, C, E or G.
- B. The interruptible demand credit shall be determined by multiplying the interruptible demand for the billing month by the monthly demand credit per kW and applied to the bill calculation.
- C. All other applicable bill riders, including the Fuel Adjustment Clause and Environmental Surcharge shall be applied to the bill calculation consistent with the provisions of those riders.

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Rate D (continued)

Number and Duration of Interruptions

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

Charge for Failure to Interrupt

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



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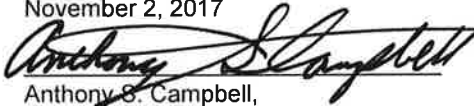
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Rate EDR

Economic Development Rider

Applicability

The Economic Development Rider (“EDR”) is available in all service territories served by EKPC’s owner-members.

Availability

Available as a rider to qualifying non-residential retail member of participating owner-member who will be served or are being served under EKPC’s Rates B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, the participating owner-member, and the qualifying non-residential retail member for such economic development rate service filed with and approved by the Kentucky Public Service Commission (“Commission”).

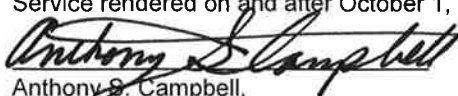
Economic Development

Service under EDR is available to:

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

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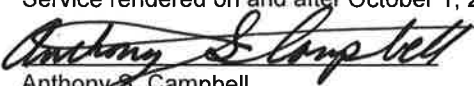
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Rate EDR (continued)

3. A new or existing retail member eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a retail member-specific meter installation. The cost of the retail member-specific meter installation shall be recovered from the retail member.
4. The new or existing retail member must agree to maintain a minimum load factor of sixty percent (60%) during the majority of the months in the discount period, subject to the following parameters:
 - a. During the first twelve (12)-months of the discount period the sixty percent (60%) minimum load factor requirement will be waived.
 - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing retail member may fail to achieve the sixty percent (60%) minimum load factor for no more than 1/6th of the remaining months of the discount period.
 - c. Failure to maintain the sixty percent (60%) minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the sixty percent (60%) minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
5. A retail member desiring service under the EDR must submit an application for service that includes:
 - a. A description of the new load to be served;
 - b. The number of new employees, if any, the retail member anticipates employing associated with the new load; and
 - c. The capital investment the retail member anticipates making associated with the EDR load.
6. Any EDR retail member-specific fixed costs shall be recovered over the life of the special contract.
7. For purposes of this tariff, a new retail member is defined as one who becomes a retail member of the owner-member on or after January 1, 2013.

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Rate EDR (continued)

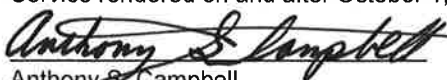
Rate

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

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

Terms and Conditions

1. EKPC and the owner-member will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the retail member will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
2. Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than three (3) years and not exceed five (5) years. A greater term of contract or termination notice may be required because of conditions associated with a retail member's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.
3. The retail member may request an EDR-effective initial billing date that is no later than twelve (12) months after the date on which EKPC and the owner-member initiates service to the retail member.

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Rate EDR (continued)

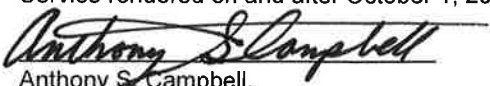
- 4. The EDR is not available to a new retail member which results solely from a change in ownership of an existing establishment. However, if a change in ownership occurs after the retail member enters into an EDR special contract, the successor retail member may be allowed to fulfill the balance of the EDR special contract.
- 5. In the event of an early termination of the EDR special contract by the retail member, or where the retail member ceases operations or otherwise stops taking service during the required minimum contract term, the retail member shall reimburse EKPC and the owner-member for a portion of the EDR credits it has received. The amount of the EDR credits shall be equal to the total dollar difference between the demand charges and environmental surcharge actually paid by the retail member during the EDR discount period and the demand charges and environmental surcharge that would have been paid by the retail member under EKPC's and the owner-member's applicable tariff without the EDR discount. In the event of an early termination of the EDR special contract by the retail member, or where the retail member ceases operations or otherwise stops taking service during the discount period, the retail member shall reimburse seventy-five (75) percent of the total EDR credits received by the retail member. In the event of an early termination of the EDR special contract by the retail member, or where the retail member ceases operations or otherwise stops taking service during the non-discount period of the EDR special contract, the retail member shall reimburse fifty (50) percent of the total EDR credits received by the retail member. The retail member, or its guarantor, may also be required to provide a letter of credit or equivalent security satisfactory to EKPC equal to seventy-five (75) percent of the total EDR credits during the discount period of the EDR special contract, and equal to fifty (50) percent of the total EDR credits during the non-discount period of the EDR special contract.
- 6. EKPC and the owner-member may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular retail member, subject to approval by the Commission.

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Rate CS

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Community Solar Power Generation

Applicability

In all territory served by EKPC.

Availability of Service

Community Solar Power is available to EKPC's owner-members (for the benefit of their retail members) on a voluntary basis, upon request, and on a first-come, first-served basis up to a cumulative capacity of 8.5 MW.

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Participation

Each owner-member participating in this program shall facilitate its retail member's entry into a twenty-five (25) year Community Solar Farm Solar Panel License Agreement ("License Agreement") for a percentage of a solar generating facility owned by EKPC. Each such owner-member shall pay to EKPC a license fee to be collected from each participating retail member upon the retail member's entry into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating retail member's percentage of the solar generating facility.

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A retail member may offset up to one-hundred percent (100%) of his or her energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3)-year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the retail member will initially be able to license.

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Metering

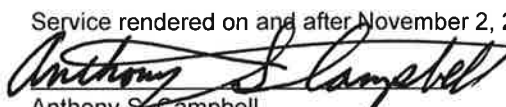
EKPC shall provide metering services, without any cost to the owner-member or retail member for metering equipment, through a standard kilowatt-hour metering system that will be located at the point of delivery of electricity generated by the solar generation facility. This provision does not relieve an owner-member of its responsibility to pay other metering costs included in EKPC's approved base rates. For purposes of determining the amount of energy generated by the participating retail member's licensed percentage of the solar generation facility, EKPC shall multiply the total energy output of the solar generation facility, by each participating retail member's proportional licensed interest in the solar generation facility.

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Rate CS (continued)

Panel Production Credits

Owner-members will be credited monthly by EKPC for the electric power produced by solar panels licensed by the participating retail member at the rate defined by PJM Interconnection, LLC as the value of the locational marginal price for energy at the EKPC Office Substation node during each hour of the day. Owner-members shall also be entitled to receive the value of capacity payments received by EKPC for the portion of the community solar farm licensed to each participating retail member of the owner-member.

A retail member will elect to have EKPC either retire or sell Solar Renewable Energy Credits and any other environmental attributes ("SRECs") associated with energy generated by the solar generation facility. If elected, EKPC will monetize any SRECs and will issue a corresponding credit to the participating owner-member for the proceeds of such sale, which the owner-member will include as a credit on the participating retail member's electric bill. The proceeds of all SRECs disposed of by EKPC will accumulate over a calendar year and will be credited to the owner-member in equal installments over a twelve (12)-month period beginning on April 1st of the following year, along with interest on the proceeds accrued at the rate set forth by the Commission for retail member deposits.

Costs for operating, maintaining, insuring and paying taxes on the solar generating facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth below. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

The net amount of the Panel Production Credit will be determined by taking the sum of the capacity credit, energy credit and SREC credit (if applicable) and subtracting from said sum the operation and maintenance expense.

At no time shall EKPC be required to convert any Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward by the owner-member to offset a later billed amount.

Fuel Adjustment Clause

The fuel adjustment clause is not applicable to the Community Solar Power Generation program.

Environmental Surcharge

The environmental surcharge is not applicable to the Community Solar Power Generation program.

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Rate H

Wholesale Renewable Energy Program

Standard Rider

This Renewable Energy Program is a rider to Rates B, C, E and G. The purpose of this program is to provide EKPC owner-members with a source of renewable energy or renewable energy attributes for resale to their retail members.

Applicability

In all territories of owner-members of EKPC.

Definitions

- a. "Renewable energy" is that electricity which is generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable certified resources
- b. A "Renewable Energy Certificate" ("REC") is the tradable renewable energy attribute which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of renewable energy from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of renewable energy.

Availability of Service

Option A

Owner-members may participate in the program by contributing monthly as much as they like in \$2.50 increments (e.g. \$2.50, \$5.00, \$7.50, or more per month). Funds provided by owner-members are not refundable.

Option B

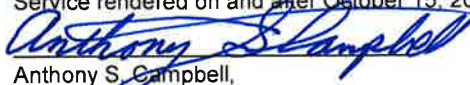
Option B is a five-year pilot program. On and before March 25, 2025, owner-members may, after entering into an agreement with their retail member and EKPC, offer renewable energy to offset a portion or all of the energy consumed by the retail member utilizing owner-member's firm service rates.

Option C

Owner-members may participate in this REC program, after entering into an agreement with their commercial and industrial ("C&I") retail member, by offering the C&I retail members the opportunity to purchase RECs through their owner-member and EKPC to offset up to all of their energy consumption with RECs, resulting in that portion of energy consumed to be considered renewable.


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Rate H (continued)

Eligibility

All EKPC owner-members are eligible for this rider.

Under Option A, the owner-member will indicate the amount of voluntary Renewable Energy Program Contributions that the owner-member intends to purchase monthly. All owner-members will have executed a Renewable Energy Program Agreement with the participating retail member.

Under Option B, the retail member in conjunction with the owner-member and EKPC, will determine the amount of renewable energy to be provided to the retail member. The minimum renewable energy capacity to be purchased, supplied, or secured by EKPC in the agreement should be 1 MW. The maximum annual renewable energy under the agreement can't exceed the participating retail member's average annual consumption over the previous three (3) years. For new businesses with no usage history, the maximum annual renewable energy under the contract will be estimated. The type of renewable energy will be selected by individually participating retail members. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

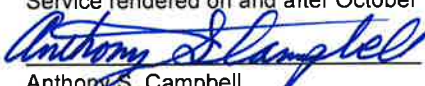
Under Option C, C&I retail members, in conjunction with the owner-member and EKPC, will determine the type of renewable resource and amount of RECs the owner-member and EKPC will purchase monthly on behalf of the participating retail member. The original agreement will expire after one (1) year, but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

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

Monthly Program Participation

Option A

Renewable Energy Program Contributions: The monthly Renewable Energy Program Contributions by the owner-member is the total monthly voluntary contribution by the owner-member's participating retail members in any \$2.50 increments for the type of renewable energy resources (Landfill Gas, Solar, Wind, Hydroelectric) chosen by the participating retail member. EKPC will generate, purchase renewable energy, or purchase RECs equal to the monthly sum of Renewable Energy Program Contributions for each renewable energy resource type minus \$0.25 per increment retained to help offset administrative and advertising costs. For Renewable Energy Program Contributions assigned by the retail member for renewable energy resources that EKPC does not own, EKPC will purchase the appropriate type of RECs equaling the total contribution amount and will retire the associated RECs. For Renewable Energy Program Contributions assigned by the retail member for renewable energy resources that EKPC owns and operates, EKPC will allocate the appropriate generation (kwhs) and costs to the assigned renewable energy program contribution and retire the associated RECs.

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Rate H (continued)

Option C

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

Billing and Minimum Charge

Under Option A, EKPC will bill the owner-member at the rate of \$2.50 per increment. The sum of the Renewable Energy Program Contributions from each renewable energy resource type pledged under this tariff shall constitute the total amount that the owner-member may be billed during a normal billing period. Existing Wholesale Renewable Energy Program ("Envirowatts") retail participants will be billed at the existing retail rate from their owner-member.

Under Option B, EKPC will increase the owner-member monthly wholesale power bill by the negotiated and contracted renewable energy rate and delivered renewable energy for each participating agreement while providing a credit for the avoided cost of base fuel per MWh of renewable energy delivered and capacity credits when applicable.

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

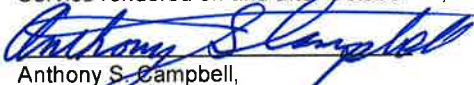
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Terms of Service and Payment

This rate shall be subject to all other terms of service and payment of the wholesale power tariff.

Fuel Adjustment Clause

Under Options A and C, the fuel adjustment clause is not applicable to the Renewable Energy Program Contributions.

DATE OF ISSUE: September 15, 2023
DATE EFFECTIVE: Service rendered on and after October 15, 2023
ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
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Rate H (continued)

Under Option B, EKPC will provide a credit on the owner-member's monthly wholesale power bill for the avoided cost of the base fuel and the Fuel Adjustment Clause equal to the delivered renewable energy monthly for each participating agreement.

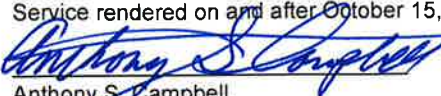
Environmental Surcharge

Under Options A and C, the environmental surcharge is not applicable to the Renewable Energy Program Contributions.

Under Option B, EKPC will provide a credit on the owner-member's monthly wholesale power bill for the avoided cost of the variable environmental surcharge equal to the delivered renewable energy monthly for each participating agreement.

Total Credits

Under Option B, the total credit on the owner-member's monthly wholesale power bill will be the total of the avoided costs from base fuel, the fuel adjustment clause, capacity credits when applicable, and the variable environmental surcharge for the delivered renewable energy. The total credit will be limited to the lesser of the total credit as described in the Fuel Adjustment Clause and Environmental Surcharge sections above or the PJM Localized Marginal Cost ("LMP").

DATE OF ISSUE: September 15, 2023
DATE EFFECTIVE: Service rendered on and after October 15, 2023
ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 10/15/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RENEWABLE ENERGY
PURCHASE AGREEMENT

This Renewable Energy Purchase Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); <CO-OP NAME>, with its principal place of business at <CO-OP ADDRESS> (“Cooperative”); and the following identified person (“Customer”), who is a Member of Cooperative:

Customer: _____

Mailing Address: _____

Service Address(es): _____

Telephone Number: _____ Email: _____

Account Number(s): _____


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

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

- Purchase and Sale of Renewable Energy.** The Customer may purchase renewable energy from Cooperative up to an amount equal to the Customer’s average annual energy consumption over the previous three (3) calendar years. In the event Customer has not yet consumed power provided by Cooperative for at least three years, the Customer’s actual usage shall be used to calculate an average annual energy consumption amount. The amount of energy purchased hereunder shall be equivalent to at least one (1) megawatt (MW) of installed renewable capacity. Cooperative shall acquire the renewable power sold to Customer from EKPC. The calculations and elections necessary to fulfill the obligation to purchase and sell renewable energy are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full.
- Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses.
- Transmission.** EKPC shall arrange and be responsible for the renewable energy contemplated to be purchased or cause to be delivered such renewable energy to the service deliver y of all

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Executive Director



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renewable energy purchases by the Cooperative. The Cooperative shall then invoice the Customer for all renewable energy delivered to the Customer as part of the invoice it sends to the Customer for all non-renewable energy purchases by the Customer. In both cases, the invoice shall provide sufficient information to demonstrate the manner in which the charges for renewable energy sales were calculated.

11. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy sold hereunder and such failure is not excused by EKPC’s or the Cooperative’s failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy is actually sold by EKPC or Cooperative to another buyer from the price set forth herein. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

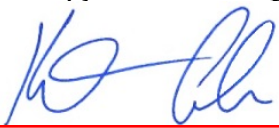
12. **Term.** Subject to paragraph twenty-four (24) below, this Agreement shall be effective beginning on the date set forth above and will continue for a period of ____ years (the “Term”), subject to early termination as provided herein.

13. **Obligation to Customer.** EKPC and Cooperative agree to provide Customer with reasonable updates in the event of any changes in the availability of renewable energy purchased pursuant to this Agreement.

14. **Non-Transferrable.** The Customer may not transfer or assign any obligation, right, liability, or credit arising under this Agreement from one account or service address to another account or service address that is not listed above. The Customer may not transfer, assign, convey, sell or donate this Agreement to any other person unless EKPC and the Cooperative have both provided their express written consent to such action. Such consent may be granted or withheld in the sole discretion of EKPC and the Cooperative.

15. **Effect on other Rates.** Nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer’s receipt of service from the Cooperative under any other tariff or rate schedule then in effect or subsequently approved by the Kentucky Public Service Commission (“Commission”) which applies to the Customer. Likewise, nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of the Cooperative’s receipt of service from EKPC under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Cooperative.

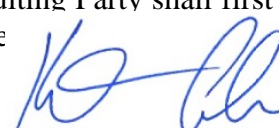
16. **Events of Default.** An “Event of Default” shall mean: “Defaulting Party”), the occurrence of any of the following:

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- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to receive the renewable energy, the exclusive remedy for which is provided in paragraph <eleven (11)> above) if such failure is not remedied within three (3) Business Days after written notice;
- (d) such Party becomes bankrupt; or
- (e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

17. **Termination for an Event of Default.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, any other Party (the "Non-Defaulting Party") shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner and considering the full period of non-performance from the Early Termination Date through the date of the expiration of the Agreement's Term, a Termination Payment amount as of the Early Termination Date. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

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

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

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

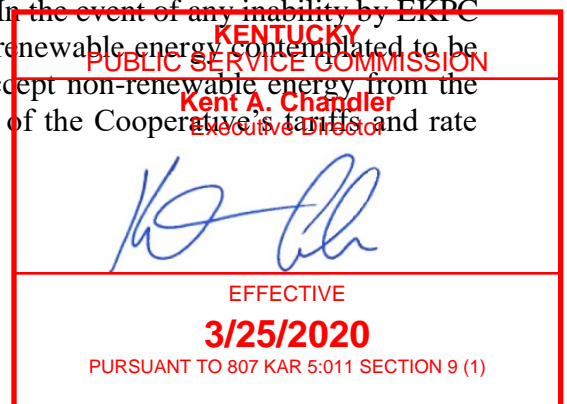
- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- b. it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- c. the execution, delivery and performance of its obligations under this Agreement, and its powers, have been duly authorized by all necessary corporate action and do not violate

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

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

21. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of renewable energy and the sale of renewable energy is dependent upon numerous factors, including many which are beyond the control of EKPC and the Cooperative. EKPC and the Cooperative shall not be responsible or liable for any disruption or prevention of the production of renewable energy from any generation resource that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction. In the event of any inability by EKPC or the Cooperative to acquire or deliver the renewable energy contemplated to be purchased herein, the Customer agrees to accept non-renewable energy from the Cooperative under the terms and conditions of the Cooperative's tariffs and rate schedules in effect at such time(s).

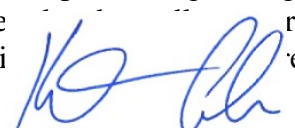


22. **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EKPC AND THE COOPERATIVE HAVE MADE NO SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE RENEWABLE ENERGY TO BE PURCHASED HEREBY OR ANY FACILITIES ASSOCIATED WITH GENERATING,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



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

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Proceeding arising out of



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

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

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

<CUSTOMER>

<CO-OP>

CUSTOMER NAME (please print)

<CO-OP REPRESENTATIVE NAME AND TITLE> (please print)

CUSTOMER SIGNATURE

SIGNATURE

**EAST KENTUCKY POWER
COOPERATIVE, INC.**

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

SIGNATURE



APPENDIX A

ORDER SUMMARY

Customer's Average Annual Energy Consumption = _____ MWhs per year

Amount of Renewable Energy to be Purchased = _____ MWhs per year

Equivalent MWs of Capacity to be Purchased = _____ MWs

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

Solar Wind Hydro
 Landfill Methane Gas Biomass

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COMMERCIAL AND INDUSTRIAL
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

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

Customer: _____

Mailing Address: _____

Service Address(es): _____

Telephone Number: _____ Email: _____

Account Number(s): _____

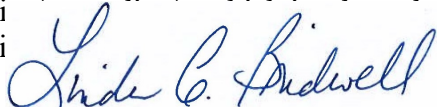
WHEREAS, Customer is a commercial or industrial customer of Cooperative and has an interest in acquiring energy from renewable resources and/or renewable energy credits (“RECS”) arising from the generation of energy from renewable resources; and

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

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

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

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2. **Purchase and Sale of Renewable Energy Credits.** The Customer may direct Cooperative and EKPC to offset up to all of the Customer’s energy consumption, resulting in that portion of energy consumed to be considered renewable, by purchasing and retiring RECs equal to the amount designated by the Customer. The amount of RECs to be purchased and retired shall be designated as: covering a set percentage of the Customer’s energy consumption each month; setting a particular dollar amount for REC purchases per month; or designating a set number of megawatt hours (“MWhs”) to be covered by REC purchases. The calculations and elections necessary to fulfill the obligation to purchase and retire RECs are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full. EKPC will act as the participating retail member’s REC purchasing agent including settling the REC market transactions and REC retirements. The Customer may instruct Cooperative and EKPC to secure an advance purchase of RECs in the amount not to exceed 12 months of projected REC need pursuant to the terms in this Agreement.


3. **Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses for purposes of determining the amount of renewable energy and RECs allowed to be purchased pursuant to the terms of this Agreement. The sum of the renewable energy purchases and REC purchases by Customer shall not exceed the Customer’s energy usage at all accounts listed above.

4. **Transmission.** EKPC shall arrange and be responsible for all transmission service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the point(s) of delivery of all current and future non-renewable energy sales to the Cooperative and from which the Cooperative’s electric distribution system currently delivers energy to the Customer. EKPC shall schedule or arrange for scheduling services with its transmission providers to deliver the renewable energy to said point(s) of delivery.

5. **Distribution.** The Cooperative shall arrange and be responsible for all distribution service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the Customer’s meter(s).

6. **Title and Risk of Loss.** Title to and risk of loss related to the renewable energy acquired herein shall transfer: (a) from EKPC to the Cooperative at the delivery point(s) for all energy delivered to the Cooperative currently and in the future; and (b) from the Cooperative to the Customer at the Customer’s meter. EKPC and Cooperative both warrant that they will deliver the renewable energy to the Customer free and clear of all liens, security interests, claims, and encumbrances or any interest therein or thereto by any person arising prior to the Customer’s meter.

7. **Renewable Resources.** The Customer may choose or resource from which the renewable energy


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

8. **Pricing.**

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

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

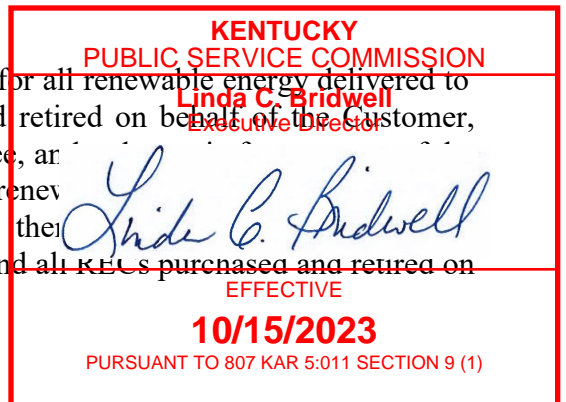
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9. **Wholesale Credits.** The Cooperative shall receive a monthly credit on its wholesale power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity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

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

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

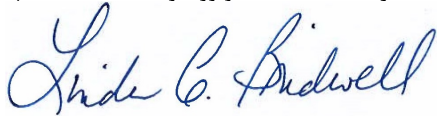
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behalf of the Customer, together with the REC purchase transaction fee, and volumetric fees, as part of the invoice it sends to the Customer for all non-renewable energy purchases by the Customer. In both cases, the invoice shall provide sufficient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

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

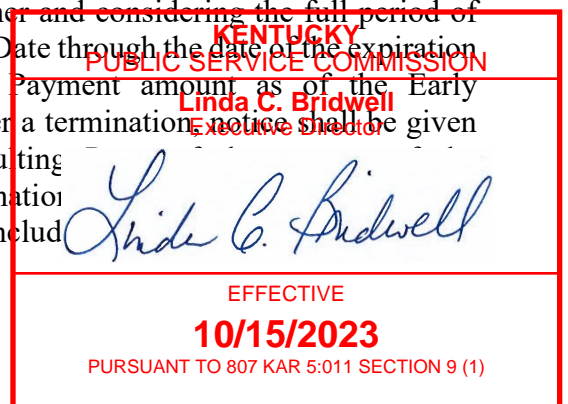
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receipt of service from EKPC under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Cooperative.

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



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

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

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

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

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

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

(B) half the current sum of the Payment if the Customer's h

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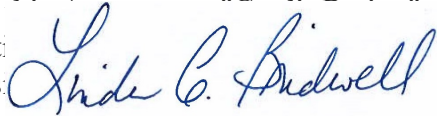
"A" from S&P or Fitch or "A2" from Moody's and "BBB" from S&P or Fitch or "Baa2" from Moody's, inclusive; or

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

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

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

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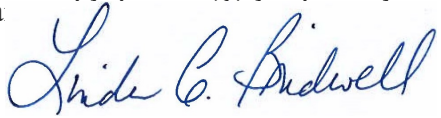
senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch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

- (iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination Payment or the Supplier Early Termination Payment, as applicable, is equal to or less than \$5,000.

- (c) **Form of Performance Assurance.** Unless otherwise agreed to in writing by EKPC and Customer, the form of any Performance Assurance required herein shall be an irrevocable, transferable, standby Letter of Credit, issued by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a Credit Rating of at least (a) "A-" by S&P or "A3" by Moody's; and (ii) having a capitalization of at least \$1,000,000,000. The Letter of Credit must be substantially in a form set forth in Appendix B hereto, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof. The costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by the Pledging Party.


- (d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:
 - (i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Credit that is issued by a bank acceptable to the Secured Party after such refusal;

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


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

(g) **Guaranty.** Customer's obligations with regard to payment and the provision of Performance Assurance may be assumed by an affiliated guarantor of the Customer who shall be permitted to use its own Credit Rating from Standard & Poor's, Fitch or Moody's for purposes of calculating any Performance Assurance amounts due hereunder. Any such Guaranty shall be in a form substantially similar to that set forth in Appendix B and that is acceptable to EKPC and Cooperative in their respective sole and exclusive discretion. The Customer may substitute an affiliated entity as its Guarantor after having received the express written consent of EKPC and Cooperative, which shall not be unreasonably withheld, to do so. The existence of a Guarantor shall not relieve or excuse the Customer from any obligations set forth in this Agreement.

(h) **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to [DATE] (and by December 31st of each subsequent year the Agreement is in effect):

(i) Pay to Cooperative a sum equal to the amount necessary to purchase a bond or secondary insurance policy equal to the amount of two times the estimated monthly average [RATE SCHEDULE] billings; or

(ii) Provide a surety bond issued by any Certified Company listed on the most recent version of the U.S. Department of the Treasury's Circular 570 naming Cooperative as the beneficiary thereof and in an amount equal to two times the estimated monthly average [RATE SCHEDULE] billings.

(j) **Early Termination Payment Calculation**

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

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

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

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

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

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

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

20. **Disputes and Adjustments of Bills.** A Party is responsible for the correctness of any invoice or any adjustment to this Agreement or adjust any invoice for any arithmetic error.

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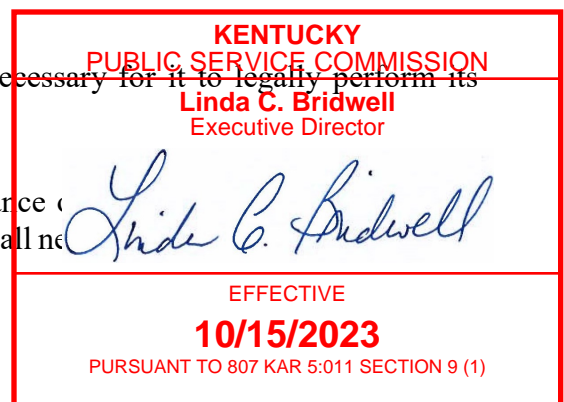
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twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall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

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

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

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



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

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

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

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

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

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

~~actions, suit, dispute or other proceeding~~
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PUBLIC SERVICE COMMISSION
Einda C. Bridwell
~~Executive Director~~


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

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

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

<CUSTOMER>

<CO-OP>

CUSTOMER NAME (please print)

<CO-OP REPRESENTATIVE NAME AND TITLE> (please print)

CUSTOMER SIGNATURE

SIGNATURE

**EAST KENTUCKY POWER
COOPERATIVE, INC.**

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

SIGNATURE



APPENDIX A
ORDER SUMMARY

Renewable Energy Resources (If Applicable)

Customer's Average Annual Energy Consumption = _____ MWhs per year

Amount of Renewable Energy to be Purchased = _____ MWhs per year

Equivalent MWs of Capacity to be Purchased = _____ MWs

Renewable Energy Credits (If Applicable)

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

_____ % of Customer's monthly energy consumption**;

_____ Dollars per month; or

_____ MegaWatt Hours per month**

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

_____ Solar _____ % of RECs

_____ Wind _____ % of RECs

_____ Hydro _____ % of RECs

_____ Landfill Methane Gas _____ % of RECs

_____ Biomass _____ % of RECs

_____ Least-Cost Resource _____ % of RECs

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

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

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APPENDIX B

FORM OF GUARANTY

GUARANTY AGREEMENT

This is a GUARANTY AGREEMENT (the "Guaranty Agreement"), dated and effective as of January __, 2020, by and between: East Kentucky Power Cooperative, Inc., a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 ("EKPC"), [COOP], a Kentucky corporation with its principal offices at [ADDRESS] ("Cooperative"); and _____, a _____ corporation with its principal offices at _____ ("Guarantor").

Recitals

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

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

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

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

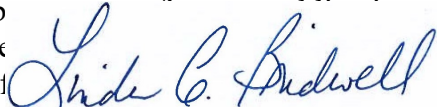
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

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

2. **Obligations Unconditional.** This is an unconditional and absolute guaranty of payment and performance. If for any reason Customer fails to ob undertaking or condition (whether affirmative or negative) in the be performed or observed by Customer, or if any event of del

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

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

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

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

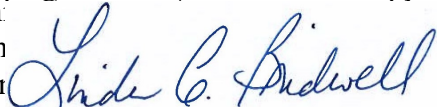
(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder;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

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

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

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

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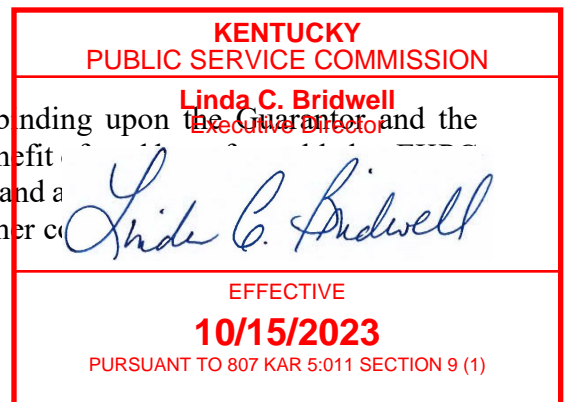
reliance upon this Guaranty Agreement; notice of the present existence or future incurring by Customer of any of its Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default (whether to the Guaranteed Obligations or of any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

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

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

7. **Miscellaneous.**

(a) This Guaranty Agreement shall be binding upon the Guarantor and the Guarantor's successors and assigns, and shall inure to the benefit of the Guarantor and Cooperative and their respective successors, transferees and assignees, and the holder of any indebtedness, obligation or liability of Customer or any other party.



Guaranteed Obligations.

(b) EKPC and Cooperative may enforce this Guaranty Agreement with respect to one or more breaches either separately or cumulatively.

(c) This Guaranty Agreement may not be modified or amended without the prior written consent of each Party hereto, and any attempted modification or amendment without such consent shall be void.

(d) This Guaranty Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws (without regard to the conflicts of laws rules) of the Commonwealth of Kentucky.

(e) If any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by any law applicable to this Guaranty Agreement, the rights and obligations of the Parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this did not contain that particular part, term or provision. A determination in one jurisdiction that any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by law does not affect the validity of such part, term or provision in any other jurisdiction.

(f) The headings in this Guaranty Agreement have been included for ease of reference only and shall not be considered in the construction or interpretation of this Agreement.

(g) This Guaranty Agreement may be signed by each Party hereto upon a separate copy, and in such case, one counterpart of this Guaranty Agreement shall consist of enough of such copies to reflect the signature of each Party.

(h) This Guaranty Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of this Guaranty Agreement or its terms to account for more than one such counterpart.

(i) In the event that any of the Guaranteed Obligations arise out of or are evidenced by more than one obligation or liability of Customer to EKPC or Cooperative, this Guaranty Agreement may be enforced as to each separate liability or obligation constituting a Guaranteed Obligation, either separately or cumulatively.

(j) Guarantor acknowledges and agrees that any suit, action or proceeding with respect to or arising out of this Guaranty Agreement shall only be brought in: the Circuit Court of Clark County Kentucky, or [COOP'S LOCALE] County, Kentucky, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate court; and Guarantor hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and Guarantor waives any other preferential jurisdiction by reason of domicile. Guarantor hereby irrevocably and exclusively agrees that Guarantor may now or hereafter have to the laying of venue of any suit, action or proceeding brought in any one of the above-described courts or that any such

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been brought in an inconvenient forum.

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

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

**EAST KENTUCKY POWER
COOPERATIVE, INC.**

By: _____

Title: _____

[COOP]

By: _____

Title: _____

[GUARANTOR]

By: _____

Title: _____



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

Availability

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

Rates

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

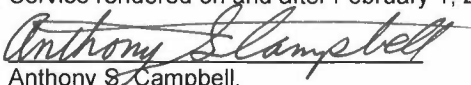
- Capacity (*optional*) – The QF’s owner ("Seller") may elect to sell capacity and receive capacity payments. The capacity rate will be applied to the QF’s capacity accreditation, which will be calculated based on the applicable technology-specific Effective Load Carry Capability ("ELCC") published by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

2-year contract -	\$0						
5-year contract - SPP	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	
	\$22.88	\$23.44	\$24.00	\$24.58	\$25.18	\$25.79	
5-year contract - CoGen	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	
	\$91.53	\$93.74	\$96.01	\$98.33	\$100.71	\$103.15	

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


Terms and Conditions

- Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from a CoGen QF with a net capacity over twenty (20) MW nor from SPP QFs with a net capacity over five (5) MW.

DATE OF ISSUE: January 29, 2025
DATE EFFECTIVE: Service rendered on and after February 1, 2025
ISSUED BY: 
 Anthony S. Campbell,
 President and Chief Executive Officer

Issued by the authority of an Order of the Public Service Commission of Kentucky in Case No. 2024-00101 dated January 17, 2025.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell
 Executive Director



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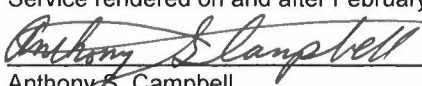
Grid Connected Qualifying Facility Sized Over 100 kW (continued)

2. All energy and capacity, if elected, from a QF will be sold only to EKPC. EKPC will offer the energy and any supplied capacity into the PJM wholesale power market.
3. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
4. A QF electing to receive capacity payments is subject to a non-performance penalty should the QF not provide energy during the periods in which PJM has declared a Performance Assessment Interval ("PAI") affecting the EKPC zone in the PJM region. Seller may be eligible to receive a payment for any performance that exceeds the performance PJM expects from the unit and PJM has collected non-performance penalties that may be distributed to the resources PJM has deemed as having over performed during periods in which PJM has declared a PAI affecting the EKPC Zone in the PJM region. The non-performance penalty shall be consistent with the current PJM Open Access Transmission Tariff ("OATT") penalty calculation as described in PJM OATT, Attachment DD, Section 10A.
5. A QF electing to receive capacity payments shall provide reasonable credit assurance for EKPC and Cooperative. This includes, but is not limited to, collateral provided by the Seller and held by EKPC to mitigate potential default by the QF of paying any assessed non-performance penalty.
6. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
7. A QF shall pay EKPC and Cooperative for all one-time or ongoing costs incurred as a result of interconnecting with the QF, including but not limited to system impact studies, operation, maintenance, administration, metering, and billing. Should the QF elect to supply capacity, the QF also will be responsible to PJM for all costs associated with PJM's interconnection process as defined in the PJM OATT Section IV.
8. A QF shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
9. The initial contract term of QF agreement made pursuant to this tariff shall be for a minimum of two years and a maximum of five years.
10. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
12. A QF shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants, sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.

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DATE OF ISSUE: January 29, 2025

DATE EFFECTIVE: Service rendered on and after February 1, 2025

ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

Availability

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

Rates

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

2-year contract - \$0

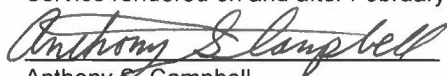
5-year contract - SPP	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
	\$22.88	\$23.44	\$24.00	\$24.58	\$25.18	\$25.79

5-year contract - CoGen	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
	\$91.53	\$93.74	\$96.01	\$98.33	\$100.71	\$103.15

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

Terms and Conditions

- 1. All energy and capacity, if elected, from a QF will be sold only to EKPC. EKPC will offer the energy and any supplied capacity into the PJM wholesale power market.
- 2. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE: January 29, 2025
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ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

Issued by the authority of an Order of the Public Service Commission of Kentucky in Case No. 2024-00101 dated January 17, 2025.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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Grid Connected Qualifying Facility Sized Less Than 100 kW (continued)

- 3. A QF shall provide reasonable protection for EKPC's and Cooperative's system.
- 4. A QF electing to receive capacity payments is subject to a non-performance penalty should the QF not provide energy during the periods in which PJM has declared a Performance Assessment Interval ("PAI") affecting the EKPC zone in the PJM region. Seller may be eligible to receive a payment for any performance that exceeds the performance PJM expects from the unit and PJM has collected non-performance penalties that may be distributed to the resources PJM has deemed as having over performed during periods in which PJM has declared a PAI affecting the EKPC Zone in the PJM region. The non-performance penalty shall be consistent with the current PJM Open Access Transmission Tariff ("OATT") penalty calculation as described in PJM OATT, Attachment DD, Section 10A.
- 5. A QF electing to receive capacity payments shall provide reasonable credit assurance for EKPC and Cooperative. This includes, but is not limited to, collateral provided by the Seller and held by EKPC to mitigate potential default by the QF of paying any assessed non-performance penalty.
- 6. A QF shall pay EKPC and Cooperative for all one-time and ongoing costs incurred as a result of interconnecting with the QF, including but not limited to, system impacts studies, operation, maintenance, metering, administration, and billing. Should the QF elect to supply capacity, the QF also will be responsible to PJM for all costs associated with PJM's interconnection process as defined in the PJM OATT Section IV.
- 7. A QF shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
- 8. The initial contract term of QF agreement made pursuant to this tariff shall be for a minimum of two years and a maximum of five years.
- 9. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
- 10. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
- 11. A QF shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants, sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.

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Linda C. Bridwell
Executive Director



**EFFECTIVE
2/1/2025**

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

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

Availability

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

Rates

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

Terms and Conditions

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity over twenty (20) MW nor from SPP QFs with a net capacity over five (5) MW.
2. A QFs "as available" energy will be sold only to EKPC. Payment for "as available" energy will be provided to the retail member via check or a bill credit.
3. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
4. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices, including, IEEE 1547 standard.
5. A QF shall pay EKPC and Cooperative for all one-time and ongoing costs incurred as a result of interconnecting with the QF, including but not limited to, system impacts studies, operation, maintenance, administration, special metering, and billing.

DATE OF ISSUE: January 29, 2025

DATE EFFECTIVE: Service rendered on and after February 1, 2025

ISSUED BY: *Anthony S. Campbell*
Anthony S. Campbell,
President and Chief Executive Officer

Issued by the authority of an Order of the Public Service Commission of Kentucky in Case No. 2024-00101 dated January 17, 2025.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

**EFFECTIVE
2/1/2025**

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

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

- 6. A QF shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00.
 - b. Property Damage - \$500,000.00
- 7. The Initial contract term shall be for a minimum of two years and a maximum of five years.
- 8. QFs co-located with a retail member's load proposing to supply "as available" energy shall not be entitled to a capacity payment.
- 9. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
- 10. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
- 11. Retail member shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants, sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.
- 12. A QF shall not supply electric energy to a retail member unless it is owned and operated by the retail member.
- 13. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed QF, shall not exceed 15% of the line section's most recent annual one-hour peak load. A line section is the smallest part of the primary distribution system the QF could remain connected to after operation of any sectionalizing devices.
- 14. If the QF is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed QF, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 15. If the proposed QF is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

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DATE OF ISSUE: January 29, 2025

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
2/1/2025**

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

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

Availability

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

Rates

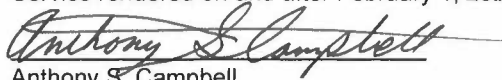
1. Capacity – The QF is providing EKPC only the energy that exceeds the retail member's consumption, or "as available" energy. The QF does not supply capacity, and, thus, is not eligible to receive a capacity payment.
2. Energy – The retail member will be credited monthly for the "as available" energy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

Terms and Conditions

1. A QFs "as available" energy will be sold only to EKPC. Payment for "as available" energy will be provided to the retail member via check or a bill credit.
2. QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
3. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices, including, IEEE 1547 standard.
4. A QF shall pay EKPC and Cooperative for all costs incurred as a result of interconnecting with the QF, including but not limited to, operation, maintenance, administration, special metering, and billing.
5. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed QF, shall not exceed 15% of the line section's most recent annual one-hour peak load. A line section is the smallest part of the primary distribution system the QF could remain connected to after operation of any sectionalizing devices.

DATE OF ISSUE: January 29, 2025

DATE EFFECTIVE: Service rendered on and after February 1, 2025

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Anthony S. Campbell,
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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 2/1/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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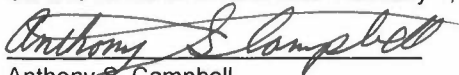
Co-located Qualifying Facility Sized Less Than 100kW (continued)

- 6. If the QF is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed QF, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 7. If the proposed QF is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 8. Cooperative will install, at the utility's expense, a bi-directional meter capable of communicating with the metering system of the utility. Any additional meter communication equipment, special meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the retail member's expense.
- 9. QFs co-located with a retail member's load proposing to supply "as available" energy shall not be entitled to a capacity payment.
- 10. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
- 11. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
- 12. Retail member shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants and receive approval from EKPC and Cooperative prior to connecting to the power grid. EKPC and Cooperative may deny approval of the Application for Interconnection if either of them determines the QF cannot be safely connected to the Cooperative's power grid, or if the system fails the Terms & Condition set forth in this tariff or the Application for Interconnection. Additional Terms and Conditions may apply.
- 13. A QF shall not supply electric energy to a retail member unless it is owned and operated by the retail member.

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DATE OF ISSUE: January 29, 2025

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 2/1/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Member-Supplied Renewable Energy

Application for Interconnection

100kW or Less from Co-located Qualifying Facility

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

Member Name: _____ Account Number: _____

Member Address: _____

Member Phone No.: _____ Member E-Mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address: _____

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

Energy Source: Solar Wind Hydro Biogas Biomass

Type of Generator: Inverter-Based Synchronous Induction

Is inverter certified to UL 1741: No Yes

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

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

Is Battery Storage Used: No Yes If Yes, Battery Power Rating: _____

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

Attach site drawing or sketch showing location of EKPC Owner-Member meter, energy source, Cooperative accessible disconnect switch and in

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

Expected Start-up Date: _____

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Linda C. Bridwell
Executive Director

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2/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TERMS AND CONDITIONS:

- 1) Cooperative shall provide the Member bi-directional metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests or the QF requires any additional meter or special meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by EKPC's Owner-member technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the QF in parallel with Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the QF. Upon reasonable request from Cooperative, the Member shall demonstrate QF compliance.
- 3) The QF shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) EKPC's Owner-member's rules, regulations, and Service Regulations as contained in Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission ("Commission"); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the QF by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Cooperative's system required to accommodate the QF shall be considered excess facilities. Member shall agree to pay Cooperative for actual costs incurred for all such excess facilities prior to construction. The Member shall operate the QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Cooperative's electric system. At all times when the QF is being operated in parallel with Cooperative's electric system, the Member shall operate the QF in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Cooperative to any of its other members or to any electric system interconnected with Cooperative's electric system. The Member shall agree that the interconnection and operation of the QF is secondary to, and shall not interfere with, Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 5) The Member shall be responsible for protecting, at Member's sole cost and expense, the QF from any condition or disturbance on Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Cooperative shall be responsible for repair of damage caused to the QF resulting solely from the negligence or willful misconduct on the part of Cooperative.
- 6) After initial installation, Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Application and approval process. Following the initial testing and inspection of the QF and upon reasonable advance notice to the Member, Cooperative shall have access at reasonable times to the QF to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the QF comply with the requirements of this tariff.
- 7) Eligible Member shall furnish and install on the Member's side of the point of connection a safety disconnect switch, which shall be capable of fully disconnecting the Member's QF from Cooperative's electric service under the full rated conditions of the Member's QF. The external disconnect switch (EDS) shall be located adjacent to Cooperative's meter or the location of the EDS shall be noted by placing a sticker on the meter, and shall be in a metal enclosure which can be secured by a padlock. If the EDS is not adjacent to the meter, the Member shall be responsible for ensuring that the EDS is clearly marked and legibly identified for so long as the QF is operational. The disconnect switch shall be accessible to Cooperative personnel at all times. Cooperative may waive the requirement for an EDS for a QF at its sole discretion, and on a case-by-case basis, upon review of the QF operating parameters and if permitted under Cooperative's safety and operating protocols.

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2/1/2025
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- 8) Cooperative shall have the right and authority at Cooperative's sole discretion to isolate the QF or require the Member to discontinue operation of the QF if Cooperative believes that: (a) continued interconnection and parallel operation of the QF with Cooperative's electric system may create or contribute to a system emergency on either Cooperative's or the Member's electric system; (b) the QF is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Cooperative's electric system; or (c) the QF interferes with the operation of Cooperative's electric system. In non-emergency situations, Cooperative shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Cooperative is unable to immediately isolate or cause the Member to isolate only the QF, Cooperative may isolate the Member's entire facility.
- 9) The Member shall agree that, without the prior written permission from Cooperative, no changes shall be made to the QF as initially approved. Increases in QF capacity will require a new "Application for Interconnection" which will be evaluated on the same basis as any other new application. Repair and replacement of existing QF components with like components that meet UL 1741 certification requirements and not resulting in increases in QF capacity is allowed without approval.
- 10) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless EKPC and Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's QF or any related equipment or any facilities owned by EKPC or Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of EKPC or Cooperative or its employees, agents, representatives, or contractors.

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

- 11) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for the generating facilities as set forth in the applicable tariff schedule. The Member shall, upon request, provide Cooperative with proof of such insurance at the time that application is made for net metering or anytime thereafter.
- 12) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, EKPC or Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the QF equipment, controls, and protective relays and equipment.

A Member's QF is transferable to other persons or service locations only after notification to Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved QF is being transferred to another person, member, or location, Cooperative will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Cooperative will notify the Member in writing and list what must be done to place the facility in compliance

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

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by all parties (Member, EKPC, Cooperative, and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Cooperative at least sixty (60) days' written notice; (b) EKPC or Cooperative may terminate upon failure by the Member to continue ongoing operation of the QF; (c) any party may terminate by giving the other parties at least thirty (30) days' prior written notice that another party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff,

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

2/1/2025

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

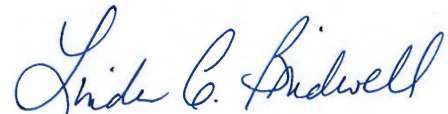
regulation, contract, or policy of Cooperative so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) EKPC or Cooperative may terminate by giving the Member at least thirty (30) days' notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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

Member Signature _____ Date _____ Title _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

2/1/2025

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

EKPC AND COOPERATIVE APPROVAL AND AGREEMENT EXECUTION SECTION

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

Cooperative inspection and witness test: Required Waived

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

Call Cooperative to schedule an inspection and witness test.

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

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

Additions, Changes, or Clarifications to Application Information:

None As specified here: _____

EKPC:

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

Cooperative:

Approved by: _____ Date: _____

Printed Name: _____ Title: _____



Rate EM

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Earnings Mechanism

Standard Rider

This Earnings Mechanism is a rider to Rates B, C, E and G as well as applicable to all special contract customers.

Applicability

In all territories of Owner-Member Cooperatives ("owner-member") of EKPC.

Availability

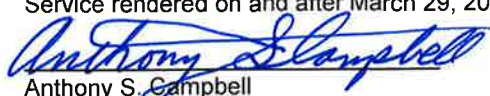
Available to Owner-Members ("owner-member") and End-Use Retail Members ("retail member") pursuant to Paragraph 6 of the Joint Stipulation, Settlement Agreement and Recommendation approved in Case No. 2021-00103.

Purpose

EKPC has committed to return any excess margins to its owner-members for contemporaneous pass-through to retail members in the form of a bill credit in the event that EKPC achieves per-book margins in excess of a 1.40 TIER in any calendar year. Any excess margins to be returned will be allocated based upon the percentage of each EKPC rate class' total revenue for the most recent calendar year. EKPC will make an annual filing with the Commission setting forth its calculations of margins and any required bill credit for the most recent calendar year on or before April 30th of the following year.

Methodology

Excess Margins. EKPC will determine any excess margins for the most recent calendar year by comparing the per book margins reflected in the achieved TIER with the margins needed to produce a 1.40 TIER. If the margins reflected in the achieved TIER exceed the margins needed to produce a 1.40 TIER, then the dollar difference in the margins will constitute excess margins to return to the owner-members and retail members. If the margins needed to produce a 1.40 TIER exceed the margins reflected in the achieved TIER, then there will be no excess margins returned for the calendar year.

DATE OF ISSUE: April 11, 2022
DATE EFFECTIVE: Service rendered on and after March 29, 2022
ISSUED BY: 
Anthony S. Campbell
President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00429 dated March 29, 2022.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/29/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Rate EM (continued)

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Allocation of Excess Margins. EKPC will determine its total revenues from its owner-members for the most recent calendar year in total and by applicable rate classes. For purposes of this calculation,


- a. EKPC's rate classes are tariffed Rates B, C, E, and G and special contracts not based on tariffed rate schedules; and
- b. EKPC's Rate E total revenues will include the solar panel production credits, green power billing, direct load control credits, and the generator credit.

The allocation of the excess margin for the most recent calendar year will be performed using a two-step process. EKPC will first determine the percentage of total revenues each of its rate classes represent. The excess margin will be multiplied by this rate class percentage of total revenues to determine the allocation of the excess margin by rate class. If the rate class only has one retail member, then no further allocation will be necessary. For all other rate classes, EKPC will next determine the percentage of each rate class' revenues provided by the owner-members. The allocated excess margin by rate class will be multiplied by the applicable owner-member percentage for that rate class to determine the allocation of the excess margin by rate class by owner-member. EKPC will prepare and provide to each owner-member a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. The owner-member will utilize this schedule to determine bill credit that will pass-through the excess margins to their retail members.

Payment of Bill Credit. EKPC will include the applicable bill credit to each owner-member on the billing invoices issued in June of the year for the annual filing. However, in the event that it appears that the one time bill credit would create an adverse impact to EKPC's cash flows, EKPC may request and the Commission may order, other amortization periods on a case-by-case basis.

DATE OF ISSUE: April 11, 2022

DATE EFFECTIVE: Service rendered on and after March 29, 2022

ISSUED BY: 
 Anthony S. Campbell
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00429 dated March 29, 2022.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/29/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Power Factor Adjustment

Applicability

In all territories of owner-members of EKPC.

Availability

This rate schedule shall apply to Rate B, Rate C, Rate E, and Rate G.

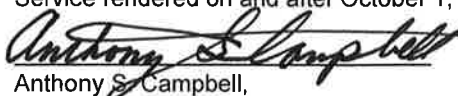
The owner-member agrees to maintain a unity power factor as nearly as practicable at each load center at the time of the monthly peak demand for the load center. When the power factor is determined to be less than 90%, the actual monthly demand at the load center will be adjusted by multiplying the actual monthly demand by ninety (90%) and dividing this product by the actual power factor at the time of the monthly peak demand for the load center. For new load centers, the power factor penalty will not be applicable for the month of energization or the succeeding six (6) months. The demand rate applicable for power factor penalty billing is the lowest demand rate in Rate B, C, E, or G.

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ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

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KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 10/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM

Touchstone Energy Home

Purpose

In an effort to improve new residential home energy performance, EKPC has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is $\geq 25\text{-}30\%$ more efficient than the Kentucky standard built home.

The standard built new home in rural Kentucky typically receives a 105 on the Home Energy Rating System ("HERS") Index.

Availability

This program is available in all service territories served by EKPC.

Eligibility

To qualify as a Touchstone Energy Home under EKPC's program, the participating single-family home must be located in the service territory of a participating owner-member and must meet the program guidelines following one of the two (2) available paths of approval. Multi-family dwellings pre-approved by EKPC may be eligible.

Prescriptive Path:


- Home must meet each efficiency value as prescribed by EKPC.
- Home must receive pre-drywall inspection and complete EKPC's pre-drywall checklist.
- Home must receive a final inspection, pass a whole-house air-leakage test, and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump \geq current ENERGY STAR[®] specifications for Seasonal Energy Efficiency Ratio "SEER" and Heating Seasonal Performance Factor "HSPF" or Geothermal.
- Water Heater must be an electric storage tank water heater that is \geq current Energy and Water conservation standards established by the Federal Department of Energy "DOE".

Performance Path:


- Home must receive a HERS Index score of ≤ 75 (At least 30% more efficient than the KY standard built home)
- Home must receive pre-drywall inspection and complete EKPC's pre-drywall checklist.
- Home must receive a final inspection, pass a whole-house air-leakage test and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump \geq Current Energy and Water conservation standards established by the Federal DOE or Geothermal
- Home must pass current energy code requirements established in the Kentucky Residential Code
- Water Heater must be an electric storage tank water heater that is \geq current Energy and Water conservation standards established by the Federal DOE.

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Gwen R. Pinson Executive Director 
EFFECTIVE 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM – (continued)

Touchstone Energy Home


Payments

EKPC will provide the payments outlined below to the owner-member to cover administrative cost, net lost revenue, and the recommended incentive to the retail member. Lost revenue calculations may fluctuate based on current electric rates.

<u>Program Path</u>	<u>Payment to Member System</u>
Prescriptive Path	\$1,450
Performance Path	\$1,450

Term


The program is an ongoing program.

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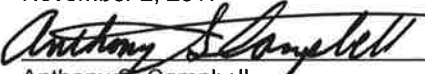
**KENTUCKY
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Gwen R. Pinson
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Gwen R. Pinson Executive Director 
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DSM

Direct Load Control Program – Residential

Purpose

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

Availability

The Direct Load Control Program is available to residential retail members in the service territories of EKPC owner-members and will include the control of existing water heaters, existing and new air conditioners and heat pumps.

Availability may be denied where, in the judgment of the owner-member, installation of the load control equipment is impractical.

Eligibility

To qualify for this program, the new participant must be located in the service territory of a participating owner-member and have central air conditioning or heat pump units with single-stage compressors.

The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff.

The participant may either own or rent the residence where the qualifying appliances are located. The residence may be either a single-family structure or a multi-family apartment facility.

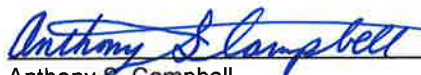
The participant is responsible for obtaining the permission of the owner of the rented residence to participate in the load control program. The owner-member may require that a rental property agreement be executed between the owner-member and the owner of the rented residence.

Program Incentives


EKPC and participating owner-member will provide an incentive to the participants in this program for the following appliances:

Water Heaters: EKPC will reimburse the participating owner-member \$10.00 per water heater annually. The participating owner-member, in turn, has the option of crediting the power bill of the participant \$10.00 per water heater per year or provide the incentive via other payment means including, but not limited to, a check. The participant will receive this incentive regardless of whether the water heater is actually controlled during any program month.

Air Conditioners and Heat Pumps: EKPC and participating owner-members will provide an incentive to the participants in this program. The participant may select one of three alternatives. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is actually controlled during any program month.

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

DSM – Direct Load Control Program – Residential (continued)

Alternative One: EKPC will reimburse the participating owner-member \$20.00 annually per participating air conditioner or heat pump. The participating owner-member will, in turn, credit the residential power bill of the participant \$20.00 per air conditioner or heat pump or provide the incentive via other payment means including, but not limited to, a check.

Alternative Two: When technically feasible, EKPC may provide and install, at no cost, one or more Wi-Fi enabled thermostats as needed for control purposes or EKPC may provide a Wi-Fi enabled thermostat and a rebate up to \$100 to offset the member’s cost to have the thermostat installed by the member’s own heating and air-conditioning contractor. The member must sign-up each EKPC provided thermostat within 60 days or return it to EKPC or be invoiced by EKPC for the cost of the thermostat. Wi-Fi enabled means any thermostat utilizing the Wi-Fi communication protocol or similar local networking communication protocols. The member must have a fixed location, reliable internet for communication. EKPC will reimburse the participating member \$20 per qualifying Wi-Fi enabled thermostat annually.

Alternative Three: EKPC will reimburse the participating owner-member \$20.00 annually per qualifying Wi-Fi enabled thermostat provided by the retail member that controls an air conditioner or heat pump or provide the incentive via other payment means including, but not limited to, a check. EKPC will provide a rebate up to \$100 to offset the member’s cost to have the thermostat installed by the member’s own heating and air-conditioning contractor. The member must have a fixed location, reliable internet for communication.

If the appliances noted above are controlled or interrupted during the time of EKPC’s monthly billing peak, no additional monetary adjustments will be made. If the appliances noted above are not controlled or interrupted during the time of EKPC’s monthly billing peak, then EKPC will credit the owner-member’s bill by an amount which represents the savings that would have occurred had the control or interruption been made.

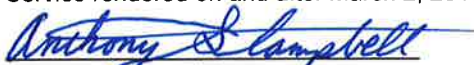
When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the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

Program Special Incentives


EKPC and participating owner-members will provide a special incentive up to \$20.00 for new participants that install a load control switch on qualifying air conditioners and heat pumps, utility supplied Wi-Fi enabled thermostat or retail member supplied Wi-Fi enabled thermostat. This one-time incentive will be in the form of a bill credit on the electric bill following the switch installation or provided via other payment means including, but not limited to, a check.

Time Periods for Direct Load Control Program

Water Heaters: Existing load control switches may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of four (4) hours per event during the October through April months indicated below.

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Executive Director

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

DSM – Direct Load Control Program – Residential (continued)

EKPC will cycle the water heaters only during the hours listed below.

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

Air Conditioners and Heat Pumps: A load control device (switch or Wi-Fi enabled thermostat) will be placed on each central air conditioning unit or heat pump will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via AMR, AMI, Wi-Fi or similar communication technologies.

EKPC will control the air conditioning units and heat pumps only during its summer on-peak billing hours listed below and up to (4) four hours per event.


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

Terms and Conditions

1. Prior to the installation of load control devices, the owner-members may inspect the participant's electrical equipment to insure good repair and working condition, but the owner-members shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of the owner-members, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump for Alternatives One and Two as noted in this tariff. The participant must allow the owner-member, or its representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of the owner-member to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at the owner-member's option, result in discontinuance of credits under this tariff until such time as the owner-member is able to gain the required access.
3. Participants in the Pilot program from Big Sandy RECC and Blue Grass Energy will have the opportunity to participate in this program. Equipment already installed on the premises may be used as part of this program.
4. Participants may join the program at any time during the year. Participants with air conditioning or heat pump units who join during the months of June through September can select an incentive alternative as described in this Tariff. If the incentive is selected, incentives will be provided annually.
5. If a participant decides to withdraw from the program or change incentive alternatives, the owner-member will endeavor to implement the change as soon as possible.
6. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative, but may change alternatives later as described in this Tariff.

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3/2/2019**

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

DSM Pilot

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Residential Electric Vehicle Off-Peak Charging Program

Applicability

In all territories of owner-members of EKPC.

Availability

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

The Program will be a three year pilot ending June 30, 2026. EKPC reserves the right to restrict the number of retail members in the pilot.

Purpose

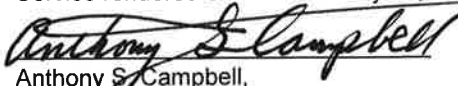
The Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow EKPC to utilize its system more efficiently, manage market purchases, defer the construction of new generation, and promote the adoption of EVs.

Eligibility

To qualify for this program, the retail member's residence must be located in the service territory of a participating owner-member and the retail member must utilize a level 2 EVSE. Eligibility may be denied when the EV or the EVSE is not compatible with or does not function properly with the energy software platform utilized for this program.

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

The retail member is responsible for obtaining the permission of the owner of the rented residence to participate in the Program.

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EFFECTIVE 7/12/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM Pilot (continued)

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Program Incentives

EKPC will provide a monthly \$.01 per-kwh credit to the owner-member, to be passed onto the retail member, for all registered EVs charging energy (kWhs) that occurs during the off-peak hours at the retail member's residence. The off-peak hours occur from 10:00 PM to the following 6:00 AM EPT for all days of the year.

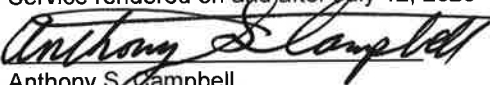
In addition to EKPC's \$.01 per-kWh credit, the owner-member will provide a monthly \$.01 per-kWh credit to the retail member. In total, the retail member will receive a monthly \$.02 per-kWh credit member for all registered EVs charging energy (kWhs) that occurs during off-peak hours.

Terms and Conditions

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

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DSM

Direct Load Control Program – Commercial

Purpose

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

Availability

The Direct Load Control Program is available to commercial retail members in the service territories of EKPC’s owner-members and will include the control of air conditioners, heat pumps, and water heaters.

Availability may be denied where, in the judgment of the owner-member, installation of the load control equipment is impractical.

Eligibility

To qualify for this Program, the participant must be located in the service territory of a participating owner-member and have central air conditioning or heat pump units. The appliance may be electrically cycled or interrupted in accordance with the rules of this Tariff.


The participant is responsible for obtaining the permission of the commercial property owner to participate in the load control program. The owner-member may require that a rental property agreement be executed between the owner-member and the owner of the rented commercial property.

Program Incentives


EKPC and participating owner-members will provide an incentive to the participants in this program for the following appliances:

Air Conditioners and Heat Pumps: The incentive will be based on the tonnage of the air conditioning or heat pump unit. Units up to and including five tons will receive \$20.00 per unit annually. Units over five tons will receive an additional annual credit of \$4.00 per ton per unit. EKPC will reimburse the participating owner-member at the applicable incentive credit. The participating owner-member will, in turn, credit the commercial power bill of the participant at the applicable incentive credit, or provide via other payment means including, but not limited to, a check. The participant will receive the incentive regardless of whether the air conditioner or heat pump unit is actually controlled during any program month.

Water Heaters: EKPC will reimburse the participating owner-member \$10.00 per water heater annually. The participating owner-member, in turn, will credit the commercial power bill of the participant \$10.00 per water heater per year or provide the incentive via other payment means including, but not limited to, a check. The participant will receive this incentive regardless of whether the water heater is actually controlled during any program month.

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3/2/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM- Direct Load Control Program – Commercial (continued)

Time Period for Direct Load Control Program

Air Conditioners and Heat Pumps: A load control device will be placed on each central air conditioning or heat pump unit that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via AMR, AMI, Wi-Fi or similar communication technologies.

EKPC will control the air conditioning units only during its summer on-peak billing hours listed below:

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

Water Heaters: A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of four (4) hours per event during the October through April months indicated below.

EKPC will cycle the water heaters only during the hours listed below.

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


If the appliances noted above are controlled or interrupted during the time of EKPC's monthly billing peak, no additional monetary adjustments will be made. If the appliances noted above are not controlled or interrupted during the time of EKPC's monthly billing peak, then EKPC will credit the owner-member's bill by an amount which represents the savings that would have occurred had the control or interruption been made.

Terms and Conditions

1. Prior to the installation of load control devices, the owner-members may inspect the participant's electrical equipment to insure good repair and working condition, but the owner-members shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of the owner-members, will install, in some cases own, and maintain the load management devices controlling the participant's air conditioner or heat pump unit. The participant must allow the owner-member, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of the owner-member to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at the owner-member's option, result in discontinuance of credits under this tariff until such time as the owner-member is able to gain the required access.

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DSM – Direct Load Control Program – Commercial (continued)


- 3. Participants may join the program at any time during the year. Participants with air conditioners or heat pumps, who join during the months of June through September will receive bill credit incentive annually.
- 4. If a participant decides to withdraw from the program, the owner-members will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months.

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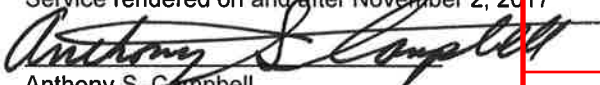
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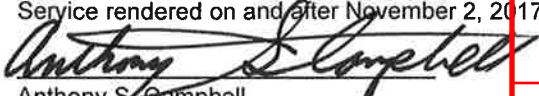
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DSM
Button-Up Weatherization Program

Purpose

The Button-Up Weatherization Program offers an incentive for reducing the heat loss of a home. The retail member may qualify for this incentive by improving attic insulation and by reducing the air leakage of their home or by sealing their HVAC duct system.

Availability

This program is available in all service territories of the owner-members of EKPC.

Eligibility

This program is targeted at older single-family, multi-family or manufactured dwellings. Eligibility requirements are:

- Home must be 2-years old or older to qualify for the incentive.
- Primary source of heat must be electricity.

The Button Up incentive will promote the reduction of energy usage through air sealing on the part of retail members. Typical air sealing could include caulking, improved weather stripping, sealing attic accesses, etc. To receive this incentive either an EKPC approved contractor or owner-member representative must perform a “pre” and “post” blower door test to measure actual Btuh reduced.

The attic insulation portion of the Button Up incentive will promote the reduction of energy usage on the part of the retail member. Heat loss calculation of Btuh reduced will be made by using either the Manual J 8th Edition or through other methods approved by EKPC. Heat loss calculations in Btuh are based on the winter design temperature. In order to receive an incentive for attic insulation, an air seal must be completed.

The HVAC duct sealing portion of the Button up is a standalone measure that can be utilized to air seal HVAC duct systems located in un-heated spaces. Air sealing ducts with traditional mastic sealers is an effective way to lower energy costs.

- Limited to homes that have accessible centrally ducted heating systems in unconditioned areas.
- Initial duct leakage must be greater than 10cfm per 100ft²
- Contractor or owner-member Representative are required to conduct a “pre” and “post” blower door test to verify reductions. Only contractors trained or pre-approved by EKPC may be used.
- Duct leakage per system must be reduced to less than 8cfm per 100ft² (Ex: Duct system serves 1200ft. 1200ft²/100= 12 x 8cfm= Duct Seal Target of 96cfm)

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President and Chief Executive Officer

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Linda C. Bridwell Executive Director	
	
EFFECTIVE 5/22/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

DSM
Button-Up Weatherization Program (continued)

- All joints in the duct system must be sealed with foil tape and duct mastic. Foil tape alone does not qualify as properly sealing the duct system.

For homes that have two or more separately ducted heat systems, each system will qualify independently for the incentive.

Payments

The air sealing and ceiling insulation portion of the Button Up incentive will pay a total payment of \$70 per thousand Btuh reduced and the maximum rebate incentive up to \$750 (\$40 per thousand Btuh to the retail member and \$30 per thousand Btuh to the owner-member). EKPC will also pay the owner-member an administrative fee of \$230 and up to \$565 for lost margins. EKPC will pay up to a total transfer payment of \$1,545.

The HVAC duct sealing portion of the Button Up program will pay a \$400 incentive to residential members (or their contractor) that meets the eligibility requirements for duct sealing listed above. EKPC will also pay the owner-member an administrative fee of \$100 and lost margins of \$150. EKPC will pay a total transfer payment of \$650.

Term

The program is an ongoing program.

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President and Chief Executive Officer

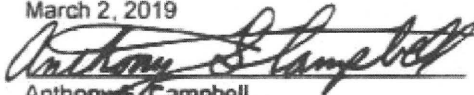
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Linda C. Bridwell
Executive Director

Linda C. Bridwell

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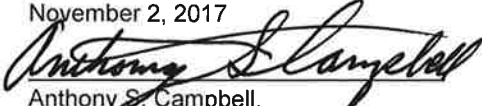
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ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



EFFECTIVE
11/2/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM

Heat Pump Retrofit Program

Purpose

The Heat Pump Retrofit Program provides incentives for residential retail members to replace their existing resistance heat source with a heat pump.

Availability

This program is available in all service territories served by EKPC.

Eligibility

This program is targeted to retail members who currently heat their home with a resistance heat source; this program is targeted to site-built homes, manufactured homes, and multi-family dwellings. Eligibility requirements are:

- Incentive only applies when homeowner's primary source of heat is an electric resistance heat furnace, ceiling cable heat, baseboard heat or electric thermal storage.
- Existing heat source must be at least two (2)-years old.
- New manufactured homes are eligible for the incentive.
- Two (2) maximum incentive payments per location, per lifetime for centrally ducted systems.
- Ducted and Ductless mini-splits applying for the incentive will be incentivized at a rate of \$250 per indoor head unit up to a maximum of three head units per location, per lifetime.
- Participants in the Heat Pump Retrofit Program are not eligible for participation in the ENERGY STAR® Manufactured Home Program.

Payments

Homeowners replacing their existing resistance heat source with a heat pump will qualify for the following incentive based on the equipment type.

Equipment Type

Central Ducted Systems:

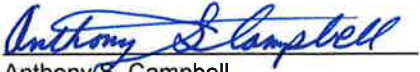
Current Energy Conservation Standard established by the Federal Department of Energy "DOE".	\$1605 + \$90 Admin Fee
---	-------------------------

Payment to Member System

Current ENERGY STAR® level equipment or greater.	\$1901 + \$90 Admin Fee
--	-------------------------

DATE OF ISSUE: January 30, 2019


DATE EFFECTIVE: Service rendered on and after March 2, 2019

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Executive Director



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3/2/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM - Heat Pump Retrofit Program (continued)

Mini Split Systems:


Ducted or Ductless Mini-Splits

\$685 per indoor heat unit + \$90 Admin Fee


EKPC will provide the payments outlined above to the owner-member for administrative costs, lost revenue, and the recommended incentive to the retail member. Lost revenue calculations may fluctuate based on current rates.

Term

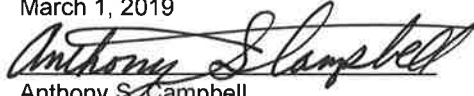
The program is an ongoing program.

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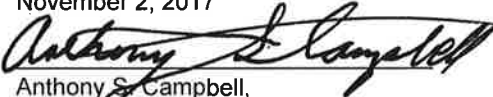
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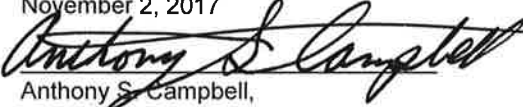
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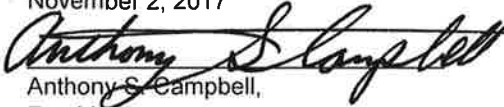
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EFFECTIVE 11/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. No. 35, Third Revised Sheet No. 75
Canceling P.S.C. No. 35, Second Revised Sheet No. 75


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Linda C. Bridwell Executive Director	
<i>Linda C. Bridwell</i>	
EFFECTIVE 2/1/2024	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

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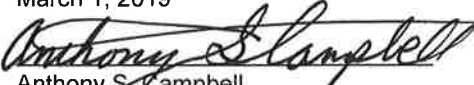
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3/1/2019

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

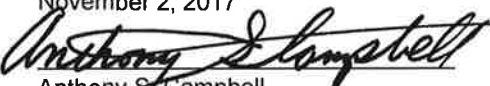
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11/2/2017
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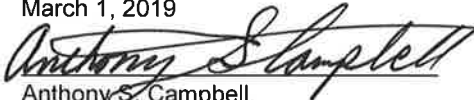
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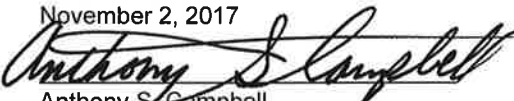
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Executive Director

EFFECTIVE
11/2/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM - 10

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Community Assistance Resources for Energy Savings Program

Purpose

EKPC Community Assistance Resources for Energy Savings (“CARES”) program provides an incentive to enhance the weatherization and energy efficiency services provided to the retail members of the owner-members of EKPC by the Kentucky Community Action Agency (“CAA”) network of not-for-profit community action agencies or by Kentucky’s non-profit affordable housing organizations (“AHO”). EKPC will provide an incentive through the owner-member to the CAA or AHO on behalf of the retail member. EKPC’s program has two (2) primary objectives. First, EKPC’s incentive will enable the CAA or AHO to accomplish additional energy efficiency improvements in each home. Second, the additional incentive from EKPC will assist the CAA or AHO in weatherizing more homes.

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Availability

This U.S. Department of Energy’s Weatherization Assistance Program is available to retail members who qualify for weatherization and energy-efficiency services through their local CAA in all service territories of the owner-members of EKPC.

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Weatherization and energy efficiency services provided by Kentucky’s AHO’s are also available to retail members in all service territories of the owner-members of EKPC.

Eligibility

AGENCY QUALIFICATIONS

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

HOMEOWNER QUALIFICATIONS

- A participant must be a retail member of one of EKPC’s owner-members.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of either the Weatherization Assistance Program administered by the local CAA or the AHO. Household income cannot exceed the designated poverty guidelines administered by the CAA or AHO.
- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:

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

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ISSUED BY: *Anthony S. Campbell*
Anthony S. Campbell,
President and Chief Executive Officer

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PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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5/22/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM – 10 (continued)

T

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

Payments**HEAT PUMP - ELIGIBLE HOMES**

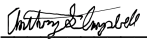
EKPC will reimburse the owner-member for rebates paid to a CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$2,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

- **HEAT PUMP:**
Upgrading from low-efficiency electric heat source to a heat pump will be reimbursed at a rate of one-hundred percent (100%) of the total incremental cost (material + labor) up to a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.
- **WEATHERIZATION IMPROVEMENTS:**
Any of the following weatherization improvements made to the home will be reimbursed at a rate of fifty percent (50%) of a CAA's or AHO's cost (material + labor), up to a maximum of \$1,000:
 - Insulation
 - Air sealing
 - Duct sealing, insulating, and repair
 - Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by the owner-member at a rate of ten percent (10%).

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Executive Director



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5/22/2022

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

DSM – 10 (continued)

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HEAT PUMP - INELIGIBLE HOMES

EKPC will reimburse a CAA's or AHO's energy efficiency efforts through the owner-member at the rates detailed below. The maximum incentive possible per household is \$750, which can be reached by using any combination of the following improvements not to exceed the maximum:

- **WEATHERIZATION IMPROVEMENTS:**
Any of the following weatherization improvements made to the home will be reimbursed at a rate of twenty-five (25%) of a CAA's or AHO's cost (material + labor) up to a maximum of \$750:
 - Insulation
 - Air sealing
 - Duct sealing, insulating, and repair
 - Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by the owner-member at a rate of ten percent (10%).

LOST REVENUE AND ADMINISTRATIVE COSTS


The owner-member will receive a transfer payment of \$600 to cover lost revenue and \$100 to cover its administrative cost. T

Term

The program is an ongoing program.

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Executive Director

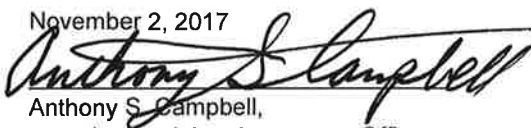



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5/22/2022

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KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
EFFECTIVE 11/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EAST KENTUCKY POWER COOPERATIVE INC.
P.O. Box 707 Winchester, Kentucky 40391
Wholesale Power Invoice
Substation Detail Charges
Month 20XX

Invoice Date

Substation	Rate Sch	Billing Notes	Billing Demand	KWH	Demand Charge	Energy Charge	Metering Point	Sub/Wheeling Charge	Fuel Adj	DLC	Surcharge	Total Charges
------------	----------	---------------	----------------	-----	---------------	---------------	----------------	---------------------	----------	-----	-----------	---------------

CO-OP Totals

Direct Load

Green Power

Generator Credit

Renewable Energy Certificate(s)

Panel Production Credit

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CO-OP Amount Due

* Consumer billed from a contract minimum

Normally due in usable funds by the 27th of the month, subject to the provisions in EKPC Board Policy No. 204, related to weekends and holidays.

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ISSUED BY: *Anthony S. Campbell*
Anthony S. Campbell,
President and Chief Executive Officer

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
2/1/2024**

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

EAST KENTUCKY POWER COOPERATIVE, INC

FOR ALL COUNTIES SERVED

P.S.C. No. 35, First Revised Sheet No. 89
Canceling P.S.C. No. 35, Original Sheet No. 89

CO-OP NAME
Tennessee Gas Pipeline

EAST KENTUCKY POWER COOPERATIVE INC.
P.O. Box 707 Winchester, Kentucky 40391
Wholesale Power Invoice
Substation Detail Charges
Month 20XX

Invoice Date

Substation	Rate Sch	Billing Notes	Billing Demand	KWH	Demand Charge	Energy Charge	Dump Energy Credit	Excess Energy Charge	Energy Adder	Surcharge	Total Charges
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CO-OP Totals

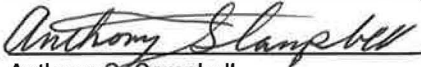
CO-OP Amount Due

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Executive Director



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2/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. No. 35, Second Revised Sheet No. 90
 Canceling P.S.C. No. 35, First Revised Sheet No. 90

OWEN-GALLATIN

EAST KENTUCKY POWER COOPERATIVE INC.
 P.O. Box 707 Winchester, Kentucky 40391

Invoice Date

Wholesale Power Invoice
 Substation Detail Charges
 Month 20XX

EKPC Interrupt Hours: _____

FAC: XXX

Surcharge: XXX

	On-Peak Kw	Off-Peak KW	Energy Kwh	On Peak KW	Air Liquide Off Peak KW	Energy KWH
M1+M6-M8-345kV	XXX,XXX	XXX,XXX	XXX,XXX,XXX			
M2 - 345 kV	XXX,XXX	XXX,XXX	XX,XXX,XXX	X,XXX	X,XXX	X,XXX,XXX
M4+M8 - 138 kV	XX,XXX	XX,XXX	XX,XXX,XXX			
M5 - 345kV	XX,XXX	XX,XXX	XX,XXX,XXX			
M9 - 345 kV	XX,XXX	XX,XXX	XX,XXX,XXX			
M10 - 345 kV	XX,XXX	XX,XXX	XX,XXX,XXX			
M11 - 345 kV	XX,XXX	XX,XXX	XX,XXX,XXX			

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Substation	Rate Sch	Billing Demand	KWH	Demand Charge	Energy Charge	Load Forecast True-Up	Fuel Adjustment	Surcharge	Total Charges
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CO-OP Totals

CO-OP Amount Due

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Linda C. Bridwell
Executive Director



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2/1/2024**

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

Wholesale Power Invoice

KW-Sch. B Contract	X.XX	EAST KENTUCKY POWER COOPERATIVE INC.	KWH-Sch. B/C	.XXXXXX	
Excess B Contract	X.XX		P.O. Box 707 Winchester, Kentucky 40391	KWH-Sch. E On-Peak	.XXXXXX
KW-Sch. C	X.XX		Statistics For Month of _____ 20XX	KWH-Sch. E Off-Peak	.XXXXXX
KW-Sch. DB	X.XX	CO-OP NAME	KWH-Sch. E2 On-Peak	.XXXXXX	
Excess DB	X.XX		KWH-Sch. E2 Off Peak	.XXXXXX	
KW-Sch. E	X.XX		Fuel Rate	.XXXXXX	
KW-Sch. E2	X.XX		Surcharge Rate	.XXXXXX	
KW-Sch.GM	X.XX				
KVA 1000- 2999	XXXX.XX				
KVA 3000- 7499	XXXX.XX				
KVA 7500- 14999	XXXX.XX				
KVA 15000- 99999	XXXX.XX				

Substation	KVA Rating	KW				KWH			
		Constant Rate KW/KWH	NON-CP P.F.	Billing Demand	CP TOO Demand	NON-CP Demand	Contract Demand	Billing KWH	Actual KWH

- Schedule A Statistic Totals
- Schedule B Statistic Totals
- Schedule C Statistic Totals
- Schedule DB Statistic Totals
- Schedule E Statistic Totals ON PEAK
- Schedule E Statistic Totals OFF PEAK
- Schedule G Statistic Totals
- Schedule X Statistic Totals

Grand Totals

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DATE EFFECTIVE: November 2, 2017
ISSUED BY: *Anthony S. Campbell*
 Anthony S. Campbell,
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**KENTUCKY
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Gwen R. Pinson
Executive Director

Gwen R. Pinson

**EFFECTIVE
11/2/2017**

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

Wholesale Power Invoice


EAST KENTUCKY POWER COOPERATIVE INC.
P.O. Box 707 Winchester, Kentucky 40391
Steam Invoice
International Paper Statistics
Month 20XX


Average
Heat Rate

Billing
Demand/MMBTU

T.O.D.
Demand/MMBTU

Billing
Energy/MMBTU

DATE OF ISSUE: October 2, 2017
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KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
EFFECTIVE 11/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EAST KENTUCKY POWER COOPERATIVE INC.
P.O. Box 707 Winchester, Kentucky 40391

Demand/MMBTU	\$XXX,XXX
Energy/MMBTU	\$X,XXX
Fuel Adj./MMBTU	\$XXX,XXX
Minimum Bill	\$XXX,XXX
Fuel Adj./KWH	\$XX,XXX
Surcharge	\$.XXXXXX

Steam Invoice
International Paper Statistics Detail Changes
Month 20XX

Steam Adj. Factor	Bill Notes	Billing Demand/MMBTU	Billing Energy/MMBTU	Demand Charge	Energy Charge	Fuel Adjustment	Surcharge	Total Charge
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Normally due in usable funds by the 27th of the month, subject to the provisions in EKPC Board Policy No. 204, related to weekends and holidays.

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DATE OF ISSUE: December 29, 2023

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Executive Director

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2/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EKPC Emergency Electric Procedures

East Kentucky Power Cooperative, Inc. (EKPC) is filing the following Emergency Electric Procedures subsequent to the Kentucky Public Service Commission's final orders in Administrative Cases No's. 238, 240 and 345. Included in these procedures is an explanation of EKPC's Curtailment Plans, as Ordered in Administrative Case No. 353.

EKPC became a Member of the PJM RTO (PJM) in June 2013. At that time, EKPC fully transferred its NERC registered Balancing Authority (BA) and Transmission Operator (TOP) responsibilities to PJM. PJM became the NERC registered Reliability Coordinator (RC) for EKPC as well. EKPC's BA & TOP responsibilities for complying with NERC Emergency Operations Standards became encapsulated within PJM's BA & TOP responsibilities.

EKPC has a set of Emergency Electric Procedures that are consistent with PJM's requirements for meeting its BA & TOP compliance obligations for NERC EOP Standards. EKPC updates its Emergency Electric Procedures annually to maintain compliance with PJM's membership requirements. PJM's Emergency Operations Procedures and member requirements are documented in the following PJM Manuals:

- Manual 13 Emergency Operations
- Manual 36 System Restoration
- Manual 37 Reliability Coordination

EKPC is registered as a NERC Distribution Provider (DP) on behalf of its owner-members. As such, EKPC assumes the responsibility for developing, maintaining, and implementing manual load shed plans in accordance with NERC Reliability Standards EOP-011-01 and PJM Manual 13. EKPC has developed manual load shed plans in conjunction with each of its owner-members to ensure that manual load curtailment can occur, as directed by PJM, to mitigate electrical emergencies in timely fashion.

Overview

PJM has the responsibility and clear decision-making authority to take whatever actions are needed to ensure the reliability of its respective area and to exercise specific authority to alleviate capacity and energy emergencies. PJM will implement its capacity and energy emergency plan, when required and as appropriate, to reduce risks to the interconnected system. PJM, when experiencing an operating capacity or energy emergency, will communicate its current and future system conditions to the Reliability Coordinator and neighboring Balancing Authorities.

When PJM anticipates an operating capacity or energy emergency it will perform all actions necessary including bringing on all available generation, postponing equipment maintenance, scheduling interchange purchases in advance, and being prepared to reduce firm load.

PJM, when experiencing a potential or actual Energy Emergency, will initiate an Energy Emergency Alert as detailed in EOP-011-01 "Energy Emergency Alert Levels." PJM will act to mitigate the emergency condition, including a request for emergency assistance if required.

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EFFECTIVE 11/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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EKPC Emergency Electric Procedures

Measures

PJM has emergency plans and self-assessments available for review by its Regional Reliability Organization. The Regional Reliability Organization reviews and evaluates emergency plans every three years to ensure that the plans are complete and may elect to request self-certification of PJM in years that the full review is not done.

Each Reliability Coordinator and Balancing Authority has and provides upon request evidence that includes job descriptions, signed agreements, authority letter signed by an appropriate officer of the company, or other equivalent evidence that confirms that it meets NERC requirements.

If PJM implements its Capacity and Energy Emergency plan, it has, and will provide upon request, evidence that includes operator logs, voice recordings or transcripts of voice recordings, electronic communications, computer printouts or other equivalent evidence that will be used to determine if the actions it took to relieve emergency conditions were in conformance with its Capacity and Energy Emergency Plan.

Insufficient Generating Capacity

The steps for mitigation of operating emergencies for insufficient generating capacity are:

1. Load all available generating capacity
2. Deploy all available operating reserve
3. Interrupt interruptible load and exports
4. Request emergency assistance from other Balancing Authorities
5. Reduce load through procedures such as public appeals, voltage reductions, or curtailment of interruptible loads

Once PJM has exhausted these steps or if these steps cannot be completed in sufficient time to resolve the emergency condition, PJM will:

1. Manually shed firm load without delay to return its ACE to zero
2. Declare an Energy Emergency Alert

All Emergency Electric Procedures consider:

1. Communication protocol
2. Controlling actions
3. Coordination with adjacent Transmission Operators and Balancing Authorities
4. Staffing levels

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EKPC Emergency Electric Procedures

Elements addressed in Insufficient Generating Capacity Emergency Electric Procedures are:

1. Fuel supply and inventory - recognition of reasonable delays or problems in the delivery or production of fuel
2. Fuel switching - for units for which fuel supply shortages may occur
3. Environmental constraints - seek removal of environmental constraints for generating units
4. System energy use - reduction of the system's own energy use
5. Public appeals - through all media for voluntary load reductions and energy conservation
6. Load management - implementation of load management and voltage reductions
7. Optimize fuel supply - operation of generating sources to optimize fuel availability
8. Appeals to retail members to use alternate fuels - appeals to large industrial and commercial retail members to reduce non-essential energy use and maximize the use of retail member-owned generation that rely on fuels other than the one in short supply
9. Interruptible loads - interrupt retail member load to reduce capacity requirements or to conserve the fuel in short supply
10. Maximizing generator output and availability - operation of all generating sources to maximize output and availability
11. Notification of IPPs - cogeneration and other power producers, to maximize output and availability
12. Requests of government - to implement programs to achieve energy reductions
13. Load curtailment - mandatory load curtailment plan to use as a last resort
14. Notification of government agencies - as the various steps of the emergency plan are implemented
15. Notifications to operating entities - as steps in emergency plan are implemented

Transmission System Operating Emergencies

PJM (in conjunction with its Members) develops, maintains, and implements a set of plans to mitigate operating emergencies. These plans are coordinated with other Transmission Operators, Balancing Authorities, and the Reliability Coordinator. Balancing Authorities have operating agreements with adjacent and remote Balancing Authorities that contain provisions for emergency assistance.

PJM has an emergency load reduction plan for all identified Interconnection Reliability Operating Limits (IROLs). The plan includes the details on how the Transmission Operator will implement load reduction in sufficient amount and time to mitigate the IROL violation before system separation or collapse occurs. PJM's emergency plans include:

1. Communications protocols to be used during emergencies
2. A list of controlling actions to resolve the emergency
3. Load reduction, in sufficient quantity and within established timelines
4. Tasks to be coordinated with and among adjacent Transmission Operators and Balancing Authorities
5. Staffing levels for the emergency

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EKPC Emergency Electric Procedures

PJM annually reviews and updates each emergency plan and provides a copy of its updated emergency plans to the Reliability Coordinator and to neighboring Transmission Operators and Balancing Authorities.

PJM coordinates its emergency plans with other Transmission Operators and Balancing Authorities as appropriate. This coordination includes the following steps:

1. Establish and maintain reliable communications between interconnected systems
2. Arrange new interchange agreements to provide for emergency capacity or energy transfers if existing agreements cannot be used
3. Coordinate transmission and generator maintenance schedules to maximize capacity or conserve the fuel in short supply
4. Arrange deliveries of electrical energy or fuel from remote systems through normal operating channels

Load shedding

After taking all other remedial steps, PJM will instruct EKPC to shed retail member load rather than risk an uncontrolled failure of components or cascading outages of the Interconnection. Load shedding will take place between EKPC and its Owner-Member Distribution Cooperatives, as outlined in EKPC's Manual Load Shed Plan. Implementation of manual load shedding takes into consideration frequency, rate of frequency decay, voltage level, rate of voltage decay, and power flow levels. EKPC's System Operator will implement load shedding in steps established to minimize the risk of further uncontrolled separation, loss of generation, or system shutdown.

In the event that EKPC's transmission system separates from the Interconnection, if there is insufficient generating capacity to restore system frequency following automatic under frequency load shedding, the EKPC System Operator will shed additional load. PJM coordinates automatic load shedding throughout its area with underfrequency isolation of generating units, tripping of shunt capacitors, and other automatic actions that occur under abnormal frequency, voltage, or power flow conditions. Each Transmission Operator and/or Balancing Authority has plans for operator-controlled manual load shedding to respond to real-time emergencies.

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EKPC Emergency Electric Procedures

System restoration

EKPC, as a Member Transmission & Generation Owner of the PJM RTO, is required to have a restoration plan to reestablish its electric system in a stable and orderly manner in the event of a partial or total shutdown of its system including necessary operating instructions and procedures to cover emergency conditions and the loss of vital telecommunications channels.

EKPC reviews, updates, and submits its restoration plan to PJM, annually, for inclusion in its restoration plan. PJM coordinates its restoration plans with the Generator Owners within its area, and neighboring Transmission Operators and Balancing Authorities.

EKPC periodically tests its telecommunication facilities needed to implement the PJM restoration plan and trains its operating personnel in the implementation of the restoration plan. This training includes simulated exercises and verification of the restoration procedure by actual testing and simulation.

During system restoration, affected Transmission Operators and Balancing Authorities work in conjunction with their Reliability Coordinator(s) to determine the extent and condition of the isolated area(s). The affected Transmission Operators and Balancing Authorities take the necessary actions to restore Bulk Electric System frequency to normal, including adjusting generation, placing additional generators on line, or load shedding.

The affected Balancing Authorities, working with their Reliability Coordinator(s), immediately review the Interchange Schedules between those Balancing Authority Areas or fragments of those Balancing Authority Areas within the separated area and make adjustments as needed to facilitate the restoration. The affected Balancing Authorities make all attempts to maintain the adjusted Interchange Schedules, whether generation control is manual or automatic. The affected Transmission Operators may resynchronize the isolated area(s) with the surrounding area(s) when the following conditions are met:

1. Voltage, frequency, and phase angle permit
2. The size of the area being reconnected and the capacity of the transmission lines effecting the reconnection and the number of synchronizing points across the system are considered adequate
3. Reliability Coordinator(s) and adjacent areas are notified and Reliability Coordinator approval is given
4. If required, load is shed in neighboring areas to permit successful interconnected system restoration

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Pole Attachments

Applicability

In all territories of owner-members of EKPC.

Availability

Available to any cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit submitting a written request for access to EKPC Structures, except Macro cell facilities. No attachment(s) by the foregoing entities shall be made to EKPC's Structures unless and until EKPC has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this rate schedule. This rate schedule does not expand the rights to attach to EKPC's Structures beyond rights established by law.


Definitions

The definitions incorporated in 807 KAR 5:015, Section 1, shall be applicable for this tariff. In addition, "Structure" means any EKPC pole, conduit, duct, or other facility normally used to support or protect its electric conductors but shall not include (1) any Transmission Pole or Tower designed to operate at 69 kV or greater; (2) any pole that is primarily used to support outdoor lighting; or (3) any pole that EKPC has leased to a third party.

Access to Structures

EKPC may deny access to Transmission Poles or Towers designed to operate at 69 kV or greater at its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. EKPC may deny access to any Structure at its discretion on a non-discriminatory basis including but not limited to safety, reliability, insufficient capacity, easement rights or generally applicable engineering standards.

Further, 807 KAR 5:015, Section 2(c) states EKPC shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of the person or entity requesting access to EKPC's Structures.

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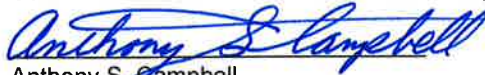
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Pole Attachments (continued)

In the event that access can be permitted, EKPC will design and prepare an estimate of the modification costs that will be paid by the requesting attachment owner. The estimated modification costs will include survey, design, and overhead charges, which will be adequately detailed and supported. The requesting attachment owner will pay the estimated modification costs to EKPC prior to construction commencing on the Structure modifications which may also include a non-refundable deposit requirement to begin pre-construction work efforts. Attachment charges and applicable terms and conditions will be determined and incorporated in the agreement between the requesting attachment owner and EKPC on a case-by-case basis. Before commencing any work, the requesting attachment owner shall be required to acknowledge that it assumes all risk and liability for work on and near EKPC's Structures and shall indemnify EKPC for any loss, damage, claims, liabilities, judgments or any other manner of costs arising from or relating to such work.

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