

Owen Electric Cooperative, Inc.

ADOPTION NOTICE

The undersigned Owen Electric Cooperative, Inc.
(Name of Utility) System
510 South Main St.
of Owenton, KY 40359 hereby adopts, ratifies, and makes its own, in
every respect as if the same had been originally filed and posted by it, all tariffs and
supplements containing rates, rules and regulations for furnishing electricity
service at within certified territory
(Nature of Service)

in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky
by Owen County Rural Electric Cooperative Corporation
(Name of Predecessor)

510 South Main St.
of Owenton, KY 40359, and in effect on the 24th day of August
19⁸⁹, the date on which the public service business of the said
Owen County Rural Electric Cooperative Corporation
(Name of Predecessor)

was taken over by it.

This notice is issued on the 15 day of July, 1997, in conformity
with 807 KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of Public Utilities
with the Public Service Commission of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Owen Electric Cooperative, Inc.
By: *Frank L. Aocacij*

AUG 15 1997

PURSUANT TO 807 KAR 5:011
Authorized by P.S.C. Order No. _____
BY: *Jordan C. Neel*
FOR THE PUBLIC SERVICE COMMISSION

P.S.C. Ky. No. 6

Cancels P.S. C. Ky. No. 6

OWEN ELECTRIC COOPERATIVE, INC.

OF

OWENTON, KENTUCKY

RATES

FOR FURNISHING ELECTRICITY

AT

**OWEN, GRANT, PENDLETON, GALLATIN, SCOTT, BOONE,
KENTON, CAMPBELL AND CARROLL COUNTIES IN KENTUCKY**

**Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY**

Issued August 25, 1997

Effective September 1, 1997

Issued by: Owen Electric Cooperative

By: Frank K. Penning
Title: President/CEO

SECRETARY OF THE COMMISSION
BY: Stephanie
SECTION 9 (1)
PURSUANT TO 807 KAR 5.011.
SEP 01 1997

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Owen Electric Cooperative, Inc.
Kentucky Public Service Commission
Tariffs and Rules and Regulations Index
PSC No. 6

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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bidwell
Executive Director

EFFECTIVE
2/1/2024

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

Owen Electric Cooperative, Inc.
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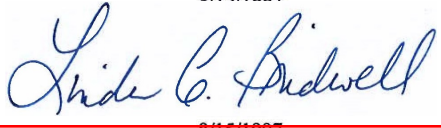
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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
2/1/2024

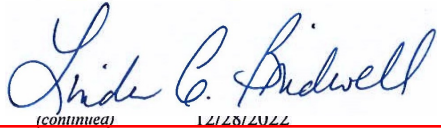
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



(continued) 12/28/2022

2/1/2024

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103	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
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105	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
106	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
107	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
108	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
109	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
110	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
111	2	Rate Schedule NM – Net Metering	(continued)	4/3/2009
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113	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
114	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
115	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
116	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
117	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
118	1	Rate Schedule NM – Net Metering	(continued)	4/3/2009
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129	3	DSM - Heat Pump Retrofit Program		3/2/2019
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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE
2/1/2024

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

17th Revised SHEET NO. 1

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

16th Revised SHEET NO. 1

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE I - FARM AND HOME

- A. Applicable - to entire territory served.
- B. Available - to farm and residential consumers.
- C. Type of Service - Single phase, 60 cycles, 120/240 volt.
- D. Rate

Customer Charge	All kWh
\$20.67 (I)	\$0.08362 (I)

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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 2

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

13th Revised SHEET NO. 2

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

CANCELLED
(Reserved for Future Use)

DATE OF ISSUE November 1, 2019

Month / Date / Year

DATE EFFECTIVE December 2, 2019

Month / Date / Year

ISSUED BY 

(Signature of Officer)

TITLE Interim CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



EFFECTIVE

12/2/2019

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

9th Revised SHEET NO. 3

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

8th Revised SHEET NO. 3

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE 1-D – FARM & HOME – INCLINING BLOCK

- A. Applicable – to the entire territory served.
- B. Available – to all consumers eligible for Schedule 1–Farm and Home. One year minimum commitment required.
- C. Type of Service – Single Phase, 60 cycle, 120/240 volt.

D. Rate

Customer Charge (no usage)	\$16.31 per meter, per month	(I)
Energy Charge per kWh		
0-300 kWh	\$0.06608	(I)
301-500 kWh	\$0.08934	(I)
Over 500kWh	\$0.12035	(I)

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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

3rd Revised SHEET NO. 4

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

2nd Revised SHEET NO. 4

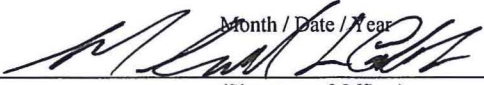
Owen Electric Cooperative, Inc.
(Name of Utility)

CLASSIFICATION OF SERVICE

CANCELLED
(Reserved for Future Use)

DATE OF ISSUE November 1, 2019
Month / Date / Year

DATE EFFECTIVE December 2, 2019
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE Interim CEO

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
12/2/2019**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 5

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

1st Revised SHEET NO. 5

Owen Electric Cooperative, Inc.

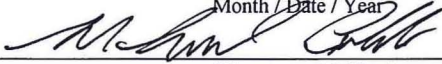
(Name of Utility)

CLASSIFICATION OF SERVICE

CANCELLED
(Reserved for Future Use)

DATE OF ISSUE November 1, 2019
Month / Date / Year

DATE EFFECTIVE December 2, 2019
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE Interim CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



EFFECTIVE
12/2/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Agreement between Owen Electric Cooperative and Member Name

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

WITNESSETH:

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

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

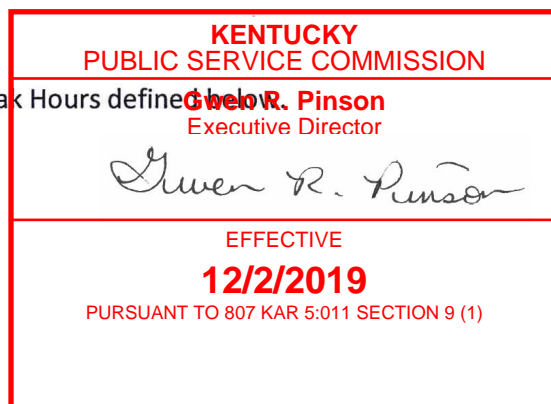
WHEREAS, on November 1, 2019, OEC filed an application with the KPSC requesting to cancel the ETS tariff in toto.

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

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

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

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

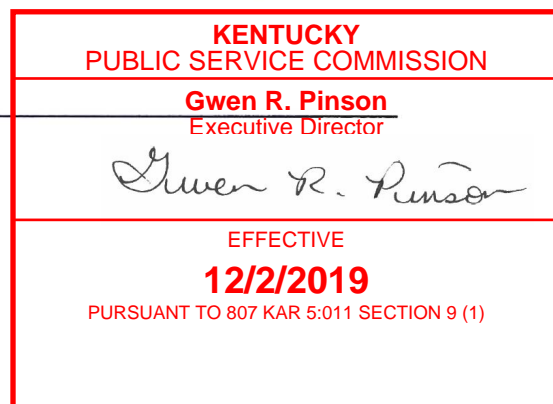


<u>Months</u>	<u>Off-Peak Hours - EST</u>
October thru April	12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.
May thru September	10:00 P.M. to 10:00 A.M.

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

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

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



FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 6A
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

PREPAY METERING PROGRAM

STANDARD RIDER

This Prepay Electric Service is a voluntary rider to Rate Schedule I- Farm and Home, Schedule I-A – Farm and Home –Off Peak Marketing Rate, and Schedule I-D – Farm and Home – Inclining Block.

AVAILABILITY OF SERVICE

All Rate Schedule I, I-A, and I-D (Residential) accounts, excluding accounts on levelized billing, automatic draft payment program, three phase accounts, net metered accounts, and accounts greater than 200 amp service, where it is technically feasible within the territory of the Cooperative.

TYPE OF SERVICE

Prepay Electric Service

RATES:

In addition to the Customer Charge and kWh charge for the applicable rate schedule, there will be a monthly program fee:

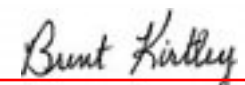
Monthly Program Fee: \$7.00

TERMS AND CONDITIONS

Prepay Electric Service is a voluntary program. Members who qualify for this program, as defined above in "AVAILABILITY OF SERVICE", may choose to voluntarily enroll their electric account(s) in this program. All members who participate in the Prepay Electric Service are subject to the following:

1. An agreement for prepay electric service must be signed by the member (for joint memberships, only one member is required to sign the agreement) for each account enrolling in the Prepay Electric Service. The term of the agreement is for one year. After one year, the member may elect to opt out of the prepay program at any time, by notifying the Cooperative in writing. If discontinuing after one year, the member will have to meet the requirements of a non-prepay member for continued service.

DATE OF ISSUE February 13, 2014
Month / Date / Year
DATE EFFECTIVE February 7, 2014
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00403 DATED February 7, 2014

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/7/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 6B
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.

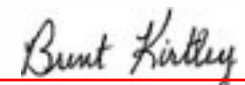
(Name of Utility)

CLASSIFICATION OF SERVICE

PREPAY METERING PROGRAM - CONTINUED

2. To participate in the voluntary prepay program, the member must confirm that they have internet access and/or they can receive automated communications from the Cooperative, either by cellular telephone (texting) or electronically (e-mail). It is the member's responsibility to manage their own communication devices and to notify the Cooperative immediately, in writing, of any changes.
3. Prepay accounts will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
4. At the time an account becomes a prepay account, the minimum initial payment for electricity is \$100. Members may apply funds to their prepay account(s) as many times per month as they choose. Members may apply funds to their prepay account(s) by all methods of payment as post pay accounts (excluding automatic draft payments) and as listed on the Cooperative's website, www.owenelectric.com.
5. If a member elects to enroll an account in prepay and has a deposit on the account, the deposit and accumulated interest will not be refunded, but converted into a credit on the account going forward. No crediting of the deposit to the prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history. In such instance, the remaining credit will be transferred as a deposit to the unsecured account(s).
6. Prepay accounts will be billed at least once a day to show the remaining funds on the account. If a meter reading is not available, the account will be estimated for that day. Charges such as program fee, customer charge, fuel adjustment, environmental surcharge, applicable taxes, franchise fees and outdoor lights will be prorated daily. A month end billing will be performed for any unbilled miscellaneous charges.
7. A monthly paper bill will not be mailed to members who elect to receive prepay service. However, they may request a copy of their transaction report or may view it online through the Cooperative's website, www.owenelectric.com.
8. When the amount of funds remaining on a Prepay account reaches the established threshold of \$30, an automated message will be sent to the member. A traditional written notice will not be sent by U.S. Mail.
9. Due to the prepay status of an account, a delinquent notice will not be mailed on a prepay account as the account should never be in arrears.

DATE OF ISSUE February 13, 2014
Month / Date / Year
DATE EFFECTIVE February 7, 2014
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00403 DATED February 7, 2014

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/7/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 6C
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

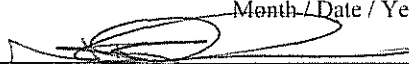
Owen Electric Cooperative, Inc.

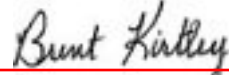
(Name of Utility)

CLASSIFICATION OF SERVICE

PREPAY METERING PROGRAM – CONTINUED

10. If a member elects to enroll an account in prepay, the terms of any existing payment arrangements are no longer in effect. If an agency submits or has already submitted (but not yet paid) a voucher or other financial assistance to an account, the full amount of the assistance will be applied to the prepay account.
11. Prepay accounts shall not be eligible for payment arrangements with the Cooperative and energy assistance shall not be applied until received as payment on the member's prepay account.
12. All voluntary prepay accounts will not be eligible for Winter Hardship Reconnect, Certificate of Need, or Medical Certificate as outlined in 807 KAR 5:006, Sections 14, 15 and 16. If a member on a prepay account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member will be required to transfer to a post pay account.
13. If a member's post pay account has been disconnected for non-payment and the member chooses the prepay option for the account to be reconnected, the member will be subject to a prepayment plan whereby future payments will be split 70/30 until the unpaid debt is retired. Under this provision, the member will be applying 30% of any funds paid on the prepay account to the unpaid debt. The remaining 70% of the funds will be applied to daily usage on the account.
14. A new member, who previously received service from the Cooperative and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt) will be required to pay their past due amount prior to establishing prepay service.
15. If a payment on a prepay account is returned for any reason, the account is subject to the service charge listed in the Cooperative's Rules and Regulations. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately. In addition, if an outstanding balance is transferred from another account, the amount of the transfer will be debited to the prepay account. The member will have to apply funds to the account to cover the transfer to keep the account from disconnecting due to a negative balance.
16. If a prepay account is disconnected due to lack of funds or any other reason, the Cooperative shall be held harmless for any damages due to loss of energy services. Likewise, if the account is disconnected and the member applies funds to the prepay account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected.

DATE OF ISSUE February 13, 2014
Month / Date / Year
DATE EFFECTIVE February 7, 2014
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00403 DATED February 7, 2014

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/7/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 6D
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____


Owen Electric Cooperative, Inc.

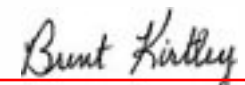
(Name of Utility)

CLASSIFICATION OF SERVICE

PREPAY METERING PROGRAM - CONTINUED

- 17. A prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the prepay account is adequately funded. If the member cannot ensure proper funding, the Cooperative recommends the member not utilize the prepay service.
- 18. A prepay account will be disconnected immediately in cases of theft, tampering, or hazardous code violation.
- 19. For a member who requests their account to be changed from prepay to post pay, a deposit may be required as listed in the Cooperative's Rules and Regulations. These rules and regulations can be found on the PSC's website, www.psc.ky.gov, under tariffs, Owen Electric.
- 20. Members who voluntarily choose the prepay service are subject to all rules and regulations outlined in the Cooperative's tariffs and bylaws unless specifically noted above.

DATE OF ISSUE February 13, 2014
Month / Date / Year
DATE EFFECTIVE February 7, 2014
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2013-00403 DATED February 7, 2014

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/7/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

OWEN ELECTRIC COOPERATIVE, INC. AGREEMENT FOR PARTICIPATION IN PREPAY PROGRAM

Member Name:	Home Phone:
Account Number:	Cell Phone:
Service Address:	Cell Phone Carrier:
Email:	

The undersigned (hereinafter called the “Member”) hereby applies for participation in the voluntary Prepay Program offered to members of Owen Electric (hereinafter called the “Cooperative”), and agrees to the following terms and conditions:

1. An agreement for prepay electric service must be signed by the member (for joint memberships, only one member is required to sign the agreement) for each account enrolling in the Prepay Electric Service. The term of the agreement is for one year. After one year, the member may elect to opt out of the prepay program at any time, by notifying the Cooperative in writing. If discontinuing after one year, the member will have to meet the requirements of a non-prepay member for continued service.
2. To participate in the voluntary prepay program, the member must confirm that they have internet access and/or they can receive automated communications from the Cooperative, either by cellular telephone (texting) or electronically (e-mail). It is the member’s responsibility to manage their own communication devices and to notify the Cooperative immediately, in writing, of any changes.
3. Prepay accounts will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
4. At the time an account becomes a prepay account, the minimum initial payment for electricity is \$100. Members may apply funds to their prepay account(s) as many times per month as they choose. Members may apply funds to their prepay account(s) by all methods of payment as post pay accounts (excluding automatic draft payments) and as listed on the Cooperative’s website, www.owenelectric.com.
5. If a member elects to enroll an account in prepay and has a deposit on the account, the deposit and accumulated interest will not be refunded, but converted into a credit on the account going forward. No crediting of the deposit to the prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history. In such instance, the remaining credit will be transferred as a deposit to the unsecured account(s).
6. Prepay accounts will be billed at least once a day to show the remaining funds on the account. If a meter reading is not available, the account will be estimated for that day. Charges such as program fee, customer charge, fuel adjustment, environmental surcharge, applicable taxes, franchise fees, and outdoor lighting are billed daily. A month end billing will be performed for any unbilled miscellaneous charges.
7. A monthly paper bill will not be mailed to members who elect to receive prepay service. They may request a copy of their transaction report or may view it online through the Cooperative’s website, www.owenelectric.com.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEBOEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

2/7/2014

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

- 8. When the amount of funds remaining on a Prepay account reaches the established threshold of \$30, an automated message will be sent to the member. A traditional written notice will not be sent by U.S. Mail.
- 9. Due to the prepay status of an account, a delinquent notice will not be mailed on a prepay account as the account should never be in arrears.
- 10. If a member elects to enroll an account in prepay, the terms of any existing payment arrangements are no longer in effect. If an agency submits or has already submitted (but not yet paid) a voucher or other financial assistance to an account, the full amount of the assistance will be applied to the prepay account.
- 11. Prepay accounts shall not be eligible for payment arrangements with the Cooperative and energy assistance shall not be applied until received as payment on the member's prepay account.
- 12. All voluntary prepay accounts will not be eligible for Winter Hardship Reconnect, Certificate of Need, or Medical Certificate as outlined in 807 KAR 5:006. If a member on a prepay account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member will be required to transfer to a post pay account.
- 13. If a member's post pay account has been disconnected for non-payment and the member chooses the prepay option for the account to be reconnected, the member will be subject to a prepayment plan whereas future payments will be split 70/30 until the unpaid debt is retired. Under this provision, the member will be applying 30% of any funds paid on the prepay account to the unpaid debt. The remaining 70% of the funds will be applied to daily usage on the account.

The member authorizes the Cooperative to transfer the outstanding balance of \$_____ from the member's post pay account to the prepay account. The member also authorizes the kWh used since the last bill date until the meter is changed to prepay meter be calculated and transferred to the prepay account. The member further agrees that 30% of any payments made on this account in the future shall be applied to the balance until said balance is paid in full. Any fees/penalties (returned payment, meter tampering, etc.) shall be paid before any payments are applied to the member's prepay account.

- 14. A new member, who previously received service from the Cooperative and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt) will be required to pay their past due amount prior to establishing prepay service.
- 15. If a payment on a prepay account is returned for any reason, the account is subject to the service charge listed in the Cooperative's Rules and Regulations. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately. In addition, if an outstanding balance is transferred from another account, the amount of the transfer will be debited to the prepay account. The member will have to apply funds to the account to cover the transfer to keep the account from disconnecting due to a negative balance.
- 16. If a prepay account is disconnected due to lack of funds or any other reason, the Cooperative shall be held harmless for any damages due to loss of energy services. Likewise, if the account is disconnected, the member applies funds to the prepay account thus causing the account to be reconnected, the member shall be held full responsibility for any damages to the location caused by the account being reconnected.
- 17. A prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the prepay account

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
 EXECUTIVE DIRECTOR
 TARIFF BRANCH
Brent Kirtley
 EFFECTIVE
2/7/2014
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

is adequately funded. If the member cannot ensure proper funding, the Cooperative recommends the member not utilize the prepay service.


18. A prepay account will be disconnected immediately in cases of theft, tampering, or hazardous code violation.
19. For a member who requests their account to be changed from prepay to post pay, a deposit may be required as listed in the Cooperative's Rules and Regulations. These rules and regulations can be found on the PSC's website, www.psc.ky.gov, under tariffs, Owen Electric.
20. Members who voluntarily choose the prepay service are subject to all rules and regulations outlined in the Cooperative's tariffs and bylaws unless specifically noted above.
21. The member understands that the terms and conditions set forth in the member's Application for Membership and Electric Service continue to apply in addition to the terms and conditions for this Agreement For Participation In Prepay Program, subject, however, to any changes set forth in the Agreement.
22. The member shall pay any membership and fees, as applicable by the Cooperative Bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission, as may be required for the member to participate in the Prepay Electric Service Program.
23. The member shall be responsible for regularly monitoring the balance on the Prepay account and understands that electric service will be subject to disconnection without any written notification from the Cooperative to the member once the balance of the account reaches a negative amount.
24. Levelized budget billing, automatic payment draft, net metering, three-phase and accounts with services greater than 200 amps are not eligible for Prepay.
25. By signing this agreement, the member affirms there are no residents in the home currently that have medical conditions that will be impacted by loss of service. Should this status change, the member shall contact the Cooperative in writing, upon which the account will be removed from the prepay program. It is the responsibility of the member to confirm the Cooperative is in receipt of the written request for removal from the program.
26. Any time during interruptions, outages, and/or disconnection, the customer charge, prepay fee and security light charges will continue to accrue.
27. If a landlord agreement exists, the landlord must agree to the Prepay program in writing.

Member Signature: _____ SSN: _____

Member Signature: _____ SSN: _____

CSR Signature: _____

Preferred method of notification is (please circle one): Email / Text

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR Date: _____
TARIFF BRANCH 
EFFECTIVE 2/7/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

17th Revised SHEET NO. 8

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

16th Revised SHEET NO. 8

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE I - SMALL COMMERCIAL*

- A. Applicable - to entire territory served.
- B. Available - for commercial, industrial and three-phase farm service under 50 KW for all uses, including lighting, heating and power.
- C. Type of Service - Single-phase and three-phase, 60 cycle at available secondary voltage.
- D. Rate (Monthly)

Customer Charge	All kWh
\$25.84 (I)	\$0.08509 (I)

- E. Minimum Charge - under the above rate shall be \$.75 per KVA of installed transformer capacity. Where it is necessary to extend or reinforce existing distribution facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities.
- F. Terms of Payment - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

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

DATE OF ISSUE October 11, 2021

Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021

Month / Date / Year

ISSUED BY Michael Cobb

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**



EFFECTIVE

10/1/2021

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 9

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

13th Revised SHEET NO. 9

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE II – LARGE POWER*

Page One of Two

- A. Applicable - to entire territory served.
- B. Available - to all commercial, industrial and farm consumers whose kilowatt demand shall exceed 50 KW for lighting and/or heating and/or power.
- C. Character of Service - the electric service furnished under this schedule will be three-phase, 60 cycle, alternating current at available nominal voltage.
- D. Agreement - An "Agreement for Purchase of Power" shall be executed by the consumer for service under this schedule.
- E. Rates

All KW Demand	\$ 6.34	Per KW of Billing Demand	(I)
Customer Charge	\$ 22.03	Per Month	(I)
All KWH	\$ 0.06301	Per KWH	(I)
- F. Determination of Billing Demand - the billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.
- G. Power Factor Adjustment - the consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter, multiplied by 90%, and divided by the percent power factor.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

6th Revised SHEET NO. 10

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

5th Revised SHEET NO. 10

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE II - LARGE POWER* (continued)

Page Two of Two

H. Minimum Charge - shall be the highest one of the following charges:

1. The minimum monthly charge as specified in the contract for service.
2. A charge of \$.75 per KVA per month of contract capacity.

I. Special Provisions

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

Primary Service - if service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The seller shall have the option of metering at secondary voltage.

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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY Michael Cobb
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
10/1/2021**

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
3rd Revised SHEET NO. 10A
CANCELLING P.S.C. KY. NO. 6
2nd Revised SHEET NO. 10A

Owen Electric Cooperative, Inc.
(Name of Utility)

CLASSIFICATION OF SERVICE

Schedule 5
Renewable Energy Program

STANDARD RIDER

This "Renewable Energy Program" is a rider to all current rate schedules. The purpose of this program is to provide retail members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates ("RECs"). There are three options. Owen Electric Cooperative, Inc. ("Owen Electric"), via its participation in East Kentucky Power Cooperative, Inc.'s ("EKPC") Renewable Energy Program ("Envirowatts"), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase RECs. Alternatively, the retail member, Owen Electric, and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member's existing energy consumption. (T)

APPLICABLE

In all territory served.

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. (T)

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

AVAILABILITY OF SERVICE

This rider is available to any retail member on any rate schedule.

Option A – Retail members may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The retail member may allocate a "Renewable Energy Program" contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas). Funds contributed by the retail members are not refundable.

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

DATE OF ISSUE November 1, 2021
Month / Date / Year
DATE EFFECTIVE December 1, 2021
Month / Date / Year
ISSUED BY
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
12/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
3rd Revised SHEET NO. **10B**
 CANCELLING P.S.C. KY. NO. 6
2nd Revised SHEET NO. **10B**

Owen Electric Cooperative, Inc.
 (Name of Utility)

CLASSIFICATION OF SERVICE

Schedule 5
Renewable Energy Program (Continued)

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

ELIGIBILITY

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

Under Option B, a retail member must execute an agreement with Owen Electric and EKPC to purchase, supply or secure a minimum renewable capacity of 1MW. The maximum annual renewable energy under the agreement cannot exceed the participating 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 determined by the retail member. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

Under Option C, C&I retail members, in conjunction with Owen Electric and EKPC, will determine the type of renewable resource and amount of RECs Owen Electric and EKPC will purchase monthly on behalf of the participating retail member. The original agreement will expire after one (1) year, but will automatically renew monthly until the retail member provides 60 days’ notice of cancellation. The retail member may also amend the agreement to change the amount of RECs or type of renewable resource generating such RECs they will purchase. EKPC may sell and retire RECs generated by EKPC when applicable with a market-based rate per REC. (T)

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

RATE

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

DATE OF ISSUE November 1, 2021
 Month / Date / Year
 DATE EFFECTIVE December 1, 2021
 Month / Date / Year
 ISSUED BY *Michael Cobb*
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
 Executive Director



EFFECTIVE
12/1/2021
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
Original SHEET NO. 10C
 CANCELLING P.S.C. KY NO. 6
 SHEET NO. 10C

Owen Electric Cooperative, Inc.
 (Name of Utility)

CLASSIFICATION OF SERVICE

Schedule 5
Renewable Energy Program (Continued)

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

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Owen Electric or EKPC. They will have the option to instruct Owen Electric 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 Owen Electric and EKPC to purchase RECs per the Agreement. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements.

BILLING AND MINIMUM CHARGE

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

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

Under Option C, Owen Electric will increase the participating retail member's electric bill for the RECs purchased at the market price plus a monthly transactional fee of \$100. For any agreement instructing Owen Electric and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual deposit rate set by the Commission will be added to the participant's electric bill.

TERMS OF SERVICE AND PAYMENT

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

DATE OF ISSUE November 1, 2021
 Month / Date / Year
 DATE EFFECTIVE December 1, 2021
 Month / Date / Year
 ISSUED BY *Michael Cobb*
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
 Executive Director

Linda C. Bridwell

EFFECTIVE
12/1/2021
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COMMERCIAL AND INDUSTRIAL
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

This Commercial and Industrial Renewable Energy Program Purchase Agreement (“Agreement”) is made and entered into this ___ day of _____, 20___, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); Owen Electric Cooperative, Inc., with its principal place of business at 8205 Hwy 127N, Owenton, KY 40359 (“Cooperative”); and the following identified commercial or industrial end-use retail (“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 RECs 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 Appendix A, which is adopted and incorporated by reference as if set forth herein in full.

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~~Linda C. Bridwell~~
~~Executive Director~~

Linda C. Bridwell

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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 ch resource from which the renewable energy or

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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.]

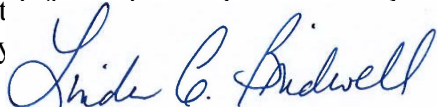
b. **REC Pricing.** Customer shall pay to Cooperative and Cooperative shall pay to EKPC the market value of the RECs purchased on the Customer's behalf without mark-up from either Cooperative or EKPC. EKPC will increase the Cooperative's monthly wholesale bill for the RECs purchased at the market price plus a monthly transactional fee of \$100. 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.

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, as part of the invoice it sends to the Cooperative for all non-renewable energy and REC purchases by the Cooperative. The Cooperative shall then invoice the Customer for all renewable energy delivered to the Customer and all RECs purchased and retired on behalf of the Customer, together with the REC purchase transaction fee, 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 manner in which the charges for renewable energy

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Executive Director



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12. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy acquired or generated by EKPC or Cooperative, or to pay for any RECs acquired by EKPC and/or Cooperative, when such purchases are made in performance of their respective obligations under this agreement, and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy or RECs are actually sold by EKPC or Cooperative to another buyer from the price set forth herein or the purchased REC price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and efforts made by EKPC and/or Cooperative to market the renewable energy or RECs at the best market price attainable.

13. **Term.** Subject to paragraph twenty-four (24) below, this Agreement shall be effective beginning on the date set forth above and will continue for a period of ___ years (the "Term"), subject to early termination as provided herein. [NOTE: THIS TERM WILL NEED TO BE UPDATED IN A MANNER CONSISTENT WITH THE TARIFF BASED UPON WHETHER IT IS AN ENERGY PURCHASE, REC PURCHASE, OR COMBO PURCHASE.]

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

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

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

17. **Events of Default.** An "Event of Default" shall include the occurrence of any of the following:
 - a. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - b. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - c. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - d. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - e. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - f. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - g. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - h. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - i. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - j. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - k. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - l. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - m. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - n. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - o. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - p. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - q. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - r. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - s. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - t. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - u. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - v. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - w. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - x. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - y. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
 - z. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.


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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 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 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 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

in escrow pending the outcome of the dispute.

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Linda C. Bidwell
Executive Director

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

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

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

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

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

(B) half the current sum of the Early Customer Termination Payment if the Customer's highest Credit Rating is between "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), the Customer shall provide Performance Assurance. Termination Payment shall be posted pursuant to subparagraph (A) through (C) if the Customer provides Performance Assurance.

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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.

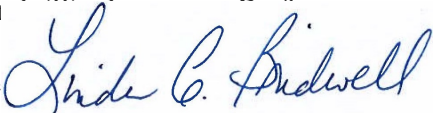
(ii) **By EKPC.** EKPC shall provide Performance Assurance acceptable to Customer in an amount equal to:

- (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 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.

(iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (A) at Assurance shall be required to be EKPC if the current sum of the

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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 within one (1) business day after such refusal;

 - (ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit; and

 - (iii) With respect to each such Letter of Credit, the Pledging Party hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as the Pledging Party's true and lawful agent, with full irrevocable power and authority to execute and deliver the Letter of Credit on behalf of the Pledging Party or in the name of the Pledging Party.

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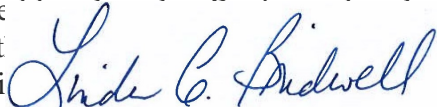
time to time in the Secured Party's discretion, but only in strict adherence to the terms set forth in the Letter of Credit, for the purpose of taking any and all action and executing and delivering any and all documents or instruments which may be necessary or desirable to accomplish the purposes of 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.** As security for the prompt 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 Pledging Party. The Pledging Party agrees to take such action as the other Party may request in order to perfect the other Party's 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 Pledging Party.

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

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(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/Cooperative 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 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. If the dispute is not resolved, any required payment shall be made with resolution along with interest accrued at the rate of *Wau Street Journal* on the date that

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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 this Agreement are within its powers, have been duly authorized by all necessary action and do not violate 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 has occurred and is continuing and no such event is occurring or is about to occur.

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as a result of its entering into or performing its obligations under this Agreement;

- h. it is acting for its own account, has made its own independent decision to enter into this Agreement and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of any other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;
- i. it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all renewable energy and to purchase all RECs referred to herein; and
- j. the material economic terms of this Agreement were and are subject to individual negotiation by the Parties.

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

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 / AGREES THAT HIS OR HER SOLE AND EX EVENT OF A BREACH OF THIS AGREEMENT

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COOPERATIVE IS EXPRESSLY LIMITED TO PURCHASING REPLACEMENT POWER FROM THE COOPERATIVE AT PREVAILING TARIFFED RATES.

25. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each Party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Parties in writing of the change of address for notices to be sent.
26. **Regulatory Approvals.** The Agreement is subject to approval by the Commission. This Agreement shall be filed with the Commission by EKPC within twenty (20) days of its full and final execution and EKPC and Cooperative agree to use reasonable efforts to obtain said approval from the Commission. However, in the event that Commission approval is not obtained within one hundred twenty (120) days, the Agreement shall be null and void. This Agreement may also be filed with the United States Rural Utilities Service, however, such a filing would be for informational purposes only.
27. **No Agency.** In performing their respective obligations hereunder, no Party is acting, or is authorized to act, as agent of any other Party.
28. **Forward Contract.** The Parties acknowledge and agree that all sales of renewable power hereunder constitute "forward contracts" within the meaning of the United States Bankruptcy Code.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
30. **Waiver of Trial by Jury. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY LITIGATION DIRECTLY OR INDIRECTLY RELATING TO THE AGREEMENT. EACH**

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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 agrees not 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.
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>

OWEN ELECTRIC COOPERATIVE, INC.


CUSTOMER NAME (please print)

OWEN ELECTRIC COOPERATIVE, INC.
REPRESENTATIVE NAME AND TITLE
(please print) **KENTUCKY
PUBLIC SERVICE COMMISSION**

CUSTOMER SIGNATURE

SIGNATURE

Linda C. Bridwell
Executive Director



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**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

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 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 _____, 20__, by and between: **East Kentucky Power Cooperative, Inc.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”), **Owen Electric Cooperative, Inc.** a Kentucky corporation with its principal offices at 8205 Hwy 127N, Owenton, KY 40359 (“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 payment and performance. If for any reason Customer fails to ob undertake or condition (whether affirmative or negative) in the

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

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

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

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

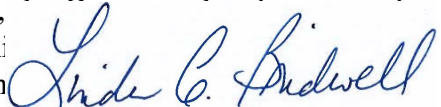
(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder;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

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

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

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

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

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

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

7. **Miscellaneous.**

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



holder of any indebtedness, obligation or liability of Customer constituting all or a portion of the 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 irrevocably and exclusively submits to the jurisdiction of such courts by reason of domicile. Guarantor hereby irrevocably and exclusively submits to the jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and Guarantor may now or hereafter have to the laying of venue of

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
12/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

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

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

**EAST KENTUCKY POWER
COOPERATIVE, INC.**

By: _____

Title: _____

OWEN ELECTRIC COOPERATIVE, INC.

By: _____

Title: _____

GUARANTOR

By: _____

Title: _____



FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

15th Revised SHEET NO. 11

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

14th Revised SHEET NO. 11

Owen Electric Cooperative, Inc.

(Name of Utility)


CLASSIFICATION OF SERVICE

SHEET NO 11 RESERVED FOR FUTURE USE
(Cancels Schedule III – Outdoor Lights in its entirety per Sheet 11)

(D)

DATE OF ISSUE September 13, 2013
Month / Date / Year

DATE EFFECTIVE Service rendered on and after September 1, 2013
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President /CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2012-00448 DATED August 30, 2013

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 9/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 11A _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

Section EDR

Economic Development Rider

Applicability

The EDR is available in all the service territory served by Owen Electric Cooperative.

Availability

Available as a rider to qualifying Owen Electric Cooperative non-residential customers to be served or being served under East Kentucky Power Cooperative, Inc.'s ("EKPC") Sections B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, Owen Electric Cooperative, and the qualifying non-residential customer for such economic development rate service filed with and approved by the Kentucky Public Service Commission ("Commission").


Economic Development

Service under EDR is available to:

- 1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load will be 250 kW over a 12 month period.
- 2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load ("ED Base Load"). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load increase will be 250 kW over a 12 month period. The ED Base load will be determined as follows:
 - a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, Owen Electric Cooperative, and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.
 - b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load's value is established, it will not be subject to variation or eligible for service under the EDR.

DATE OF ISSUE _____ October 1, 2014 _____
MONTH / DATE / YEAR

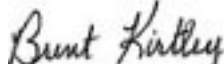
DATE EFFECTIVE _____ November 1, 2014 _____
MONTH / DATE / YEAR

ISSUED BY _____  _____
SIGNATURE OF OFFICER

TITLE _____ President/CEO _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE
10/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 11B _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.

(NAME OF UTILITY)

Section EDR (con't.)

- c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, Owen Electric Cooperative, and the customer concerning the affected portion of the customer's ED Base Load.
- 3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer-specific meter installation shall be recovered from the customer.
- 4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
 - a. During the first 12 months of the discount period the 60 percent 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 customer may fail to achieve the 60 percent minimum load factor for no more than 1/6th of the remaining months of the discount period.
 - c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
- 5) A customer desiring service under the EDR must submit an application for service that includes:
 - a. A description of the new load to be served;
 - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and
 - c. The capital investment the customer anticipates making associated with the EDR load.
- 6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.
- 7) For purposes of this tariff, a new customer is defined as one who becomes a customer of Owen Electric Cooperative on or after November 1, 2014.

DATE OF ISSUE _____ October 1, 2014 _____
MONTH / DATE / YEAR

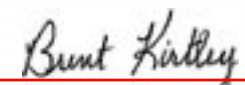
DATE EFFECTIVE _____ November 1, 2014 _____
MONTH / DATE / YEAR

ISSUED BY _____  _____
SIGNATURE OF OFFICER

TITLE _____ President/CEO _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE
10/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 11C _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Section EDR (con't.)

Rate

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

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

The discount will not be smaller than the amount calculated from the EKPC rate sections.

Terms and Conditions

- 1) EKPC and Owen Electric Cooperative will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
- 2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

DATE OF ISSUE _____ October 1, 2014 _____
MONTH / DATE / YEAR

DATE EFFECTIVE _____ November 1, 2014 _____
MONTH / DATE / YEAR

ISSUED BY _____  _____
SIGNATURE OF OFFICER

TITLE _____ President/CEO _____

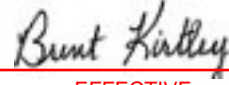
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE
10/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 11D _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Section EDR (con't.)

- 3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and Owen Electric Cooperative initiates' service to the customer.
- 4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into an EDR special contract; the successor customer may be allowed to fulfill the balance of the EDR special contract.
- 5) EKPC and Owen Electric Cooperative may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.

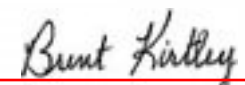
DATE OF ISSUE _____ October 1, 2014 _____
MONTH / DATE / YEAR

DATE EFFECTIVE _____ November 1, 2014 _____
MONTH / DATE / YEAR

ISSUED BY _____  _____
SIGNATURE OF OFFICER

TITLE _____ President/CEO _____

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 10/1/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

16th Revised SHEET NO. 12

Owen Electric Cooperative, Inc.

(Name of Utility)

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

15th Revised SHEET NO. 12

CLASSIFICATION OF SERVICE

SCHEDULE VIII - LARGE INDUSTRIAL RATE LPC1

(Page One of Two)

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

C. Rates

Customer charge	\$ 1,573.12	Per Month	(I)
Demand Charge	\$ 7.49	Per KW of Billing Demand	(I)
Energy Charge	\$ 0.04701	Per KWH for all KWH equal to 425 per KW of Billing Demand	(I)
Energy Charge	\$ 0.04324	Per KWH for all KWH in excess of 425 per KW of Billing Demand	(I)

- D. Billing Demand - the monthly billing demand shall be the greater of (a) or (b) listed below:

- (a) The Contract demand
- (b) The ultimate consumer's highest demand during the current month or preceding eleven months. The peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the hours listed for each month (and adjusted for power factor as provided herein):

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

- E. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (a), (b), and (c) below:

- (a) The product of the billing demand multiplied by the demand charge, plus
- (b) The product of the billing demand multiplied by 425 hours and the energy charge per kWh, plus
- (c) The customer charge.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY Michael Lobb
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

Linda C. Bridwell

EFFECTIVE

10/1/2021

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

5th Revised SHEET NO. 13

Owen Electric Cooperative, Inc.

(Name of Utility)

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

4th Revised SHEET NO. 13

CLASSIFICATION OF SERVICE

SCHEDULE VIII - LARGE INDUSTRIAL RATE LPC1 (continued)

(Page Two of Two)

- F. **Power Factor Adjustment** - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by the 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.
- G. **Fuel Adjustment Clause** - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per KWH determined in accordance with the "Fuel Adjustment Clause".
- H. **Special Provisions:**
 - 1. **Delivery Point** - if service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
 - 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- I. **Terms of Payment** - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY Michael Call
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 14

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

3rd Revised SHEET NO. 14

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 14 – RESERVED FOR FUTURE USE
(A third page is no longer needed for Schedule VIII)

(C)

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

DATE EFFECTIVE April 1, 2009
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

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

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

By 
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

16th Revised SHEET NO. 15

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

15th Revised SHEET NO. 15

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE IX - LARGE INDUSTRIAL RATE LPC2

(Page One of Two)

- A. Applicable - to all territory served by the Seller
- B. Available - to all consumers which are or shall be members of the Seller where the monthly contract demand is 5,000 KW or over, with a monthly usage equal to or greater than 425 hours per KW of billing demand.

C. Rates

Customer Charge	\$ 3,136.91	Per Month	(I)
Demand Charge	\$ 7.47	Per KW of Billing Demand	(I)
Energy Charge	\$ 0.04174	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(I)
Energy Charge	\$ 0.04084	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(I)

D. Billing Demand - the monthly billing demand shall be the greater of (a) or (b) listed below:

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

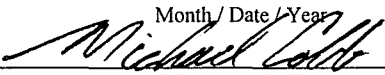
<u>Months</u>	<u>Hours Applicable for Demand Billing EST</u>
October thru April	7 AM - 12 Noon; 5PM - 10PM
May thru September	10 AM - 10PM

E. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (a), (b), and (c) below:

- (a) The product of the billing demand multiplied by the demand charge, plus
- (b) The product of the billing demand multiplied by 425 hours and the energy charge per kWh, plus
- (c) The customer charge.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

5th Revised SHEET NO. 16

Owen Electric Cooperative, Inc.

(Name of Utility)

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

4th Revised SHEET NO. 16

CLASSIFICATION OF SERVICE

SCHEDULE IX - LARGE INDUSTRIAL RATE LPC2 (continued) (Page Two of Two)

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

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

H. Special Provisions

1. **Delivery Point**- If service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

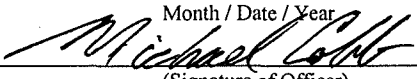
2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment)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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 17

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

3rd Revised SHEET NO. 17

Owen Electric Cooperative, Inc.

(Name of Utility)


CLASSIFICATION OF SERVICE

SHEET NO. 17 – RESERVED FOR FUTURE USE
(A third page is no longer needed for Schedule IX)

(C)

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


DATE EFFECTIVE April 1, 2009
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

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

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

By 
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

16th Revised SHEET NO. 18

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

15th Revised SHEET NO. 18

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE X - LARGE INDUSTRIAL RATE LPC1-A

(Page One of Two)

- A. Applicable - to all territory served by the Seller
- B. Available - to all consumers which are or shall be members of the Seller where the monthly contract demand is 2,500 – 4,999 KW with a monthly energy usage equal to or greater than 425 hours per KW of billing demand.

C. Rates

Customer Charge	\$1,573.12	Per Month	(I)
Demand Charge	\$ 7.49	Per KW of Billing Demand	(I)
Energy Charge	\$ 0.04231	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(I)
Energy Charge	\$ 0.04096	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(I)

D. Billing Demand - the monthly billing demand shall be the greater of (a) or (b) listed below:

- (a) The Contract demand
- (b) The ultimate consumer's highest demand during the current month or preceding eleven months. The peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the hours listed for each month (and adjusted for power factor as provided herein):

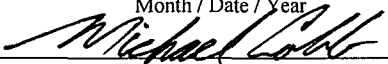
<u>Months</u>	<u>Hours Applicable for Demand Billing EST</u>
October thru April	7:00 AM - 12 Noon; 5:00 PM – 10:00 PM
May thru September	10:00 AM – 10:00 PM

E. Minimum Monthly Charge -the minimum monthly charge shall not be less than the sum of (a), (b), and (c) below:

- (a) The product of the billing demand multiplied by the demand charge, plus
- (b) The product of the billing demand multiplied by 425 hours and the energy charge per kWh, plus
- (c) The customer charge.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

5th Revised SHEET NO. 19

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

4th Revised SHEET NO. 19

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE X - LARGE INDUSTRIAL RATE LPC1-A (continued) (Page Two of Two)

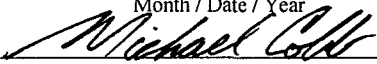
- F. Power Factor Adjustment - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.
- G. Fuel Adjustment Clause - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".
- H. Special Provisions
 - 1. **Delivery Point**- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
 - 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- I. Terms of Payment - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 20

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

3rd Revised SHEET NO. 20

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 20 – RESERVED FOR FUTURE USE
(A third page is no longer needed for Schedule X)

(C)

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

DATE EFFECTIVE April 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

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

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

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 20A

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

13th Revised SHEET NO. 20A

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XI - LARGE INDUSTRIAL RATE LPB1

(Page One of Two)

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

C. Rates

Customer Charge	\$ 1,573.12	Per Month	(I)
Demand Charge	\$ 7.49	Per KW of Demand of Contract Demand	(I)
	\$ 10.32	Per KW of Demand in Excess of Contract Demand	(I)
Energy Charge	\$ 0.04701	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(I)
Energy Charge	\$ 0.04324	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(I)

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

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

- E. Billing Energy - the billing energy shall be the contract demand multiplied by 425 hours or the actual energy used in the current month by the load center, whichever is greater.
- F. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (1), (2), and (3) below:

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

DATE OF ISSUE October 11, 2021

Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021

Month / Date / Year

ISSUED BY Michael Goltz

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
10/1/2021**

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 20B

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

3rd Revised SHEET NO. 20B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

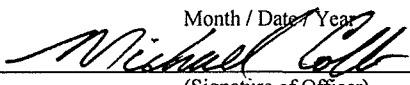
SCHEDULE XI - LARGE INDUSTRIAL RATE LPB1 (continued) (Page Two of Two)

- G. Power Factor Adjustment - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.
- H. Fuel Adjustment Clause - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".
- I. Special Provisions
 - 1. **Delivery Point**- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
 - 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- J. Terms of Payment - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 20C

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

1st Revised SHEET NO. 20C

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 20C – RESERVED FOR FUTURE USE
(A third page is no longer needed for Schedule XI)

(C)

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

DATE EFFECTIVE April 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

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

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

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 21A

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

13th Revised SHEET NO. 21A

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XII - LARGE INDUSTRIAL RATE LPB1-A

(Page One of Two)

- A. Applicable - to all territory served by the Seller.
- B. Available - to all consumers which are or shall be members of the Cooperative where the monthly contract demand is 2,500 - 4,999 KW with a monthly energy usage equal to or greater than 425 hours per KW of billing contract.
- C. Rates

Customer Charge	\$1,573.12	Per Month	(I)
Demand Charge	\$ 7.49	Per KW of Demand of Contract Demand	(I)
	\$ 10.32	Per KW of Demand in Excess of Contract Demand	(I)
Energy Charge	\$ 0.04231	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(I)
Energy Charge	\$ 0.04096	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(I)

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

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

- E. Billing Energy - the billing energy shall be the contract demand multiplied by 425 hours or the actual energy used in the current month by the load center, whichever is greater.
- F. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (1), (2), and (3) below:
 - (1) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
 - (2) The product of the contract demand multiplied by 425 hours and the energy charge per KWh.
 - (3) The customer charge.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 21B

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

3rd Revised SHEET NO. 21B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XII - LARGE INDUSTRIAL RATE LPB1-A (continued)

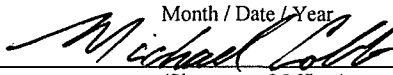
(Page Two of Two)

- G. **Power Factor Adjustment** - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.
- H. **Fuel Adjustment Clause** - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".
- I. **Special Provisions**
1. **Delivery Point**- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- J. **Terms of Payment** - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 21C

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

1st Revised SHEET NO. 21C

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 21C - RESERVED FOR FUTURE USE

(A third page is no longer needed for Schedule XII)

(C)

DATE OF ISSUE April 8, 2009

Month / Date / Year

DATE EFFECTIVE April 1, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 22A

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

13th Revised SHEET NO. 22A

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XIII - LARGE INDUSTRIAL RATE LPB2 (Page One of Two)

- A. Applicable - to all territory served by the Seller.
- B. Available - to all consumers which are or shall be members of the Cooperative where the monthly contract demand is 5,000 KW or over with a monthly energy usage equal to or greater than 425 hours per KW of billing contract demand.

C. Rates

Customer Charge	\$3,136.91	Per Month	(I)
Demand Charge	\$ 7.47	Per KW of Demand of Contract Demand	(I)
	\$ 10.29	Per KW of Demand in excess of Contract Demand	(I)
Energy Charge	\$ 0.04174	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(I)
Energy Charge	\$ 0.04084	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(I)

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

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

- E. Billing Energy - the billing energy shall be the contract demand multiplied by 425 hours or the actual energy used in the current month by the load center, whichever is greater.
- F. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (1), (2), and (3) below:
 - (1) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
 - (2) The product of the contract demand multiplied by 425 hours and the energy charge per KWh.
 - (3) The customer charge.

DATE OF ISSUE October 11, 2021

Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021

Month / Date / Year

ISSUED BY *Michael Cole*

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 22B

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

3rd Revised SHEET NO. 22B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XIII - LARGE INDUSTRIAL RATE LPB2 (continued)

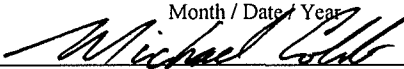
(Page Two of Two)

- G. **Power Factor Adjustment** - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.
- H. **Fuel Adjustment Clause** - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".
- I. **Special Provisions**
 - 1. **Delivery Point**- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
 - 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- J. **Terms of Payment** - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
10/1/2021**

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 22C

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

1st Revised SHEET NO. 22C

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 22C - RESERVED FOR FUTURE USE

(C)

(A third page is no longer needed for Schedule XII)

DATE OF ISSUE April 8, 2009

Month / Date / Year

DATE EFFECTIVE April 1, 2009

Month / Date / Year

ISSUED BY 


(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

By 
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

12th Revised SHEET NO. 22D

Owen Electric Cooperative, Inc.

(Name of Utility)

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

11th Revised SHEET NO. 22D

CLASSIFICATION OF SERVICE

SCHEDULE XIV- LARGE INDUSTRIAL RATE LPB

(Page One of Two)

- A. Applicable - to all territory served by the Seller.
- B. Available - to all consumers which are or shall be members of the Cooperative where the monthly contract demand is 500 - 999 KW with a monthly energy usage equal to or greater than 425 hours per KW of billing contract.
- C. Rates

Customer Charge	\$1,573.12	Per Month	(1)
Demand Charge	\$ 7.49	Per KW of Demand of Contract Demand	(1)
	\$ 10.32	Per KW of Demand in excess of Contract Demand	(1)
Energy Charge	\$ 0.04863	Per KWH	(1)

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

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

- E. Billing Energy - the billing energy shall be the contract demand multiplied by 425 hours or the actual energy used in the current month by the load center, whichever is greater.
- F. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (1), (2), and (3) below:
 - (1) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
 - (2) The product of the contract demand multiplied by 425 hours and the energy charge per KWh.
 - (3) The customer charge.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY Michael Cobb
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

3rd Revised SHEET NO. 22E

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

2nd Revised SHEET NO. 22E

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XIV - LARGE INDUSTRIAL RATE LPB (continued)

(Page Two of Two)

- G. **Power Factor Adjustment** - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.
- H. **Fuel Adjustment Clause** - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".
- I. **Special Provisions**
 - 1. **Delivery Point**- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
 - 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- J. **Terms of Payment** - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 22F

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

1st Revised SHEET NO. 22F

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSICATION OF SERVICE

SHEET NO. 22F - RESERVED FOR FUTURE USE
(A third page is no longer needed for Schedule XIV)

(C)

DATE OF ISSUE April 8, 2009

Month / Date / Year

DATE EFFECTIVE April 1, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President/CEO

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

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

By [Signature]
Executive Director

FOR Entire Territory Served

Community, Town or City

P.S.C. KY. NO. 6

10th Revised SHEET NO. 23

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

9th Revised SHEET NO. 23

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 23 – RESERVED FOR FUTURE USE

(D)

(Cancels Schedule 1-B FARM & HOME – TIME OF DAY in its entirety per Sheet 23.)

DATE OF ISSUE March 15, 2012
Month / Date / Year

DATE EFFECTIVE Service rendered on and after March 1, 2012
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President /CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2011-00037 DATED February 29, 2012

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 3/1/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 23A

Owen Electric Cooperative, Inc.

(Name of Utility)

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

3rd Revised SHEET NO. 23A

CLASSIFICATION OF SERVICE

SCHEDULE 1-B1 – FARM & HOME - TIME OF DAY

- A. Applicable – to the entire territory served.
- B. Available – to all consumers eligible for Schedule I–Farm and Home. One year minimum commitment required.
- C. Type of Service – Single Phase, 60 cycle, 120/240 volt.

D. Rate

Customer Charge (no usage)	\$20.67 per meter, per month	(I)
Energy Charge per kWh		
On-Peak Energy	\$0.12345	(I)
Off-Peak Energy	\$0.06071	(I)

E. Schedule of Hours

On-Peak and Off-Peak Hours

Months	Days (5 days a week)	On-Peak Hours	Off-Peak Hours
May thru September	Monday thru Friday	10:00 a.m. to 10:00 p.m.	10:00 p.m. to 10:00 a.m.
October thru April	Monday thru Friday	7:00 a.m. to 12:00 noon	12:00 noon to 5:00 p.m.
	Monday thru Friday	5:00 p.m. to 10:00 p.m.	10:00 p.m. to 7:00 a.m.

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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
10/1/2021**

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
 4th Revised SHEET NO. 23B
 CANCELING P.S.C. KY. NO. 6
 3rd Revised SHEET NO. 23B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE 1-B2 – FARM & HOME - TIME OF DAY

- A. Applicable – to the entire territory served.
- B. Available – to all consumers eligible for Schedule I–Farm and Home. One year minimum commitment required.
- C. Type of Service – Single Phase, 60 cycle, 120/240 volt.
- D. Rate

Customer Charge (no usage)	\$20.67 per meter, per month	(I)
Energy Charge per kWh		
On-Peak Energy	\$0.10528	(I)
Off-Peak Energy	\$0.06071	(I)

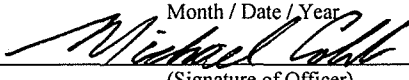
E. Schedule of Hours

Months	Days (7 days a week)	On-Peak Hours	Off-Peak Hours
May thru September	Monday thru Sunday	10:00 a.m. to 10:00 p.m.	10:00 p.m. to 10:00 a.m.
October thru April	Monday thru Sunday	7:00 a.m. to 12:00 noon	12:00 noon to 5:00 p.m.
	Monday thru Sunday	5:00 p.m. to 10:00 p.m.	10:00 p.m. to 7:00 a.m.

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

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

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

DATE OF ISSUE October 11, 2021
 Month / Date / Year
 DATE EFFECTIVE Service rendered on and after October 1, 2021
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President & CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served

Community, Town or City

P.S.C. KY. NO. 6

4th Revised SHEET NO. 23C

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

3rd Revised SHEET NO. 23C

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE 1-B3 – FARM & HOME - TIME OF DAY

- A. Applicable – to the entire territory served.
- B. Available – to all consumers eligible for Schedule I–Farm and Home. One year minimum commitment required.
- C. Type of Service – Single Phase, 60 cycle, 120/240 volt.

D. Rate

Customer Charge (no usage)	\$20.67 per meter, per month	(I)
Energy Charge per kWh		
On-Peak Energy	\$0.10426	(I)
Off-Peak Energy	\$0.06071	(I)
Shoulder	\$0.07880	(I)

E. Schedule of Hours

On-Peak and Off-Peak Hours

Months	Days (7 days a week)	On-Peak Hours	Off-Peak Hours	Shoulder Hours
May thru September	Monday thru Sunday	2:00 p.m. to 10:00 p.m.	10:00 p.m. to 6:00 a.m.	6:00 a.m. to 2:00 p.m.
October thru April	Monday thru Sunday	6:00 a.m. to 10:00 a.m. 6:00 p.m. to 10:00 p.m.	10:00 p.m. to 6:00 a.m.	10:00 a.m. to 6:00 p.m.

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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6

1st Revised SHEET NO. 23D

CANCELING P.S.C. KY. NO. _____

Original SHEET NO. 23D

Owen Electric Cooperative, Inc.
(Name of Utility)

CLASSIFICATION OF SERVICE

[SHEET CANCELLED]

[RESERVED FOR FUTURE USE]

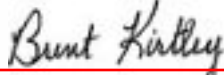
DATE OF ISSUE March 31, 2015
Month / Date / Year

DATE EFFECTIVE April 30, 2015
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President /CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 4/30/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
 13th Revised SHEET NO. 24
 CANCELLING P.S.C. KY. NO. 6
 12th Revised SHEET NO. 24

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE 1-C – SMALL COMMERCIAL - TIME OF DAY

- A. Applicable – to the entire territory served.
- B. Available – to all consumers eligible for Schedule I – Small Commercial, under 50 kW demand.
- C. Type of Service – Single Phase and three phase, 60 cycle, at available secondary voltage.

D. Rate

Customer Charge (no usage)	\$25.34 per meter, per month	(I)
Energy Charge per kWh		
On-Peak Energy	\$0.10348	(I)
Off-Peak Energy	\$0.05814	(I)

E. Schedule of Hours

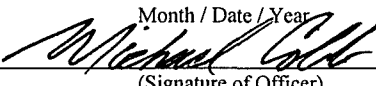
On-Peak and Off-Peak Hours

<u>Months</u>	<u>On-Peak Hours</u>	<u>Off-Peak Hours</u>
May thru September	10:00 a.m. to 10:00 p.m.	10:00 p.m. to 10:00 a.m.
October thru 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.

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

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

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

DATE OF ISSUE October 11, 2021
 Month / Date / Year
 DATE EFFECTIVE Service rendered on and after October 1, 2021
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President & CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

12th Revised SHEET NO. 25

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

11th Revised SHEET NO. 25

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE 2-A – LARGE POWER - TIME OF DAY

- A. Applicable – to the entire territory served.
- B. Available – to all commercial, industrial, and farm consumers whose kWh demand shall exceed 50 kW demand for lighting, heating or power, and are eligible for the Schedule II, Large Power.
- C. Type of Service – Three phase, 60 cycle, at available nominal voltage.
- D. Rate

Customer Charge (no usage)	\$ 63.40 per meter, per month	(I)
Energy Charge per kWh		
On-Peak Energy	\$0.10278	(I)
Off-Peak Energy	\$0.05789	(I)

E. Schedule of Hours

	<u>On-Peak and Off-Peak Hours</u>	
<u>Months</u>	<u>On-Peak Hours</u>	<u>Off-Peak Hours</u>
May thru September	10:00 a.m. to 10:00 p.m.	10:00 p.m. to 10:00 a.m.
October thru 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.

F. Special Provisions – Delivery Point – if service is to be furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer. If the service is furnished at seller’s primary line voltage, the delivery point shall be the point of attachment of sellers’ primary line to consumer’s transformer structure unless other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

Primary Service – if service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the energy charges. The seller shall have the option of metering at secondary voltage.

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

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

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 26

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

1st Revised SHEET NO. 26

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 26 - RESERVED FOR FUTURE USE
(A second page is no longer needed for Schedule 2-A)

(C)

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

DATE EFFECTIVE April 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

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

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

By [Signature]
Executive Director

FOR All Counties Served

PSC KY NO. 6
Original SHEET NO. 26A

CANCELLING PSC KY NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

_____ SHEET NO. _____

RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION

(N)

APPLICABLE

In all territory served by Owen Electric Cooperative, Inc. ("Owen Electric").

AVAILABILITY OF SERVICE

Community Solar Power is available to Owen Electric's End-Use Cooperative Members ("Customer") on a voluntary basis, upon request, and on a first-come, first-served basis up to the capacity available to Owen Electric from East Kentucky Power Cooperative ("EKPC").

LICENSE ARRANGEMENT

Each Customer participating in this program shall enter into a Community Solar Farm Solar Panel License Agreement ("License Agreement") with Owen Electric, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Owen Electric a license fee upon entering into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating Customer's percentage of the solar generating facility.

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

METERING

DATE OF ISSUE January 31, 2017
MONTH / DATE / YEAR

DATE EFFECTIVE March 02, 2017
MONTH / DATE / YEAR

ISSUED BY: 
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR <i>Talina R. Mathews</i>
EFFECTIVE 3/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Counties Served

PSC KY NO. 6
Original SHEET NO. 26B
CANCELLING PSC KY NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

EKPC shall provide metering services, without any cost to Owen Electric or Customer for metering equipment, through a standard kilowatt-hour metering system that will be located at the point of delivery of electricity generated by the solar generation facility. For purposes of determining the amount of energy generated by the Customer's licensed percentage of the solar generation facility, the total net energy output of the solar generation facility shall be multiplied by the Customer's proportional licensed interest in the solar generation facility.

(N)

PANEL PRODUCTION CREDITS

Participating Customers will be credited monthly by Owen Electric for the electric power produced by solar panels licensed by the participating Customer at the value of the real-time locational marginal price for energy set by PJM Interconnection, LLC ("PJM") at the EKPC Office Substation node during each hour of the day. A participating Customer shall also be entitled to receive the value of capacity payments received by EKPC as determined in the applicable PJM Base Residual Auction for the portion of the community solar farm licensed to the participating Customer.

A participating Customer shall elect whether any Solar Renewable Energy Credits or any other environmental attributes ("SRECs") associated with energy generated by the solar generation facility shall be sold by EKPC or retired. A participating Customer who elects to sell the SRECs will receive a corresponding credit on his or her electric bill from Owen Electric. The credit for those SRECs will accumulate over a calendar year and will be credited to the Customer in equal installments over a twelve (12) month period beginning on April 1st of the following year, along with interest accrued at the rate set forth by the Commission for customer deposits.

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

DATE OF ISSUE January 31, 2017
MONTH / DATE / YEAR
DATE EFFECTIVE March 02, 2017
MONTH / DATE / YEAR
ISSUED BY: [Signature]
SIGNATURE OF OFFICER
TITLE: President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
3/2/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Counties Served

PSC KY NO. 6
Original SHEET NO. 26C
CANCELLING PSC KY NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

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

At no time shall Owen Electric be required to convert the Panel Production Credit to cash. Any excess Panel Production Credits can be carried forward to offset a later billed amount.

FUEL ADJUSTMENT CLAUSE

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

ENVIRONMENTAL SURCHARGE

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

TRANSFER/TERMINATION

If the Customer moves to a new location within Owen Electric's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Owen Electric's service territory or his or her membership in Owen Electric is terminated for any reason, the Customer may transfer the license and credits to another Customer within Owen Electric's service territory within sixty (60) days following the termination of membership or service. If the license is not transferred within sixty (60) days, the license shall be terminated and Owen Electric may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Owen Electric at the time of termination of membership or service, Owen Electric may continue to accrue the Panel Production Credit to reduce and eliminate the outstanding balance prior to making any designated transfer of the license to a different service address or customer. The Customer is responsible for informing Owen Electric of any changes in the service location for which the credits are to be associated.

DATE OF ISSUE January 31, 2017
MONTH / DATE / YEAR
DATE EFFECTIVE March 02, 2017
MONTH / DATE / YEAR
ISSUED BY: [Signature]
SIGNATURE OF OFFICER
TITLE: President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Talina R. Mathews
EFFECTIVE
3/2/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Counties Served

PSC KY NO. 6

Original SHEET NO. 26D

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

(N)

Any Customer desiring to license one or more solar panels in the Community Solar Farm must first enter into the License Agreement (a copy of which is attached hereto and incorporated herein by reference as if set forth fully herein) and tender to Owen Electric the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days.

DATE OF ISSUE January 31, 2017
MONTH / DATE / YEAR
DATE EFFECTIVE March 02, 2017
MONTH / DATE / YEAR
ISSUED BY: [Signature]
SIGNATURE OF OFFICER
TITLE: President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR <i>Talina R. Mathews</i>
EFFECTIVE 3/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into this ____ day of ____, 20__ by and between Owen Electric Cooperative, Inc., with its principal place of business at 8205 Hwy 127 North, P.O. Box 400, Owenton, Kentucky 40359 (“Cooperative”), and the following identified person (“Customer”), who is a Member of Cooperative:

Customer/Licensee: _____

Mailing Address: _____

Service Address: _____

Telephone Number: _____ Email Address: _____

Account Number: _____

1. License.

1.1. Subject to the terms and conditions set forth in this Agreement, Cooperative hereby grants to Customer a license (each, a “License”) to receive the Panel Production Credits (as defined below) allocated to each of the following solar panels identified by Serial Number (each, a “Solar Panel”) during the Term:

Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____

(If additional panels are licensed, attach additional sheets listing the Serial Number(s) as necessary.)

1.2. The foregoing solar panel(s) will be in service at East Kentucky Power Cooperative, Inc.’s (“EKPC”) Community Solar Facility (“Solar Facility”) located at 4775 Lexington Road, Winchester, Kentucky. Cooperative, as a Member of EKPC has been granted the right to license said panels. Customer acknowledges and agrees that EKPC retains sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel. Customer also acknowledges that EKPC may ~~replace~~ ^{change} a Solar Panel with any make, model, brand or type of solar panel as EKPC may elect, in its sole discretion, on notice to Cooperative of such change. In the event a Solar Panel is changed, updated information, including the new Serial Number, make, model and specifications of the Solar Panel will be provided to Cooperative by EKPC. Cooperative *Jalina R. Mathews* is new information to Customer.

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- 1.3. During the Term (as defined below), Customer will receive the Panel Production Credit for each Solar Panel as a credit on Customer's monthly bill for electricity provided by Cooperative at the Service Address set forth above (the "Service Address"), which address must be located within Cooperative's service territory.

Only metered residential, commercial and industrial accounts will be permitted to receive the Panel Production Credit. Exterior lighting accounts are not eligible to participate in the program. A separate License Agreement with a Customer is required for each specific Service Address.

The License granted to the Customer hereunder is limited to the receipt of the Panel Production Credits referred to above, and includes no other rights except as specified herein.

2. **Consideration.** As consideration for the License granted to Customer pursuant to this Agreement, the Customer will pay to Cooperative a license fee in the sum of \$460.00, per Solar Panel listed above. Said fee shall be delivered and payable to Cooperative, upon the execution of this Agreement, (the "License Fee").
3. **Term.** Each License shall be effective beginning on the date of this Agreement, and will continue for a period of twenty-five (25) years ("the "Term"), subject to early termination as provided in this Agreement.
4. **Cooperative Obligations.** Cooperative agrees to:
 - 4.1. Provide Customer with any updates in the event of any changes pursuant to Section 1.2 of this Agreement.
 - 4.2. Relay any necessary information to Customer regarding the operation and maintenance of the community solar facility it receives from EKPC. Cooperative will not be the owner or operator or provide any maintenance on the community solar facility and is only able to offer participation to its customers because of its Membership status with EKPC. Each solar panel subject to this License will remain the sole property of EKPC. EKPC will be the sole loss payee listed on any insurance policies related to the solar panel(s) listed in this Agreement.
5. **Panel Production Credits.** The Panel Production Credit for each Solar Panel will be defined, calculated and distributed as follows:
 - 5.1. For each solar panel licensed by the Customer, the Customer shall receive a monthly Panel Production Credit consisting of: A) the sum of: 1) the Final Energy Production Credit; 2) the Panel Capacity Credit; and, 3) if elected, the Solar Renewable Energy Credit ("SREC"); minus B) an Operations and Maintenance Debit. Each of these components shall be based upon the panel production and costs attributable to the Customer's licensed solar panels.

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- 5.2. **Final Energy Production Credit:** The actual electric energy production for the entire Community Solar Facility will be recorded in kilowatt hours on a monthly basis (“Facility Power Production”). This Facility Power Production will then be allocated to each Solar Panel by dividing the Facility Power Production by the total number of active solar panels in the Community Solar Facility to determine the Final Energy Production Credit. This Final Energy Production Credit is the basis for the energy portion of the Panel Production Credit applied to the Customer’s bill. The monthly credit applied to Customer’s bill will be the Final Energy Production Credit for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by the value of the real-time locational marginal price for energy at the EKPC Office Substation node during each hour of the day as established by PJM Interconnection, LLC (“PJM”).
- 5.3 **Panel Capacity Credit:** The capacity value of the entire Community Solar Facility shall be determined by the applicable PJM Base Residual Auction for capacity and associated rules and tariffs of PJM. The capacity value of the entire Community Solar Facility shall be divided by the total number of active panels in the Community Solar Facility to determine the Panel Capacity Credit. The Panel Capacity Credit shall be determined on an annual basis and credited to the Customer in twelve equal installments.
- 5.4 **Solar Renewable Energy Credit:** Customer understands and agrees that EKPC will sell or retire (choose one) any SRECs associated with the solar panel(s) covered under this Agreement. The value of any SRECs sold in a calendar year that are attributable to the entire Community Solar Facility will be credited in an amount proportional to the Customer’s licensed capacity in the Community Solar Facility, in equal monthly amounts, to the Customer’s electric utility bill the following calendar year, starting April 1 of the following year through March 31 of the next year. (For example, any SRECs sold or retired in 2016 would be credited to the Customer’s account on a monthly basis beginning April 1, 2017 through March 31, 2018.). The Customer shall be paid interest on the accumulated SREC sales at the rate established by the Kentucky Public Service Commission for customer deposits. *If the Customer elects to have the SRECs retired, the Customer will not receive the SREC credit. If the Customer elects to sell the SRECs, the Customer forfeits the right to claim production of solar energy.*
- 5.5 **Operations and Maintenance Debit:** Costs for operating, maintaining, insuring and paying taxes on the solar generation facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth above. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.
- 5.6 The Panel Production Credit will be set forth each month as a credit on the Customer’s bill, beginning with the bill covering the next full billing cycle. The date of the solar generating facility is deemed operational by EKPC. At no time shall Cooperative be required to convert

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the Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward to offset a later billed amount.

5.7 Unless the Customer agrees, in writing, to transfer the Panel Production Credit arising from this Agreement to another approved address in accordance with Section 8 of this Agreement, the Panel Production Credit will remain associated with the Service Address identified in Section 1.3 regardless of occupancy or ownership changes at that location. In the event the applicable service location associated with this Agreement is removed and/or not in service, the Customer must contact Cooperative to determine the service address to which the Panel Production Credits will be assigned. Until the Panel Production Credits are assigned, any accruing Panel Production Credits will be forfeited.

6. **Solar Panel License Cancellation and Termination.** In the event that the: A) Customer ceases to be a Member of Cooperative and fails to timely transfer this Agreement to another member of Cooperative in accordance with Section 8 of this Agreement; or B) Customer's service is disconnected for any lawful reason, Cooperative may elect to cancel the License for one or more of the Customer's licensed solar panels. Such cancellation will occur as follows:

6.1. Cooperative will notify Customer of Cooperative's election to exercise its cancellation right, and such notification will include the Solar Panel Serial Number for each License to be cancelled (the "Cancellation Notice"). The Cancellation Notice shall be set forth in writing.

6.2 Cooperative shall refund the license fee paid by the Customer in an amount of the license fee multiplied by a factor of 0.92^n , where n is the number of full plus partial years the license was in effect prior to cancellation. The Customer shall also be entitled to any accrued Panel Production Credits that existed as of the date of cancellation. However, if there is any outstanding balance owed to Cooperative, then Cooperative may retain the license fee and continue to accrue Panel Production Credits to reduce and eliminate the outstanding balance.

6.3 The cancellation shall be effective as of the date that the Cancellation Notice is delivered by Cooperative.

6.4 At the end of the twenty-five (25) year Term, this Agreement shall terminate without further action by either Party and the Customer shall not be entitled to any cancellation refund.

6.5. Upon cancellation of a license or the termination of this Agreement, Cooperative will have no further obligations to Customer with regard to the Community Solar Facility, the Solar Panel(s) or the Panel Production Credits.

7. **Additional Acknowledgements.** The Parties further acknowledge

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EXECUTIVE DIRECTOR

Talina R. Mathews
and agree that.

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- 7.1. Customer will not have access to the Community Solar Facility or any Solar Panel, for any purpose, unless otherwise agreed to in advance by Cooperative and EKPC in their sole discretion. EKPC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.
- 7.2. Customer may license multiple Solar Panels, provided, however, that the Service Address cannot be credited with more than one hundred percent (100%) of its energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.
- 7.3. Customer may not require Cooperative to repurchase the License for any Solar Panel. In the event Customer desires to assign or transfer the License for one or more Solar Panels), Cooperative may provide Customer with reasonable assistance in finding an assignee or transferee for such License, but Cooperative is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign the License other than in compliance with this Agreement.
- 7.4. Except as expressly provided in this Agreement, Customer may not sell, assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.
- 7.5 **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of solar energy and the sale of solar energy, generation capacity and SRECs is dependent upon numerous factors, including many which are beyond the control of Cooperative or EKPC. Neither Cooperative nor EKPC shall be responsible for any disruption or prevention on the production of solar energy from the licensed Solar Panels that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction.
- 7.6 **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COOPERATIVE NOR EKPC HAVE MADE ANY SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, PRODUCTION, CONFIGURATION, LIFECYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S). INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER

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 EXECUTIVE
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UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COOPERATIVE IS EXPRESSLY LIMITED TO THE RETURN OF THE LICENSE FEE(S) TENDERED TO COOPERATIVE IN AN AMOUNT PROPORTIONATE TO THE NUMBER OF YEARS REMAINING ON THE LICENSE GRANTED HEREIN.

8. **Transfer/Assignment.** Subject to the provisions of this Section 8, and with advance written notice to Cooperative, a Customer may elect to: (a) change the Service Address for which the Panel Production Credit for one or more Solar Panels will apply, provided such Service Address is within Cooperative's service territory and associated with the Customer, or (b) assign this Agreement to another individual or entity provided such assignee's Service Address is located within Cooperative's service territory and the individual or entity is a Member of Cooperative. Customer will notify Cooperative of such change or assignment in writing at least thirty (30) days prior to the effective date of such change. This notice shall include:

- Customer's name and mailing address;
- A copy of the original License Agreement;
- The Serial Number for each applicable Solar Panel;
- The current Service Address;
- The new Service Address (if applicable);
- The name of the individual or entity to whom Customer is assigning this Agreement, (if applicable);
- Acknowledgment of Customer's surrender of the applicable License and any further Panel Production Credits associated with the assigned Solar Panel(s); and
- The effective date of such assignment.

Upon assignment of any License for a Solar Panel, the Customer will surrender all right, title and interest in and to such License. Customer further acknowledges and agrees that such assignment does not extend the Term of the License or this Agreement.

In the event that a Customer's membership in Cooperative Public Service Commission does not occur within sixty (60) days of termination of membership, the license shall be terminated in accordance with Section 6 of this Agreement.

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3/2/2017
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9. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Party in writing of the change of address for notices to be sent.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

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

Owen Electric Cooperative, Inc.

 CUSTOMER NAME (please print)

 OWEN ELECTRIC COOPERATIVE, INC.
 REPRESENTATIVE NAME AND TITLE
 (please print)

 CUSTOMER SIGNATURE

 SIGNATURE



FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 27
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 27

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page One of Three)

SCHEDULE 14 - VOLUNTARY INTERRUPTIBLE SERVICE

(T)

- A. **Standard Rider** – this Voluntary Interruptible Service is a rider to Rate Schedules 2, 2A, 8, 9, 10, 11, 12, and 13.
- B. **Applicable** – to the entire territory served. No interruptible demand which is already under contract under any other Interruptible Rider is eligible for this service.
- C. **Available** – this schedule shall be made available to any load center, to any cooperative member where an ultimate “Customer” is capable of interrupting at least 1,000 kW upon request and has contracted with the Cooperative to do so under a retail contract rider.
- D. **Conditions of Service**
 - 1. Any request for interruption under this Rider shall be made by the Cooperative.
 - 2. Each interruption will be strictly voluntary.
 - 3. No responsibility of any kind shall attach to the Cooperative for, or on the account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
 - 4. The Customer shall agree by contract to own , operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Customer’s premises, required for interruptible service.
 - 5. It is the Cooperative’s responsibility to notify the Customer and execute an interruption request. Therefore, the Cooperative and the Customer shall mutually agree upon the manner by which the Cooperative shall notify the Customer of a request for interruption. Such an agreement shall include the means by which the Cooperative shall communicate the interruption request (e.g. email, phone, pager, etc.) and the Customer’s point of contact to receive such a request.
 - 6. The Cooperative will attempt to provide as much advance notice as possible for requests for interruption. However, upon the Customer’s acceptance of the Terms of Interruption, the Customer’s load shall be interrupted with as little as one (1) hour of advance notification.
 - 7. The Cooperative reserves the right to require verification of a Customer’s ability to interrupt its load.
 - 8. The Customer is not eligible for the Interruption Credits for any interruption when the Customer’s interruptible load is down for other reasons during the period of the requested interruption. Such down time would include any event outside of the Customer’s normal operating circumstances such as planned or unplanned outages due to renovation, repair, vacation, refurbishment, renovation, strike, or force majeure.

DATE OF ISSUE April 8, 2009
Month / Date / Year
DATE EFFECTIVE April 1, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00421 DATED March 31, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 28
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 28

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page Two of Three)

SCHEDULE 14 VOLUNTARY INTERRUPTIBLE SERVICE (continued)

E. Interruptible Customer Data Report

The Customer shall furnish to the Cooperative an Interruptible Customer Data Report. Such a report shall include information such as:

1. The maximum number of hours per day and the time of day that the Customer has the ability to interrupt.
2. The maximum number of days and the maximum number of consecutive days that the Customer has the ability to interrupt.
3. The maximum interruptible demand and the minimum interruptible demand by the Customer upon request.
4. The minimum price at which each Customer is willing to interrupt.

F. Demand and Energy Interruption

The Customer will agree by contract, within an agreed time after receiving notice, to comply to the extent possible with the Cooperative's request to interrupt load.

The Cooperative is the sole judge of the need for interruption of load. The Cooperative is the sole judge of the amount of interruptible demand provided by the Customer, based on the following calculation:

The average of the integrated fifteen-minute demand for the two hours prior to the hour immediately preceding the call for interruption will be used as the basis for establishing the existing demand level. The hourly interruptible demands for each customer will be the difference between the existing demand level and the actual demand measured during each hour of the interruption period. The interrupted energy of each interruption period shall be the sum of the hourly interrupted demands. These type of interruptions will cover a period of no more than six hours.

For interruptions longer than six hours in duration, the Customer's average load usage for the same hours as the interruption hours in the two preceding business days prior to the day of notice will be used as the basis for determining the demand level for interruption. The average hourly usage for these business days, based on the average integrated fifteen minute demand intervals, minus the actual load during the interruption period will equal the amount of interruptible load. The interrupted energy of each interruption period shall be the sum of the hourly interrupted demands.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00421 DATED March 31, 2009

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4/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By [Signature]
Executive Director

(T)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 29
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 29

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page Three of Three)

SCHEDULE 14 - VOLUNTARY INTERRUPTIBLE SERVICE (continued)

(T)

G. Terms of Interruption

For each interruption request, the Cooperative shall identify the Customer to be interrupted. The Cooperative shall inform the Customer of an interruption request in accordance with the agreed upon method of notification. The Terms of Interruption shall include the following:

1. The time at which each interruption shall begin is to be established by the Cooperative. At least one (1) hour of advance notice of each request for interruption shall be provided by the Cooperative.
2. The duration in clock hours of the interruption request is to be established by the Cooperative.
3. The price and the potential savings – this savings will be determined by the Cooperative on a case-by-case basis and will be based on a percentage of the market price of power at the time of the interruption.
4. The Customer shall specify:
 - a. The maximum demand in kW that will be interrupted.
 - b. The maximum firm demand that the Customer will purchase through the Cooperative during the interruption.

H. Interruption Credits

The interruption credit for each interruption period shall be equal to the interrupted energy kWh times the amount by which the quoted price for each interruption exceeds the Customer's regular tariff rate. The sum of the interruption credits for the billing month will be allocated as follows:

The interruption credit to the Customer shall be equal to the product of the interrupted energy multiplied by the interruption price for each interruption.

I. Failure to Interrupt

For those Customers failing to interrupt a minimum of 80% of their agreed amount of interruptible load of 5,000 kW or greater, an excess energy charge will be applicable. This excess energy is equal to the difference of 80% of the interruptible load minus the interrupted load. Excess energy shall be charged to the Customer at a price equal to 125% of the interruption price plus the standard rate applicable to this load.

J. Term

The minimum original contract period shall be one (1) year and shall remain in effect thereafter until either party provides to the other at least thirty (30) days previous written notice.

DATE OF ISSUE April 8, 2009
Month / Date / Year
DATE EFFECTIVE April 1, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00421 DATED March 31, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director

Owen Electric Cooperative, Inc.


(Name of Utility)

FOR Entire Territory Served
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P.S.C. KY. NO. 6
1st Revised SHEET NO. 30
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 30

CLASSIFICATION OF SERVICE

SHEET NO. 30 – RESERVED FOR FUTURE USE
(A fourth page is no longer needed for Schedule 14)

(C)

DATE OF ISSUE April 8, 2009
Month / Date / Year
DATE EFFECTIVE April 1, 2009
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

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

By 
Executive Director

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

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page One of Three)

SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE

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

Annual Hours of Interruption

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

- E. Determination of Measured Load – Billing Demand

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

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

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

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
11/5/2015

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

(T) ↓

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

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

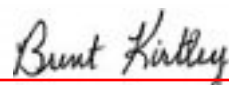
(Page Two of Three)

SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE (continued)

F. Conditions of Service for Member Contract

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

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 11/5/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
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 P.S.C. KY. NO. 6
2nd Revised SHEET NO. 33
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1st Revised SHEET NO. 33

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Page Three of Three)

SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE (continued)

G. Calculation of Monthly Bill

The monthly bill is calculated on the following basis:

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

H. Number and Duration of Interruptions

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

I. Charge for Failure to Interrupt

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

(T)

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 11/5/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 34
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 34

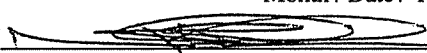
Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 34 – RESERVED FOR FUTURE USE
(A fourth page is no longer needed for Schedule XV)

(C)

DATE OF ISSUE April 8, 2009
Month / Date / Year
DATE EFFECTIVE April 1, 2009
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

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

By 
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 35A

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

13th Revised SHEET NO. 35A

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE I OLS – OUTDOOR LIGHTING SERVICE

Page One of Three

- A. Applicable – to the entire territory served.
- B. Available – to all member/consumers requesting luminaries for dusk to dawn outdoor or street lighting service as provided below. The cooperative reserves the right to limit the types of lights and the type of installations in this tariff.
- C. Type of Service – the cooperative will install and maintain automatic outdoor or street lighting of the desired type by the customer, single phase, 60 cycles at available secondary voltage.
- D. Monthly Rates:

Rate 2

LED Outdoor Light on existing pole (48 Watt or equivalent with equal or greater lumens)	\$11.30 per light	(I)
LED Outdoor Light one pole added (48 Watt or equivalent with equal or greater lumens)	\$16.47 per light*	(I)
100 Watt S/L on existing pole	\$11.30 per light	(I)
100 Watt S/L – one pole added	\$16.47 per light*	(I)

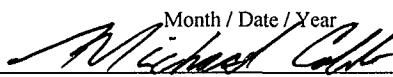
Rate 3

Cobrahead 100 W on existing pole	\$16.85 per light	(I)
Cobrahead 100 W one pole added	\$23.09 per light*	(I)
Cobrahead 250 W on existing pole	\$22.76 per light	(I)
Cobrahead 250 W one pole added	\$29.01 per light*	(I)
Cobrahead 400 W on existing pole	\$28.13 per light	(I)
Cobrahead 400 W one pole added	\$34.37 per light*	(I)
Cobrahead – LED on existing pole (59 Watt or equivalent with equal or greater lumens)	\$16.71 per light	(I)
Cobrahead – LED one pole added (59 Watt or equivalent with equal or greater lumens)	\$21.88 per light*	(I)
Cobrahead – LED on existing pole (113 Watt or equivalent with equal or greater lumens)	\$19.87 per light	(I)
Cobrahead – LED one pole added (113 Watt or equivalent with equal or greater lumens)	\$25.04 per light*	(I)
Cobrahead – LED on existing pole (225 Watt or equivalent with equal or greater lumens)	\$26.54 per light	(I)
Cobrahead – LED one pole added (225 Watt or equivalent with equal or greater lumens)	\$31.70 per light*	(I)

* If any additional poles or facilities are needed to provide electric service to the light, the consumer shall be required to pay, prior to construction, a non-refundable construction charge for those facilities.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

5th Revised SHEET NO. 35B

Owen Electric Cooperative, Inc.

(Name of Utility)

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

4th Revised SHEET NO. 35B

CLASSIFICATION OF SERVICE

SCHEDULE I OLS – OUTDOOR LIGHTING SERVICE

(continued)

Page Two of Three

Rate 4

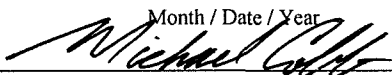
Directional 100 W on existing pole	\$15.76 per light	(I)
Directional 100 W one pole added	\$22.01 per light*	(I)
Directional 250 W on existing pole	\$19.23 per light	(I)
Directional 250 W one pole added	\$25.47 per light*	(I)
Directional 400 W on existing pole	\$24.28 per light	(I)
Directional 400 W one pole added	\$30.53 per light*	(I)
Directional – LED on existing pole	\$14.73 per light	(I)
(51 Watt or equivalent with equal or greater lumens)		
Directional – LED one pole added	\$19.90 per light*	(I)
(51 Watt or equivalent with equal or greater lumens)		
Directional – LED on existing pole	\$17.31 per light	(I)
(85 Watt or equivalent with equal or greater lumens)		
Directional – LED one pole added	\$22.48 per light*	(I)
(85 Watt or equivalent with equal or greater lumens)		
Directional – LED on existing pole	\$19.45 per light	(I)
(129 Watt or equivalent with equal or greater lumens)		
Directional – LED one pole added	\$24.62 per light*	(I)
(129 Watt or equivalent with equal or greater lumens)		

* If any additional poles or facilities are needed to provide electric service to the light, the consumer shall be required to pay, prior to construction, a non-refundable construction charge for those facilities.

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 35C

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

1st Revised SHEET NO. 35C

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE I OLS – OUTDOOR LIGHTING SERVICE

(continued)

Page Three of Three

F. Conditions of Service – the cooperative will furnish all necessary material to install the special lighting desired by the customer. Lighting shall be furnished from dusk to dawn. Lamp and photo cell replacements will be made by the cooperative without cost during normal work hours. Outages will be reported promptly. The lighting equipment, poles and related facilities shall remain the property of the cooperative. The consumer shall be responsible for fixture replacement and repairs when such replacements or repairs are caused by willful damage, vandalism, or causes other than normal burnouts. The consumer shall allow authorized representatives of the cooperative to enter upon the consumer’s premises and to trim trees and shrubs as necessary for the maintenance of the lighting equipment and for removal of lighting equipment upon termination of service under this rate schedule. The cooperative and the consumer shall execute an agreement for service under this schedule for a period of not less than three years, except that in the event additional poles are required, in which case, the agreement will be for ten years. Cancellation by the consumer prior to the initial term will require the consumer to pay the cooperative its cost of installation and any removal of facilities plus the non-salvageable material, prorated on the basis of the remaining portion of the initial term of the contract. Any relocation of existing facilities, at the request of the consumer, shall be done at the consumer’s expense and paid prior to construction.

* The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the “Fuel Adjustment Clause.”

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY Michael Cobb
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

14th Revised SHEET NO. 36A

Owen Electric Cooperative, Inc.

(Name of Utility)

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

13th Revised SHEET NO. 36A

CLASSIFICATION OF SERVICE

SCHEDULE II SOLS – SPECIAL OUTDOOR LIGHTING SERVICE

Page One of Two

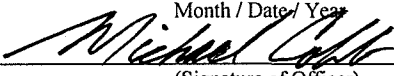
- A. Applicable – to the entire territory served.
- B. Available – to all members, neighborhood/homeowner associations and governmental agencies requesting luminaries for dusk to dawn outdoor or street lighting service of a type provided below. The cooperative reserves the right to limit the type of lights and the type of installations in this tariff.
- C. Type of Service – the cooperative will install and maintain automatic outdoor or street lighting of the desired type by the customer, single phase, 60 cycles at available secondary voltage.
- D. Investment – the member, neighborhood/homeowner associations, and governmental agencies requesting this service will pay for all the costs required to install the below listed types of lighting and meet all requirements of the cooperative for service. Costs of installation include all material costs, direct and indirect labor costs plus any equipment costs and other overhead costs associated with the installation of these lights.
- E. Monthly Rates: the below listed rates provide for the power costs associated with lights along with all operations and maintenance costs, all administrative costs and normal equipment replacement costs.

Traditional Light with Fiberglass Pole	(Monthly energy usage – 40 kWh)	\$16.64	(I)
Holophane Light with Fiberglass Pole	(Monthly energy usage – 40 kWh)	\$19.80	(I)
Acorn – LED with Fiberglass Pole	(39 Watt or equivalent with equal or greater lumens)	\$25.82	(I)
Holophane – LED with Fiberglass Pole	(55 Watt or equivalent with equal or greater lumens)	\$32.24	(I)
Traditionaire – LED with Fiberglass Pole	(52 Watt or equivalent with equal or greater lumens)	\$27.11	(I)
Holophane – LED with Aluminum Pole	(66 Watt or equivalent with equal or greater lumens)	\$45.26	(I)

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

5th Revised SHEET NO. 36B

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

4th Revised SHEET NO. 36B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

Page Two of Two

SCHEDULE II SOLS – SPECIAL OUTDOOR LIGHTING SERVICE *(continued)*

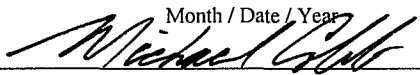
G. Conditions of Service – the cooperative will furnish all necessary material to install the special lighting desired by the customer. Lighting shall be furnished from dusk to dawn. Lamp and photo cell replacements will be made by the cooperative without cost during normal work hours. Outages will be reported promptly. The lighting equipment, poles and related facilities shall remain the property of the cooperative. The consumer shall be responsible for fixture replacement and repairs when such replacements or repairs are caused by willful damage, vandalism, or causes other than normal burnouts. The consumer shall allow authorized representatives of the cooperative to enter upon the consumer’s premises and to trim trees and shrubs as necessary for the maintenance of the lighting equipment and for removal of lighting equipment upon termination of service under this rate schedule. The cooperative and the consumer shall execute an agreement for service under this schedule for a period of not less than three years, except that in the event additional poles are required, in which case, the agreement will be for ten years. Cancellation by the consumer prior to the initial term will require the consumer to pay the cooperative its cost of installation and any removal of facilities plus the non-salvageable material, prorated on the basis of the remaining portion of the initial term of the contract. Any relocation of existing facilities, at the request of the consumer, shall be done at the consumer’s expense and paid prior to construction.

* The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the “Fuel Adjustment Clause.”

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

11th Revised SHEET NO. 37A

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

10th Revised SHEET NO. 37A

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

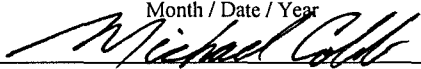
Page One of Two

SCHEDULE III SOLS – SPECIAL OUTDOOR LIGHTING SERVICE

- A. Applicable – to the entire territory served.
- B. Available – to all member/consumers requesting luminaries for dusk to dawn outdoor or street lighting service of a type not provided for under other outdoor or street lighting schedules. The cooperative reserves the right to limit the type of lights and the type of installations in this tariff.
- C. Type of Service – the cooperative will install and maintain automatic outdoor or street lighting of the desired type by the customer, single phase, 60 cycles at available secondary voltage.
- D. Monthly Rates:
1. The energy rate for each type of lamp shall be \$0.05760 per rate kWh per month as (I) determined by the following formula:
$$\text{Monthly Rated kWh} = (4100 \text{ hours per year} \times \text{Manufacturer's suggested watts}/1000)/12$$
 2. Facilities charge – the books of the cooperative shall accurately reflect the cooperative's total investment in facilities for each individual, agency or organization receiving service under this tariff. The monthly facilities charge for each month shall be 1.75 percent of the said total investment in these special facilities.
- E. Terms of Payment – the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen days from the date bill was rendered, the prompt payment discount will be forfeited and the gross amount shall apply.

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

3rd Revised SHEET NO. 37B

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

2nd Revised SHEET NO. 37B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

Page Two of Two

SCHEDULE III SOLS – SPECIAL OUTDOOR LIGHTING SERVICE (continued)

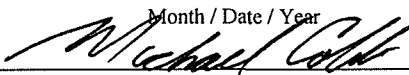
F. Conditions of Service – the cooperative will furnish all necessary material to install the special lighting desired by the customer. Lighting shall be furnished from dusk to dawn. Lamp and photo cell replacements will be made by the cooperative without cost during normal work hours. Outages will be reported promptly. The lighting equipment, poles and related facilities shall remain the property of the cooperative. The consumer shall be responsible for fixture replacement and repairs when such replacements or repairs are caused by willful damage, vandalism, or causes other than normal burnouts. The consumer shall allow authorized representatives of the cooperative to enter upon the consumer’s premises and to trim trees and shrubs as necessary for the maintenance of the lighting equipment and for removal of lighting equipment upon termination of service under this rate schedule. The cooperative and the consumer shall execute an agreement for service under this schedule for a period of not less than three years, except that in the event additional poles are required, in which case, the agreement will be for ten years. Cancellation by the consumer prior to the initial term will require the consumer to pay the cooperative its cost of installation and any removal of facilities plus the non-salvageable material, prorated on the basis of the remaining portion of the initial term of the contract. Any relocation of existing facilities, at the request of the consumer, shall be done at the consumer’s expense and paid prior to construction.

* The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the “Fuel Adjustment Clause.”

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

DATE OF ISSUE October 11, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after October 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00115 DATED September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
3rd Revised SHEET NO. 38
 CANCELLING P.S.C. KY. NO. 6
2nd Revised SHEET NO. 38

Owen Electric Cooperative, Inc.

 (Name of Utility)

CLASSIFICATION OF SERVICE

RATES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

AVAILABILITY

In all of the Company's service territory.

APPLICABILITY

This rate schedule shall apply to all electric rate schedules and special contracts.

RATE

$CES(m) = ES(m)$

where CES(m) = Current Month Environmental Surcharge Factor
 ES(m) = Current Month Environmental Surcharge Calculation

For all rate schedules excluding those whose retail rates are based upon EKPC's B or C rates, or special contracts:
 $ES(m) = [((WESF) \times (\text{Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge})) + (\text{Over/Under Recovery})] \text{ divided by } [\text{Average of 12-months ending Retail Revenue from all rate schedules excluding those whose retail rates are based upon EKPC's B or C rates, or special contracts (excluding environmental surcharge)}] = \text{_____}\%$

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

For all rate schedules whose retail rates are based upon EKPC's B or C rates, or special contracts:
 ES (m) = Direct pass-through of the wholesale environmental surcharge amount as billed by EKPC.

(Over)/Under Recovery =

6-months cumulative (over)/under recovery as defined by amount billed by EKPC to Member System minus the amount billed by Member System to retail customer. Over or under recoveries shall be amortized over a six-month period.

BILLING

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

(T)

DATE OF ISSUE November 22, 2010
 Month / Date / Year

DATE EFFECTIVE November 5, 2010
 Month / Date / Year

ISSUED BY [Signature]
 (Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2010-00021 DATED November 5, 2010

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 11/5/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 39
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 39

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SHEET NO. 39 – RESERVED FOR FUTURE USE

(A second page is no longer needed for Schedule ES - Environmental Surcharge)

C

DATE OF ISSUE November 20, 2009
Month / Date / Year

DATE EFFECTIVE December 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
12/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

OWEN ELECTRIC COOPERATIVE, INC.

OF

OWENTON, KENTUCKY

RATES, RULES AND REGULATIONS FOR PURCHASING

ELECTRIC POWER SERVICE

AT

VARIOUS LOCATIONS

WITHIN ITS SERVICE AREA

FROM

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

QUALIFIED COGENERATION AND

SMALL POWER PRODUCTION FACILITIES

OF 100 KW OR LESS

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

Issued July 15, 1997

Effective August 15, 1997

Issued By: Owen Electric Cooperative, Inc.
Name of Utility

By: Frank M. Dowdy
Title: President/CEO

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

16th Revised SHEET NO. **40A**

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

15th Revised SHEET NO. **40A**

Owen Electric Cooperative, Inc.

(Name of Utility)

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE EQUAL TO OR LESS THAN
100 kW FROM DISPATCHABLE GENERATION SOURCES (Page 1 of 2)

AVAILABILITY

Available only to qualified cogeneration or small power production facilities with a design capacity of 100 kW or less which have executed a contract with Owen Electric Cooperative, Inc. and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC. Qualified cogeneration or small power production facilities must be able to be dispatched by EKPC. Non-dispatchable qualified cogeneration or small power production facilities are covered under a separate tariff.

RATES

1. Capacity – Qualifying Facility ("QF") may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM Interconnection, LLC ("PJM") for each base residual auction ("BRA") delivery year. Capacity payments are expressed in \$/kW-year. (T) (N)

2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

2. Energy – Qualifying Facility ("QF") will be credited monthly for the electric power produced by dispatchable generation facilities 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. These payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs. (R)

TERMS AND CONDITIONS

- All power from a QF will be sold only to EKPC.
- Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE March 31, 2023
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 31, 2023
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/31/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

16th Revised SHEET NO. **40B**

Owen Electric Cooperative, Inc.

(Name of Utility)

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

15th Revised SHEET NO. **40B**

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE EQUAL TO OR LESS THAN
100 kW FROM DISPATCHABLE GENERATION SOURCES (Page 2 of 2)

3. QF shall provide reasonable default protection for EKPC and Owen Electric Cooperative, Inc. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T) (N)
4. QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practice.
5. QF shall reimburse EKPC and Owen Electric Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. 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. Initial contract term shall be for a minimum of two years. (T)
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. A QF electing to receive capacity payments is responsible for the cost of all facilities on QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. (T)
11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE March 31, 2023

Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 31, 2023

Month / Date / Year

ISSUED BY 

(Signature of Officer)


TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

10/31/2023

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

11th Revised SHEET NO. 40C

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

10th Revised SHEET NO. 40C

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

(Reserved for Future Use)

DATE OF ISSUE March 31, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on or after November 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00198 DATED October 26, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
11/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

15th Revised SHEET NO. 41A

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

14th Revised SHEET NO. 41A

Owen Electric Cooperative, Inc.
(Name of Utility)

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE OVER 100 kW
FROM DISPATCHABLE GENERATION SOURCES (Page 1 of 2)

AVAILABILITY

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW which have executed a contract with Owen Electric Cooperative, Inc. and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC. Qualified cogeneration or small power production facilities must be able to be dispatched by EKPC. Non-dispatchable qualified cogeneration or small power production facilities are covered under a separate tariff. Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.

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 – Qualifying Facility ("QF") may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM Interconnection, LLC ("PJM") for each base residual auction ("BRA") delivery year. Capacity payments are expressed in \$/kW-year.


2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82
- Energy – A Qualifying Facility ("QF") will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM Interconnection, LLC ("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 \$0.00011 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 no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.

DATE OF ISSUE March 31, 2023
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 31, 2023
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/31/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

15th Revised SHEET NO. 41B

Owen Electric Cooperative, Inc.

(Name of Utility)

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

14th Revised SHEET NO. 41B

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE OVER 100 kW
FROM DISPATCHABLE GENERATION SOURCES (Page 2 of 2)

2. All power from a QF will be sold only to EKPC.
3. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic, currents, and power factor.
4. QF shall provide reasonable default protection for EKPC and Owen Electric Cooperative, Inc. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T) (N)
5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
6. QF shall reimburse EKPC and Owen Electric Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
7. 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. Initial contract term shall be for a minimum of two years. (T)
9. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
10. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. A QF electing to receive capacity payments is responsible for the cost of all facilities on QF's site to meet and maintain eligibility as a PJM Interconnection, LLC ("PJM") capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. (T)
12. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a). (T)
13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE March 31, 2023
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 31, 2023
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/31/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

10th Revised SHEET NO. 41C

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

9th Revised SHEET NO. 41C

Owen Electric Cooperative, Inc.

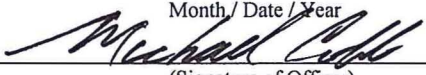
(Name of Utility)

CLASSIFICATION OF SERVICE

(Reserved for Future Use)

DATE OF ISSUE March 31, 2021
Month / Date / Year

DATE EFFECTIVE Service rendered on and after November 1, 2021
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2021-00198 DATED October 26, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 11/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

6th Revised SHEET NO. 42A

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

5th Revised SHEET NO. 42A

Owen Electric Cooperative, Inc.

(Name of Utility)

Cogeneration and Small Power Production Power Purchase
Rate Schedule 100 kW or Less from Non-Dispatchable Generation Sources (page 1 of 2)

Availability

Available only to qualified cogeneration or small power production facilities that are not able to be dispatched by EKPC which have executed a contract with EKPC and Owen Electric Cooperative, Inc. for the purchase of electric power by EKPC.

Rates

- 1. Capacity - Qualifying Facility ("QF") may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM Interconnection, LLC ("PJM") for each base residual auction ("BRA") delivery year. Capacity payments are expressed in \$/kW-year. (T) (N)

2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

- 2. Energy - QF will be credited monthly for the electric power produced non-dispatchable generation facilities at the value of the 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. These payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs. (R)

Terms and Conditions

- 1. All power from a QF will be sold only to EKPC.
- 2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- 3. QF shall provide reasonable default protection for EKPC and Owen Electric Cooperative, Inc. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T) (N)

DATE OF ISSUE March 31, 2023
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ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/31/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

6th Revised SHEET NO. 42B

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

5th Revised SHEET NO. 42B

Owen Electric Cooperative, Inc.

(Name of Utility)

**Cogeneration and Small Power Production Power Purchase
Rate Schedule 100 kW or Less from Non-Dispatchable Generation Sources (page 2 of 2)**

4. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices.
5. QF shall reimburse EKPC and Owen Electric Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. 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. Initial contract term shall be for a minimum of two years. (T)
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. (N)
11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE March 31, 2023

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TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2023-00153 DATED October 31, 2023

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
10/31/2023**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

6th Revised SHEET NO. 43A

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

5th Revised SHEET NO. 43A

Owen Electric Cooperative, Inc.
(Name of Utility)

Cogeneration and Small Power Production Power Purchase
Rate Schedule Over 100 kW from Non-Dispatchable Generation Sources (page 1 of 2)

Availability

Available only to qualified cogeneration or small power production facilities that are not able to be dispatched by (“EKPC”) which have executed a contract with EKPC and Owen Electric Cooperative, Inc. for the purchase of electric power by EKPC. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.

Rates

- 1. Capacity - Qualifying Facility (“QF”) may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability (“ELCC”) published by PJM Interconnection, LLC (“PJM”) for each base residual auction (“BRA”) delivery year. Capacity payments are expressed in \$/kW-year.

2-year contract	\$0					
5-year contract	2024	2025	2026	2027	2028	
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82	

- 2. Energy - QF will be credited monthly for the electric power produced non-dispatchable generation facilities at the value of the 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. These payments will be offset by a market administration fee of \$0.00011 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 no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.
- 2. All power from a QF will be sold only to EKPC.

DATE OF ISSUE March 31, 2023
Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 31, 2023
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/31/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(T)
(N)

(R)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

6th Revised SHEET NO. 43B

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

5th Revised SHEET NO. 43B

Owen Electric Cooperative, Inc.

(Name of Utility)

Cogeneration and Small Power Production Power Purchase
Rate Schedule Over 100 kW from Non-Dispatchable Generation Sources (page 2 of 2)

3. Seller must provide good quality electric power within a reasonable range of voltage frequency, flicker, harmonic currents, and power factor.
4. QF shall provide reasonable default protection for EKPC and Owen Electric Cooperative, Inc. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T) (N)
5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices.
6. QF shall reimburse EKPC and Owen Electric Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
7. 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. Initial contract term shall be for a minimum of two years. (T)
9. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
10. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the OF's facility. (N)
12. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a).
13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE March 31, 2023

Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 31, 2023

Month / Date / Year

ISSUED BY 

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2023-00153 DATED October 31, 2023

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 10/31/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. No. 6

Cancels E.R.C. Ky. No. 5

Owen Electric Cooperative, Inc.

OF

OWENTON, KENTUCKY

RULES AND REGULATIONS FOR FURNISHING

ELECTRICITY

AT

OWEN, GRANT, PENDLETON, GALLATIN, SCOTT, BOONE
KENTON, CAMPBELL AND CARROLL COUNTIES IN KENTUCKY

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued July 15, 1997

Effective August 15, 1997

Issued By: Owen Electric Cooperative, Inc.

By: Frank H. Ramsey
Title: President/CEO

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 24
CANCELING P.S.C. No. 5
2nd Revised SHEET No. 5

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

1. SCOPE

This schedule of rules and regulations is hereby made a part of all contracts for electric service received from Owen Electric Cooperative, Inc., hereinafter referred to as the Cooperative, and applies to all service received, whether such service is based upon a contract, agreement, signed application or otherwise. No employee or director of the Cooperative is permitted to make an exception to rates and rules. Regulations are on file in the Cooperative's office and can be obtained there or from Cooperative personnel. All rules and regulations shall be in effect so long as they do not conflict with Public Service Commission Rules and Regulations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____.

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 25
CANCELING P.S.C. No. 5
Original SHEET No. 5A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

2. REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval by Owen Electric Cooperative, Inc.'s Board of Directors and the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations. The Member shall be informed of any changes as soon as possible, after adoption by the Board of Directors, through the Cooperative's monthly newsletter or direct mailing.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____.

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 26
CANCELING P.S.C. No. 5
Original SHEET No. 5B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

3. SERVICE AREA

The Cooperative furnishes power supplied in portions of Owen, Grant, Pendleton, Gallatin, Scott, Boone, Kenton, Campbell and Carroll Counties.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____.

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 27
CANCELING P.S.C. No. 5
Original SHEET No. 5C

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

4. AVAILABILITY

Available to all Members of the Cooperative for all farm and home, commercial and industrial uses, subject to its established rules and regulations. Approval of the Cooperative must be obtained prior to installation of any motor having a rated capacity of five (5) horsepower or more.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 28
CANCELING P.S.C. No. 5
1st Revised SHEET No. 6

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

5. AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

If an application is received from a person residing with a delinquent member at the premises where power was supplied to the delinquent member, the application will be denied on the grounds that the applicant is applying as the agent of the delinquent member.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY [Signature] TITLE President/CEO
Name of Officer
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____.

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 29
CANCELING P.S.C. No. 5
Original SHEET No. 6A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

6. RIGHT OF ACCESS

Each member shall, at the time of application, provide the Cooperative with permits or shall sign right-of-way easements furnished by said Cooperative. The Cooperative shall have access to meters, service connections, and other property owned by it and located on the Member's premises for purposes of placing, locating, building, constructing, operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending, clearing right of way, and maintaining on, over, or under such lands and premises, or removing therefrom its electrical distribution system, new or existing lines, wires, poles, anchors and other necessary or appurtenant parts.

Any employee of the Cooperative whose duties require him to enter the customer's premises shall wear a distinguishing uniform or insignia, identifying him as an employee of the Cooperative, or carry on his/her person a badge or other identification which will identify him as an employee of the Cooperative, the same to be shown upon request.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 30
CANCELING P.S.C. No. 5
Original SHEET No. 6B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

7. NO PREJUDICE OF RIGHTS

Failure by the Cooperative to enforce any of the terms of this tariff shall not be deemed as a waiver of the right to do so.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Frank K. Downing
Issued by authority of an order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____.

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 31
CANCELING P.S.C. No. 5
Original SHEET No. 7

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

8. APPLICATION FOR ELECTRIC SERVICE

Each prospective member and/or spouse desiring electric service will be required to sign the Cooperative's form of "Application for Membership and Electric Service". Also, where applicable, the prospective member must sign a contract pertaining to their particular service. The prospective member must provide the Cooperative with all necessary permits and right-of-way easements. At the time of application for service, the member must also furnish his/her social security number, phone number, permanent address, place of employment and name of spouse.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Jordan C. Noel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 32
CANCELING P.S.C. No. 5
Original SHEET No. 7A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

9. MEMBERSHIP FEE

Each prospective member shall pay the membership fee of twenty-five (\$25.00) dollars. The membership fee will be refunded if all bills are paid, or applied against any unpaid bills of the member at the time service is discontinued, which will automatically terminate the membership.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

Issued by authority of an Order of the Public Service Commission of
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FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 33
CANCELING P.S.C. No. 5
Original SHEET No. 7B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

10. CONTINUITY OF SERVICE

The Cooperative 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 inability to secure right(s)-of-way easements or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

Issued by authority of an Order of the Public Service Commission of
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FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 34
CANCELING P.S.C. No. 5
Original SHEET No. 7C

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

11. NON-STANDARD SERVICE

The member shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltage or for the supply of closer voltage regulation than required by standard practice.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 35
CANCELING P.S.C. No. 5
4th Revised SHEET No. 8

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

12. BILLING

The Cooperative's billing period is on a monthly basis and shall be flexible so as to allow various billing cycles based upon the date of the monthly meter reading. Each month, the Cooperative shall render an electric service statement to each member for approximately thirty days of service. The member shall pay the net amount of bill within twelve days of the date bill was rendered. If payment is not received by the Cooperative within fifteen days of the date bill was rendered, the gross amount (as defined in the Rate Schedule) shall be due. The late payment penalty shall only be assessed one time for any bill rendered for services.

Failure to receive the bill will not release the member from payment obligation; also see # 20, Refusal or Termination of Service and # 31, Collection of Delinquent Accounts.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 36
 CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 36

Owen Electric Cooperative, Inc.

 (Name of Utility)

RULES AND REGULATIONS

13. **DEPOSITS**

The Cooperative may require a minimum cash deposit or other guaranty to secure payment of bills except for members qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposit or the last interest payment date, the payment or credit shall be on a prorated basis.

The deposit may be waived upon a member's showing of a satisfactory credit or payment history with another electric utility. Deposits on residential accounts will be returned after eighteen (18) months if the customer has established a satisfactory payment record for that period. Deposits on non-residential accounts will be returned after five (5) years if the member has established a satisfactory payment record for that period. If a deposit has been waived or returned and the member fails to maintain a satisfactory payment record, a deposit may then be required. The Cooperative may require a deposit in addition to the initial deposit if the member's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit and any interest earned and owed will be credited to the final bill with any remainder refunded to the member. An appropriate amount of the deposit may be retained and transferred to another existing account of the same member if the credit history is not satisfactory.

In determining whether a deposit will be required or waived the following criteria will be considered:

- A. **Previous payment history with the Cooperative.** If the member has no previous history with the Cooperative, residential members may have their immediate past provider of electric service complete the Cooperative's Letter of Referral for approval. Letters must indicate a satisfactory payment history for a minimum of twelve (12) consecutive months with the previous provider.

Non-residential members may complete a credit application with the Cooperative listing several sources/lines of established credit and banking history. Sources/lines of credit must have been established for a satisfactory period of time and must be of comparable quality and amount to waive a deposit.

- B. Whether the member has filed bankruptcy proceedings within the last seven (7) years.
- C. Whether another member with a good payment history is willing to sign as a guarantor for payment of the account.

DATE OF ISSUE June 8, 2012
 Month / Date / Year
 DATE EFFECTIVE July 12, 2012
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH


EFFECTIVE
7/12/2012
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(T)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 37
 CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 37

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

13. DEPOSITS (continued)

- D. Whether the member has a satisfactory credit record and rating as reported by credit bureaus/agencies.**
- E. Whether the member has been suspected of previous diversion or tampering of service.**

If the deposit is held longer than eighteen (18) months, the deposit will be recalculated at the member's request, based on the member's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential member or ten percent (10%) for a non-residential member, the Cooperative may collect any underpayment and shall refund any overpayment by check or credit to the member's bill. No refund will be made if the member's bill is delinquent at the time of the recalculation.

CALCULATED DEPOSITS

All member deposits shall be based upon actual usage of the member at the same or similar premises for the most recent twelve (12) – month period, if such information is available. If information is not available, the deposit will be based on the average bills of similar members and premises in the system. The deposit amount shall not exceed 2/12ths of the member's actual or estimated annual bill.

(T)

DATE OF ISSUE June 8, 2012
 Month / Date / Year
 DATE EFFECTIVE July 12, 2012
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 7/12/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. No. 6

PUBLIC SERVICE COMMISSION OF KENTUCKY Original SHEET No. 38

CANCELING P.S.C. No. 5

Owen Electric Cooperative, Inc. EFFECTIVE Original SHEET No. 8C

Name of Issuing Corporation

AUG 15 1997

RULES AND REGULATIONS
PURSUANT TO 807 KAR 5.011.

SECTION 9(1)

14. BUDGET PAYMENT PLANS

BY: Jordan C. Neal

The Cooperative offers to ~~provide~~ budget payment plans for its residential members who desire to pay an even monthly amount in lieu of monthly billings for actual usage - Levelized Billing and Even-Budget Billing. The monthly budget amount will be determined by the Cooperative and will be a minimum of 1/12 of the estimated annual usage. The monthly budget amount will be subject to review and adjustment during the budget year.

The budget year for both budget plans will commence during the month following the member's request for budget billing. Requests for the budget plans will be accepted during all months of the year. The settlement month for Even-Budget Billing will be during the twelfth month of billing. There is no specific settlement month for Levelized billing as the account is adjusted monthly.

Under either plan, if the member fails to pay their bill as rendered under the budget plan, the Cooperative reserves the right to revoke the plan, restore the member to regular billing and require immediate payment of any deficiency.

Failure to receive a bill in no way exempts the member from the provisions of these terms and conditions.

The member's bill will be due within twelve days from the date of the bill and the due date will be clearly indicated on the statement.

EVEN BUDGET BILLING

The member's estimated annual usage is divided by eleven (11) and this amount is used as the initial even amount billed each month. Using 1/11th as the budget amount instead of 1/12th allows for small increases in usage to occur without adjusting the budget amount. The budget amount may be adjusted up or down during the budget year if usage indicates that the account will not be current upon payment of the last budget amount. The last bill of the budget year will bring the member's account to a current status.

After establishing twelve months of actual history at a service location, Even-Budget billing members will be encouraged to transfer to levelized Budget Billing.

DATE OF ISSUE July 15, 1997

DATE EFFECTIVE August 15, 1997

ISSUED BY Frank K. Downing

TITLE President/CEO

Frank K. Downing

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 39
CANCELING P.S.C. No. 5
4th Revised SHEET No. 8D

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

14. BUDGET PAYMENT PLANS (Continued)

LEVELIZED BUDGET BILLING

The member's last eleven month's actual usage plus the current month's usage are totaled and divided by twelve. To this amount is added 1/12th of any account arrearage to date and any current month taxes owed (1/12th of account overages is deducted). The resulting amount is rounded to the nearest whole dollar. This is the amount billed as the current month's levelized budget amount.

The amount is recomputed monthly and will fluctuate based upon the member's changing usage. The account will self-adjust to a near-current status during the budget year, providing there are no abnormal deviations in the member's usage. No other adjustments are made to the member's account as long as the member meets the payment terms of the budget plan. Upon canceling the levelized budget billing, either by the member or the Cooperative, the total account balance outstanding is then due.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Mark K. Deering
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 40
CANCELING P.S.C. No. 5
3rd Revised SHEET No. 9

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

15. PARTIAL PAYMENT PLAN

Residential members who are unable to pay their bills in accordance with the Cooperative's regular payment terms may come to the Cooperative office during normal business hours to make arrangements for a partial payment plan and retention of service. Such arrangements shall be made before the arrival at the service location of Cooperative field collection personnel.

The agreement will be mutually agreed upon and reasonable and in accordance with the provisions set forth in 807 KAR 5:006, Section 14, Refusal or Termination of Service, and Section 15, Winter Hardship Reconnection. The agreement shall be in writing and signed by the member. The agreement will state and the member will be advised that should they fail to honor the payment schedule mutually agreed upon, the member's service may be disconnected without prior additional notice.

The Cooperative is not obligated or required to negotiate additional partial payment plans with members who are currently delinquent under a previous partial payment plan.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

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

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 41
CANCELING P.S.C. No. 5
3rd Revised SHEET No. 10

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

16. LOCATION OF METERS

Meters shall be easily accessible for reading, testing and making necessary adjustments and repairs and shall be located at site designated by Owen Electric Cooperative, Inc. personnel.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
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Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revised SHEET NO. 42

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

Original SHEET NO. 42

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

17. SEASONAL SERVICE CONNECTS AND DISCONNECTS

A service charge will be made for all seasonal connects or disconnects made under 807 KAR 5:006. The service charge for connect or disconnect made during normal working hours is \$30.00; the service charge for connect or disconnect made after normal working hours \$80.00. This shall apply to such seasonal accounts as barns and camps.

(I)
(I)

DATE OF ISSUE June 30, 2009
Month / Date / Year

DATE EFFECTIVE July 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00154 DATED June 25, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 43
CANCELING P.S.C. No. 5
Original SHEET No. 11

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

18. TAMPERING

If the meters or other property belonging to the Cooperative are tampered with, the member being supplied through such equipment shall pay the amount which the Cooperative may estimate is due for service rendered, but not registered on the Cooperative's meter and for such replacement and repairs as are necessary, as well as for costs of inspection, investigation and protective installations.

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EFFECTIVE

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BY: Jordan C. Neal
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DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

Issued by authority of an order of the Public Service Commission of
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FOR Entire Territory Served
Community, Town or City
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Original SHEET No. 44
CANCELING P.S.C. No. 5
Original SHEET No. 11A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

19. NOTICE OF TROUBLE

Member shall give immediate notice at the office(s) of the Cooperative of any interruption or irregularities or unsatisfactory service and of any defects known to the member.

The Cooperative may, as it deems necessary, suspend supply of electrical energy to any member or members for the purpose of making repairs, changes or improvements upon any part of its system.

PUBLIC SERVICE COMMISSION
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BY: Jordan C. Neal
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DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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FOR Entire Territory Served
Community, Town or City
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Original SHEET No. 45
Canceling P.S.C. No. 5
Original SHEET No. 11B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

20. REFUSAL OR TERMINATION OF SERVICE

1. The Cooperative may refuse or terminate service to a member only under the following conditions, except as provided in 807 KAR 5:006:

A. For noncompliance with the Cooperative's tarrified rules or commission regulations. The Cooperative may terminate service for failure to comply with applicable tarrified rules or commission regulations pertaining to that service. However, the Cooperative shall not terminate or refuse service to any member for noncompliance with its tarrified rules or commission regulations without first having made a reasonable effort to obtain member compliance. After such effort by the Cooperative, service may be terminated or refused only after the member has been given at least ten (10) days' written termination notice pursuant to 807 KAR 5:006.

B. For dangerous conditions. If a dangerous condition relating to the Cooperative's service which could subject any person to imminent harm or result in substantial damage to the property of the Cooperative or others, is found to exist on the member's premises, the service shall be refused or terminated without advance notice. The Cooperative shall notify the member immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by the Cooperative and shall include the corrective action to be taken by the member or Cooperative before service can be restored or provided. However, if the dangerous condition can be effectively isolated or secured from the rest of the system, the Cooperative need discontinue service only to the affected member.

C. For refusal of access. When a member refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance or removal of Cooperative property, the Cooperative may terminate or refuse service. Such action shall be taken

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

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Community, Town or City
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Original SHEET No. 46
CANCELING P.S.C. No. 5
2nd Revised SHEET No. 12

Owen Electric Cooperative
Name of Issuing Corporation

RULES AND REGULATIONS

20. REFUSAL OR TERMINATION OF SERVICE

C. (Continued)

only when corrective action negotiated between the Cooperative and member has failed to resolve the situation and after the member has been given at least ten (10) days' written notice of termination pursuant to 807 KAR 5:006.

D. For outstanding indebtedness. Except as provided in 807 KAR 5:006, the Cooperative shall not be required to furnish new service to any member who is indebted to the Cooperative for service furnished or other tariffed charges until that member has paid his indebtedness.

E. For noncompliance with state, local or other codes. The Cooperative may refuse or terminate service to a member if the member does not comply with state, municipal or other codes, rules and regulations applying to such service. The Cooperative may terminate service pursuant to 807 KAR 5:006 only after ten (10) days' written notice is provided, unless ordered to terminate immediately by a governmental official.

F. For nonpayment of bills. The Cooperative may terminate service at a point of delivery for nonpayment of charges incurred for Cooperative service at that point of delivery; however, the Cooperative shall not terminate service to any member for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of 807 KAR 5:006.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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

BY: Jordan C. Neal

FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997

ISSUED BY Frank K. Downing
Frank K. Downing

DATE EFFECTIVE August 15, 1997

TITLE President/CEO

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FOR Entire Territory Served
Community, Town or City
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Original SHEET No. 47
CANCELING P.S.C. No. 5
Original SHEET No. 12A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

20. REFUSAL OR TERMINATION OF SERVICE (Continued)

and of the address and telephone number of the Department for Social Insurance of the Cabinet for Human Resources to contact for possible assistance.

2. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular member or members are otherwise dictated by the terms of a special contract between the utility and member which has been approved by the Commission.

G. For illegal use or theft of service. The Cooperative may terminate service to a member without advance notice if it has evidence that a member has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the Cooperative shall send written notification to the member of the reasons for termination or refusal of service upon which the Cooperative relies and of the member's right to challenge the termination by filing a formal complaint with the commission. This right of termination is separate from and in addition to any other legal remedies which the Cooperative may pursue for illegal use or theft of service. The Cooperative shall not be required to restore service until the customer has complied with all tariffed rules of the Cooperative and laws and regulations of the commission.

PUBLIC SERVICE COMMISSION
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AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

2. The Cooperative shall not terminate service to a member if the following conditions exist:

A. If payment for service is made. If following receipt of a termination notice for nonpayment but prior to the actual termination of service there is delivered to the Cooperative office payment of the amount in arrears, service shall not be terminated.

B. If a payment agreement is in effect. Service shall not be terminated for nonpayment if the member and the Cooperative have entered into a partial payment plan in accordance with 807 KAR 5:006 and the member is meeting the requirements of the plan.

DATE OF ISSUE July 15, 1997
ISSUED BY Frank K. Downing

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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FOR Entire Territory Served
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CANCELING P.S.C. No. 5
Original SHEET No. 12B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

20. REFUSAL OR TERMINATION OF SERVICE (Continued)

- C. If a medical certificate is presented. Service shall not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The Cooperative may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with 807 KAR 5:006. The Cooperative shall not require a new deposit from the member to avoid termination of service for a thirty (30) day period who presents to the Cooperative a medical certificate certified in writing by a physician, registered nurse or public health officer.
- D. The Cooperative shall not terminate service for thirty (30) days beyond the termination date if the Kentucky Cabinet for Human Resources (or its designee) certifies in writing that the member is eligible for the Cabinet's Energy Assistance Program or household income is at or below 130 percent of the poverty level, and the member presents such certificate to the Cooperative. Members eligible for such certification from the Cabinet for Human Resources shall have been issued a termination notice between November 1 and March 31. Certificates shall be presented to the Cooperative during the initial ten (10) day termination notice period. As a condition of the thirty (30) day extension, the member shall exhibit good faith in paying his indebtedness by making a present payment in accordance with his ability to do so. In addition, the member shall agree to a repayment plan in accordance with 807 KAR:5006, which will permit the member to become current in the payment of his bill as soon as possible but not later than October 15. The Cooperative shall not require a new deposit from a member to avoid termination of service for a thirty (30) day period who presents a certificate to the Cooperative certified by the Kentucky Cabinet for Human Resources (or its designee) that the member is eligible for the Cabinet's Energy Assistance Program or whose household income is at or below 130 percent of the poverty level.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Chick E. Acord
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served _____
Community, Town or City _____
P.S.C. No. _____ 6
Original _____ SHEET No. 49
CANCELING P.S.C. No. _____ 5
2nd Revised _____ SHEET No. 13

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

21. MEMBER REQUESTED SERVICE TERMINATION

Any member desiring service terminated or changed from one address to another shall give the Cooperative three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions. The member shall not be responsible for charges for service beyond the three(3) day notice period if the member provides reasonable access to the meter during the notice period. If the member notifies the Cooperative of his request for termination by telephone, the burden of proof is on the member to prove that service termination was requested if a dispute arises.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 50
CANCELING P.S.C. No. 5
2nd Revised SHEET No. 14

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

22. INSPECTIONS

In keeping with 807 KAR 5:006, Section 14(e), the Cooperative shall not initiate new permanent electric service until the required certificate of approval has been issued by a certified electrical inspector if required by local or state government.

It shall be the duty of the Cooperative before making service connections to a new member to visually inspect the condition of the meter and service facilities for such member in order that prior or fraudulent use of the facilities will not be attributed to the new member. The new member shall be afforded the opportunity to be present at such inspections. The Cooperative shall not be required to render service to any member until any defects in the member-owned portion of the service facilities have been corrected.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 51
CANCELING P.S.C. No. 5
Original SHEET No. 14A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

23. TEMPORARY SERVICE

A member requesting temporary service may be required to pay all cost of construction, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, oil wells, carnivals, fairs, camp meetings, etc., will be provided to members making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit (amount to be determined by the Cooperative,) for estimated KWH usage.

Upon termination of temporary service, the payment paid on estimated usage will be adjusted to actual usage and either a refund or additional billing will be issued to such temporary member.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 24, 1997
ISSUED BY [Signature] TITLE President/CEO
Name of Officer

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 52
CANCELING P.S.C. No. 5
Original SHEET No. 14B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

24. MEMBER LIABILITY

The member shall assume responsibility for service upon his premises at and from the point of delivery thereof, and for wires, apparatus, devices, and appurtenances thereon used in connection with service. The member shall indemnify, save harmless and defend the Cooperative against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of current by member at or on the member's side of point of delivery.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served _____
Community, Town or City _____
P.S.C. No. _____ 6
Original _____ SHEET No. 53
CANCELING P.S.C. No. _____ 5
1st Revised _____ SHEET No. 15

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

25. PROTECTION OF COOPERATIVE EQUIPMENT

The member shall exercise proper care to protect the equipment of the Cooperative on his premises and shall not interfere with or alter or permit interference with or alteration of the Cooperative's meter or other property except by duly authorized representatives of the Cooperative.

For any loss or damage to the property of the Cooperative due to or caused by or arising from carelessness, neglect, vandalism, or misuse by the member, the member's agent or his independent contractor or other unauthorized persons, the cost of the necessary replacement and repair shall be paid for by the member.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY *Jordan C. Neal*
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 54
CANCELING P.S.C. No. 5
Original SHEET No. 15A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

26. POINT OF DELIVERY

The point of delivery is the point as designated by the Cooperative on Member's premises where current is to be delivered to building or premises, namely, the point of attachment. A member requesting a delivery point different from the one designated by the Cooperative will be required to pay the additional cost of providing the service at such delivery point. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the member.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Mark K. Beatty
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 55
CANCELING P.S.C. No. 5
Original SHEET No. 15B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

27. RESALE OF POWER BY MEMBERS

All purchased electric service used on the premises of the member shall be supplied exclusively by the Cooperative and the Member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service or any part thereof, except by written contract approved by the Board of Directors of this Cooperative.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY *Mark L. Dancy* TITLE President/CEO
Name of Officer

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

FOR Entire Territory Served _____
Community, Town or City _____
P.S.C. No. _____ 6
Original _____ SHEET No. 56
CANCELING P.S.C. No. _____ 5
3rd Revised _____ SHEET No. 16

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

28. METER READING

The Cooperative shall read each member's meter each month for the purpose of determining each account's usage of electricity in calculating the monthly bill. Exceptions to the monthly reading will be allowed only for those meters which may be estimated without materially affecting the accuracy of recorded usage. Actual readings will be taken on estimated accounts at least quarterly.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997

ISSUED BY Mark K. Adams
Name of Officer

DATE EFFECTIVE August 15, 1997

TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 57
CANCELING P.S.C. No. 5
Original SHEET No. 16A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

29. SEPARATE METER AND BILLING FOR EACH SERVICE

The Cooperative will normally furnish a single meter at the point of connection to the member's premises. Any member desiring service at two or more separately metered points of connection to the system shall be billed separately at each point and the registration of such meters shall not be added for billing purposes.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Noel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 58
CANCELING P.S.C. No. 5
2nd Revised SHEET No. 17

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

30. FAILURE OF METER TO REGISTER

In the event a member's meter should fail to register, the member shall be billed from the date of such failure in accordance with 807 KAR 5:006, Section 10(2).

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 59

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

1st Revised SHEET NO. 59

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

31. COLLECTION OF DELINQUENT ACCOUNTS

Should it become necessary for the Cooperative to send a serviceman to the member's premises for collection or disconnection of a delinquent account, there will be a one-time field collection or disconnect charge of \$30.00 per trip, as stated in the second notice, which will be due and payable at the time such delinquent account is collected, provided service is either disconnected or account is collected, with the exception of those members connected under the Winter Hardship Reconnection Provision of 807 KAR 5:006, Section 15.

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In the event a member is disconnected for non-payment of a delinquent account and requests a reconnection during regular working hours, a \$60.00 charge, payable in advance, will be made. After regular working hours, a \$80.00 charge, payable in advance, will be made. These charges include both the cost of disconnection and reconnection.

In some instances, a remote disconnect switch will be installed. If service is disconnected or reconnected for non-payment with the switch, a fee of \$30.00 per occurrence will be applied to the members account for this extra service and due and payable at the time such account is collected.

N

DATE OF ISSUE July 2, 2010
Month / Date / Year

DATE EFFECTIVE July 15, 2010
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2010-00145 DATED 6/25/2010

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/15/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revised SHEET NO. 60

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

Original SHEET NO. 60

Owen Electric Cooperative, Inc.
(Name of Utility)

RULES AND REGULATIONS

32. CHECKS RETURNED – UNHONORED BY BANK

When a check received in payment of a member's account is returned unpaid by the bank for any reason, the Cooperative will notify such member by form letter, notice of returned check, stating the amount of the check and reason for its return. Returned checks will then be considered the same as a delinquent account and if payment in full is not received for the check within in ten (10) business days after notice, service to the member will be discontinued twenty-seven (27) days after mailing date of the original bill for which such returned check was intended to pay, as prescribed under the sections of rules dealing with unpaid accounts. A \$25.00 service charge will be added to all returned unhonored checks.

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

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

Where a member has been mailed a notice of termination for non-payment and subsequently presents an insufficient check as payment, the original termination date will remain unchanged. The presentation of an insufficient-funds check does not constitute payment of the account. The Cooperative will attempt to contact the member by telephone or mail to request payment, but no further time for payment will be extended beyond that stated on the original termination notice.

DATE OF ISSUE June 30, 2009
Month / Date / Year

DATE EFFECTIVE July 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00154 DATED June 25, 2009

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 61
CANCELING P.S.C. No. 5
2nd Revised SHEET No. 18

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

33. MONITORING OF MEMBER USAGE

On a monthly basis, kWh usage for all accounts will be monitored by the Cooperative according to the following procedure:

1. The member's current monthly kWh usage will be compared to previous periods. Accounts which meet the following exception criteria will be listed for evaluation:

- * The bill amount is greater than twice the previous month
- * kWh usage is less than one-third of last month's
- * kWh usage is fifty percent more or less than the same month last year
- * The bill amount is less than the minimum for the rate schedule
- * Demand usage is twenty-five percent more or less than last month's
- * Demand usage is fifty percent more or less than the same month last year

2. If the deviation in usage for any account listed on the exception report is attributed to unique circumstances such as unusual weather conditions, which would affect all members, no further review will be done.

3. If the deviation cannot be readily attributed to a common cause, the Cooperative will further investigate the account usage by comparing the last twelve month's usage to the same months of the previous year.

4. If the cause for the usage deviation cannot be determined from analysis of the member's meter reading and billing records, the Cooperative may dispatch service personnel to verify the meter reading, check the service installation, or to make personal contact with the member to inquire about the unexplained usage deviation. The Cooperative will contact the member by telephone or in writing about the usage deviation if the service personnel cannot determine a cause.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011.

SECTION 9(1)
DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
BY Jordan ISSUED BY Frank G. Deery TITLE President/CEO
FOR THE PUBLIC SERVICE COMMISSION Name of Officer

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 62
CANCELING P.S.C. No. 5
Original SHEET No. 18A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

33. MONITORING OF MEMBER USAGE (Continued)

5. Where the deviation is not otherwise explained, the Cooperative will test the member's meter to determine whether it shows an average error greater than two percent (2%) fast or slow. The Cooperative will notify the member of the investigation and results and will refund or bill for any errors in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the monthly monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading and billing processes or member inquiry.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 63
CANCELING P.S.C. No. 5
Original SHEET No. 18B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

34. SECURITY LIGHTS

The Cooperative shall furnish, install, operate and maintain the outdoor lighting equipment including lamp, luminaire, bracket attachment, and control device on an existing pole of the Cooperative, electrically connected so that the power for operation of the light does not pass through the meter for the member's other usage, at a location mutually agreeable to both the Cooperative and the member. The Cooperative shall furnish and install a wooden pole if required for the outdoor light.

If member requests ornamental poles or fixtures, member will be required to pay the cost differential between a standard wooden pole and fixture and the pole and fixture of member's choice.

In the event of vandalism of security lights, the Cooperative will replace a bulb or repair the light to good working condition one time. After one time, it will be the member's responsibility to replace the bulb or repair the light at the member's expense. If the member requests the security light removed as a result of repeated vandalism, it will be done at no expense to the member.

The lighting equipment shall remain the property of the Cooperative. The member shall protect the lighting equipment from deliberate damage. The member shall allow authorized representatives of the Cooperative to enter upon the member's premises and to trim trees and shrubs as necessary for maintenance of the lighting equipment and for removal of the lighting equipment upon termination of service under this schedule.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. _____ 6
Original SHEET No. 64
CANCELING P.S.C. No. _____ 5
3rd Revised SHEET No. 19

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

35. FUEL ADJUSTMENT

In case the rate which the Cooperative purchases power at wholesale is adjusted in accordance with a fuel cost adjustment provision in the Cooperative's wholesale power contract, the Cooperative's energy charge shall be adjusted each month by the same amount per KWH as the fuel cost adjustment per KWH in Cooperative's wholesale power bill, plus an allowance for line losses. The allowance for line losses will not exceed ten percent, and is based on a twelve-month moving average of such losses. This fuel clause is subject to provisions in 807 KAR 5:056.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revision SHEET NO. 65

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

Original SHEET NO. 65

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

C

36.

SHEET RESERVED FOR FUTURE USE.

DATE OF ISSUE October 28, 2004

Month / Date / Year

DATE EFFECTIVE January 1, 2005

Month / Date / Year

ISSUED BY _____

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
01/01/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By  _____
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 65A
CANCELLING P.S.C. KY NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.

(Name of Utility)

Rate EM – Earnings Mechanism – Member Tariff

(N)

Applicability

In the service territory of Owen Electric Cooperative, Inc. (“Owen Electric”).

Availability

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

Purpose

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

Methodology

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

DATE OF ISSUE October 2, 2023
Month / Date / Year
DATE EFFECTIVE September 12, 2023
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00135 DATED September 12, 2023

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
Original SHEET NO. 65B
 CANCELLING P.S.C. KY NO. _____
 SHEET NO. _____

Owen Electric Cooperative, Inc.


 (Name of Utility)

Rate EM – Earnings Mechanism – Member Tariff (Continued)

(N)

Calculation of Bill Credit. Owen Electric will calculate the bill credit applicable to its retail members in the following manner:

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

DATE OF ISSUE October 2, 2023
 Month / Date / Year
 DATE EFFECTIVE September 12, 2023
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2023-00135 DATED September 12, 2023

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 66

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative Inc.
(NAME OF UTILITY)

Advanced Metering System (“AMS”) Opt-Out Tariff

Pursuant to the AMS Opt-Out Tariff, a Member may elect to have Owen Electric replace their communicating meter with a non-communicating meter. The replacement meter may be a solid state meter, which may be a communicating meter that has its communicating equipment deactivated. The AMS Opt-Out Tariff is not available to a Member who receives service through an instrument rated meter or who is subject to any of the following Owen Electric tariffs: 1) Off-Peak Marketing; 2) Time of Day; 3) Prepay Metering; 4) Net Metering; 5) Cogeneration; 6) Interruptible Service; or 7) Demand Side Management – Direct Load Control.

To request a meter exchange, a Member must submit to Owen Electric a completed and signed AMS Opt-Out Enrollment Form obtained from Owen Electric. Members accepted into the AMS Opt-Out Tariff will be assessed the following fees in addition to all other rates and charges that are applicable to the Member’s account pursuant to Owen Electric’s tariff.

Non-recurring Initial Set-up Charge, Billed Upon Meter Exchange	\$30
Recurring Monthly Fee, Due Simultaneous with Monthly Usage Fees	\$30

Once a Member’s communicating meter is replaced with a non-communicating meter, the Member will remain in the AMS Opt-Out for no less than twelve (12) months. A Member desiring the reinstallation of a communicating meter after twelve (12) months must submit to Owen Electric a completed Communicating Meter Acceptance Form obtained from Owen Electric.

Owen Electric reserves the right to refuse to provide, or continue to provide, service pursuant to the AMS Opt-Out Tariff when any of the following circumstances exist:

- 1) the Member has poor credit history;
- 2) the Member denies Owen Electric access to a meter;
- 3) the Member has a history of meter tampering or theft of service; or
- 4) the service connection creates a danger to the Member, the public, or an Owen Electric employee.

DATE OF ISSUE April 18, 2019

MONTH / DATE / YEAR

DATE EFFECTIVE Service rendered on and after April 12, 2019

MONTH / DATE / YEAR

ISSUED BY 

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00354 DATED April 12, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



EFFECTIVE

4/12/2019

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revised SHEET NO. 67

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

Original SHEET NO. 67

Owen Electric Cooperative, Inc.
(Name of Utility)

RULES AND REGULATIONS

37. TRANSIENT MEMBER CHARGE

Each membership shall entitle the member to one free connect upon entering the Cooperative service area and one free disconnect upon termination of service within the entire Cooperative service area. Additional connects within a twelve-month period shall be charged at the daytime service charge rate of \$30.00 or the overtime service charge rate of \$80.00 as applicable.

(I)
(I)

DATE OF ISSUE June 30, 2009
Month / Date / Year
DATE EFFECTIVE July 1, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00154 DATED June 25, 2009

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 68
CANCELING P.S.C. No. 5
Original SHEET No. 22A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

38. RELOCATION OF LINES

When the Cooperative is requested to relocate its facilities for any reason, any expense involved will be paid by the firm, person or persons requesting the relocation, unless one or more of the following conditions are met:

1. The relocation is made for the convenience of the Cooperative
2. The relocation will result in a substantial improvement in the Cooperative facilities or their location.
3. The relocation is associated with other regularly scheduled conversion or construction work and can be done at the same time.
4. The relocation is done in order to comply with the National Electric Safety Code as a result of clearance problems associated with the construction of a permanent residence, barn or mobile home, that will be receiving electric service from the Cooperative and the cost of such relocation does not exceed cost as set forth under member extension policies of the Cooperative. If the cost of relocation does exceed the aforementioned costs, then the member will be required to pay the extra cost and will be refunded this amount under the provision of line extension policy which is applicable.

The member shall be responsible for the cost associated with the relocation of distribution lines for structures or buildings that will not require service from the Cooperative.

Lines may be relocated one time to accommodate a member's request. If it is necessary to relocate a second or additional time(s), the member will be required to pay the full cost of relocation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

BY [Signature]
DATE EFFECTIVE August 15, 1997
FOR THE PUBLIC SERVICE COMMISSION
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revision SHEET NO. 69

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

Original SHEET NO. 69

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

C

39. NON-SEASONAL RESIDENTIAL HOMES (INCLUDING MOBILE HOMES) REFUND POLICY FOR MEMBER EXTENSIONS EXCEEDING 1,000 FEET

- A. For the purpose of this policy, a non-seasonal residential facility shall be one which has an approved septic system and a conventional water source and is expected to be utilized as a year round living facility.
- B. The Cooperative will build the first 1,000 feet or less of line at no charge to the member. All extensions over 1,000 feet will be billed to the member based on the average actual cost per foot.
- C. Each member receiving service under such extension will be refunded under the following provision:

The eligible period for refund(s) will be ten (10) years, commencing from the time the service is connected. During this refund period, the Cooperative shall refund to the member who paid for the excess footage, the cost of up to 1,000 feet of the extension for each non-seasonal residential facility connected to the extension. After the end of the refund period, no refund will be made and under no circumstances will a credit greater than the original charge for the line extension be granted.
- D. The member must grant an easement to the Cooperative to take off this original line section in order to receive a credit on his original deposit.
- E. Service drops are not included in the footage above.
- F. Subdivisions may be included in the above.
- G. Cost of excess footage shall be deposited with the Cooperative before the construction begins.

C

DATE OF ISSUE October 28, 2004

Month / Date / Year

DATE EFFECTIVE January 1, 2005

Month / Date / Year

ISSUED BY _____

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
01/01/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR Entire Territory Served

PSC KY NO. 6

2nd Revised SHEET NO. 70

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 70

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

40. UNDERGROUND ELECTRIC SERVICE

The purpose of this regulation is to formulate Owen Electric Cooperative, Inc.'s requirements for underground service, the application of which will insure adequate service and safety to all persons engaged in the construction, maintenance, operation, and use of underground facilities and to the public in general.

A. Applicability – This regulation shall apply to underground electrical supply facilities used in connection with electric distribution within the definitions set out herein.

B. Definitions – The following words and terms, when used in this regulation, shall have the meaning indicated:

Applicant – The developer, builder or other person, partnership, association, corporation, or governmental agency applying for the installation of an underground electric distribution system.

Building – A structure enclosed within exterior walls or fire walls built, erected, or framed of component structural parts.

Multiple-Occupancy Building – A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed to contain multiple dwelling units.

Distribution System – Electric service facilities consisting of primary and secondary conductors, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

Subdivision – The tract of land which is divided into multiple lots for the construction of new residential buildings or the land on which is constructed two (2) or more new multiple occupancy buildings.

Commission – The Public Service Commission

Trenching and Backfilling – Opening and preparing the ditch for the installation of conductors including placing of conduits, raceways under roadways, driveways, or paved areas; providing a sand bedding below and above conductors when required and backfill of trench to ground level.

DATE OF ISSUE March 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2023
MONTH / DATE / YEAR

ISSUED BY *Michael Cobb*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 4/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

2nd Revised SHEET NO. 71

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 71

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

40. UNDERGROUND ELECTRIC SERVICE (Continued)

C. Rights of Way and Easements

1. The Cooperative shall construct, own, operate and maintain distribution lines only along easements, public streets, roads and highways which are by legal right accessible to the Cooperative's equipment and which the Cooperative has the legal right to occupy, and the public lands and private property across which rights of way and easements satisfactory to the Cooperative have been granted.
2. Rights of way and easements suitable to the Cooperative for the underground distribution facilities must be furnished by the applicant in reasonable time to meet service requirements. The applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment, remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximations of final grade and maintain clearing and grading during construction by the Cooperative. Suitable land rights shall be granted to the Cooperative, obligating the applicant and subsequent property owners to provide continuing access to the Cooperative for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the Cooperative's easement of substantial changes in grade or elevation thereof.

D. Installation of Underground Distribution System Within New Subdivision

1. Where appropriate contractual arrangements have been made, the Cooperative shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgment, will assure that the property owners will receive safe and adequate electric service for the foreseeable future.
2. All conductors installed by the Cooperative may be underground if required by governmental authority or chosen by the applicant, in either of which case, the differential cost of underground shall be borne by the applicant. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment and meter cabinets may be placed above ground.

DATE OF ISSUE March 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2023
MONTH / DATE / YEAR

ISSUED BY *Michael Colby*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
4/1/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

2nd Revised SHEET NO. 72

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 72

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

40. UNDERGROUND ELECTRIC SERVICE (Continued)

Installation of Underground Distribution System Within New Subdivision (Continued)

3. If the applicant has fulfilled the Cooperative's pre-installation requirements defined in the contractual agreement, installation will commence as scheduled at the preconstruction meeting. The Cooperative is not required to extend the service to portions of the subdivisions not under active development.
4. The Cooperative shall furnish, install and maintain the service lateral to the individual member's meter base in accordance with the schedule of charges outlined in the following section upon individual's application for membership and having passed all inspections.

E. Schedule of Charges

1. A non-refundable payment shall be made by the applicant equal to the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment to be made by the applicant shall be determined from the total footage of conductor to be installed at an average per foot cost differential in accordance with the average cost differential filed herewith as Exhibit A, which shall be reviewed annually and updated as needed.
2. The Cooperative strongly encourages all members to install services underground. Therefore the Cooperative will install underground service wire at no charge. The member is responsible to trench, furnish and install conduits, and back fill in accordance to Cooperative specifications for all service conductor. Upon completion and submittal of all inspections, the Cooperative will in turn, furnish, complete the installation of all conductor, make all necessary connections, and maintain the service lateral.
3. For a building that is not part of a subdivision such as a single residential lot, the applicant will be responsible for all trenching, conduit installation and backfilling for primary and service conductor. The cost differential for conductor installation is specified in Exhibit A. The underground distribution system will be designed by the Cooperative to allow sufficient capacity and suitable materials which, in its judgment, will assure that the applicant will receive safe and adequate electric service.

DATE OF ISSUE March 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2023
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
4/1/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

2nd Revised SHEET NO. 73

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 73

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

40. UNDERGROUND ELECTRIC SERVICE (Continued)

Schedule of Charges (Continued)

4. For subdivisions, the Cooperative provides all trenching, conduit installation and backfilling up to the transformer and/or secondary pedestals except where described in the contractual agreement between the Cooperative and the applicant. The charges specified in Exhibit A includes charges for this work. Where rock, shale, or other impairments are anticipated or encountered in construction, the actual increased cost of trenching and backfilling shall be borne by the applicant. If an applicant chooses to perform all necessary trenching, conduit installation and backfilling in accordance with the Cooperative's specifications, the Cooperative's cost for trenching and backfilling will be waived.
5. For three phase services requesting underground service a contribution in aid to construction will be determined based on infrastructure upgrades in accordance with 807 KAR 5:041, Section 11(1), which states: "Any utility which extends service to a customer who may require polyphase service or whose installed transformer capacity will exceed 25 kVA may require the customer to pay in advance additional cost of construction which exceeds that for a single phase line where the installed transformer capacity does not exceed 25 kVA."
6. Line extensions from the existing supply facility to the individual property or boundary of a subdivision shall normally be overhead and any deposit required for that extension is subject to refund per the Cooperative's line extension tariff. Upon request, such extension may be made underground, if the applicant agrees to pay the excess cost for the underground extension, whereby the excess cost shall be nonrefundable.
7. Plans for the location of all facilities to be installed shall be approved by the Cooperative and applicant prior to construction. Alterations in plans by the applicant which require additional cost of installation or construction shall be at the sole expense of the applicant.
8. The Cooperative shall not be obligated to install any facility until satisfactory arrangements for the payment of charges have been completed by the applicant.
9. The charges specified in these rules are based on the premise that each applicant will cooperate with the Cooperative in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible.

(T)

DATE OF ISSUE March 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2023
MONTH / DATE / YEAR

ISSUED BY Michael C. Balle
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
4/1/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

2nd Revised SHEET NO. 74

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 74

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

40. UNDERGROUND ELECTRIC SERVICE (Continued)

F. Construction

- 1. All electrical facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code and Owen Electric Cooperative, Inc. Specifications.

G. Other

- 1. In unusual circumstances, when the application of these rules appears impractical or unjust to either party, or discriminatory to other members, the Cooperative or applicant shall refer the matter to the Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

DATE OF ISSUE March 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2023
MONTH / DATE / YEAR

ISSUED BY *Michael Cash*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
4/1/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Owen Electric Cooperative, Inc.
 Rules and Regulations No. 40
 Exhibit A (April 1, 2023)
 Average Cost Differential for Underground Electric Distribution

1. Underground primary (and secondary to pedestal if applicable) cost differential per trench foot for subdivision: \$4.54 plus the cost of trenching, conduit placement and backfill which will be determined at the time of agreement with subdivision developers. (I) (T)
 Cooperative responsible for trenching, conduit placement, and backfill except where specified in agreement.
2. Underground primary cost differential per trench foot for non-subdivision: \$3.17 (I)
 Member responsible for all trenching, conduit placement, and backfill.
3. Underground service cost differential: \$0.00
 Member responsible for all trenching, conduit placement, and backfill from transformer or pedestal to meter base.

Methodology for Computing Underground Cost Differentials:

1. Underground Primary (including Secondary to pedestal) Cost Differential (Subdivision)

Underground primary line extension samples for 2022* :

Total Cost	\$1,286,067.48
Total Footage	34,766
<hr/>	
Cost per foot	\$36.99

Overhead primary line extension samples for 2022*:

Total Cost	\$1,128,077.31
Total Footage	34,766
<hr/>	
Cost per foot	\$32.45

Cost Differential: $\$36.99 - \$32.45 = \$4.54$ per trench foot + Additional Associated Trenching Costs

*Based on equivalent overhead estimates of actual 2022 underground subdivision work orders.

2. Underground Primary Cost Differential (Non-subdivision):

Underground primary line extension samples for 2022:

Total Cost	\$405,277.36
Total Footage	20,291
<hr/>	
Cost per foot	\$19.97

Overhead primary line extension samples for 2022:

Total Cost	\$581,178.67
Total Footage	34,192
<hr/>	
Cost per foot	\$16.80

Cost Differential: $\$19.97 - \$16.80 = \$3.17$ per trench foot

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE
4/1/2023

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revised SHEET NO. 75

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

Original SHEET NO. 75

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

41. METER TESTING

Each and every watt-hour meter installed by the Cooperative on member's premises shall be tested periodically without charge to the member. Any other request for meter test shall be complied with by the Cooperative only if the member agrees to pay a \$50.00 meter test deposit. If the meter tests more that 2% fast, the \$50.00 deposit shall be returned to the member and a credit, based on Public Service Commission rules and regulations shall be issued by the Cooperative to the member. If the meter is more than 2% slow, the member may be billed for the difference for the previous twelve-month period and the \$50.00 may be applied toward that balance. The customer will not be required to repay any underbilling over a shorter period of time than a period co-extensive with the underbillings.

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I

DATE OF ISSUE June 30, 2009

Month / Date / Year

DATE EFFECTIVE July 1, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00154 DATED June 25, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 76
CANCELING P.S.C. No. 5
Original SHEET No. 29A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

42. TAXES

Pursuant to the authority vested in KRS 139.210, there shall be added to the bill of all applicable subscribers the sales and use tax imposed by KRS 139.200. The Utility Gross Receipts License Tax for public authorities authorized by KRS 160.613 shall be added to all applicable subscribers' bills in accordance with KRS 160.617, which authorizes a rate increase for the public authorities tax.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Hoel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY [Signature] TITLE President/CEO
Name of Officer
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. _____ Dated _____.

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 77
CANCELING P.S.C. No. 5
Original SHEET No. 29B

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

43. VOLTAGE FLUCTUATIONS CAUSED BY MEMBER

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Cooperative system. The Cooperative may require the member, at his own expense, to install suitable apparatus which will reasonably limit such fluctuation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Jordan C. Noel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Jordan C. Noel
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 78
CANCELING P.S.C. No. 5
Original SHEET No. 29C

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

44. CONFLICT

In case of conflict between any provisions of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY Jordan C. Neal
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 79
CANCELING P.S.C. No. 5
2nd Revised SHEET No. 30

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

45. RIGHT TO REFUSE SERVICE

The Cooperative shall reserve the right to refuse service to any member indebted to the Cooperative for any reason. The Cooperative further reserves the right to refuse service to any person requesting service under a landowner membership if said member is indebted to the Cooperative for service furnished or other tariffed charges.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Heel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY *Frank H. ...*
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 80
CANCELING P.S.C. No. 5
Original SHEET No. 30A

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

46. CLASSIFICATION OF MEMBERS

Classification of members for accounting purposes is in accordance with the prescribed RUS Uniform System of Accounts.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE July 15, 1997
ISSUED BY [Signature]
Name of Officer

DATE EFFECTIVE August 15, 1997
TITLE President/CEO

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

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

1st Revision SHEET NO. 81

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

Original SHEET NO. 81

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

47. CAMPS, BARNs, AND SEASONAL RESIDENTIAL SERVICES REFUND POLICY FOR MEMBER EXTENSIONS EXCEEDING 300 FEET

- A. For the purpose of this policy, a seasonal residential facility shall be one which has an approved septic system and a conventional water source and is not utilized as a year round living facility.
- B. The Cooperative will build the first 300 feet or less of line at no charge to the member. All extensions over 300 feet will be billed to the member based on the average actual cost per foot.
- C. Each member receiving service under such extension will be refunded under the following provision:

The eligible period for refund(s) will be ten (10) years, commencing from the time the service is connected. During this refund period, the Cooperative shall refund to the member who paid for the excess footage, the cost of up to 1,000 feet of the extension for each non-seasonal* residential facility connected to the extension. After the end of the refund period, no refund will be made and under no circumstances will a credit greater than the original charge for the line extension be granted.

*For the purpose of the this policy, a non-seasonal residential facility shall be one which has an approved septic system or a conventional water source and is expected to be utilized as a year round living facility.
- D. The member must grant an easement to the Cooperative to take off this original line section in order to receive a credit on his original deposit.
- E. Service drops are not included in the footage above.
- F. Subdivisions may be included in the above.
- G. Cost of excess footage shall be deposited with the Cooperative before the construction begins.

C

C

DATE OF ISSUE October 28, 2004

Month / Date / Year

DATE EFFECTIVE January 1, 2005

Month / Date / Year

ISSUED BY _____

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
01/01/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 6

1st Revision SHEET NO. _____ 82

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

Original SHEET NO. _____ 82

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

C

SHEET NO. 82 RESERVED FOR FUTURE USE

DATE OF ISSUE October 28, 2004

Month / Date / Year

DATE EFFECTIVE January 1, 2005

Month / Date / Year

ISSUED BY _____

(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
01/01/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By  _____
Executive Director

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served

Community, Town or City

P.S.C. KY. NO. 6

1st Revised SHEET NO. 83

CANCELLING P.S.C. KY NO. 6

Original SHEET NO. 83

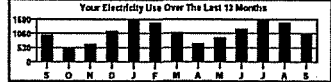
48. EXAMPLE OF MONTHLY BILLING STATEMENT



Main Office
8205 Highway 127 N
P.O. Box 400
Owenton, Kentucky 40359-0400
800/372-7612 Fax 502/484-2661
www.owenelectric.com

Office Hours:
8:00 a.m. - 4:30 p.m. EST
Monday - Friday

ACCOUNT NUMBER	ACCOUNT NAME	SERVICE ADDRESS	METER NUMBER	BILL DATE						
123456-001	JOHN DOE	123 MAPLE STREET	123456	09/21/12						
SERVICE PERIOD	NO. OF DAYS	METER READING	PREVIOUS	PRESENT	CODE	METER MULTIPLIER	BILLED DEMAND	KILOWATT HOURS	CHARGES	
08/20/12	09/19/12	30	81057	82121	R	1		1064	105.12	
-0.002610 PER KWH FUEL ADJUSTMENT									1064	-2.78
ENVIRONMENTAL SURCHARGE 9.830%										10.89
1 OUTDOOR LIGHTING									40	8.42
LOCAL SCHOOL TAX- 3%										3.40
TOTAL CURRENT BILL DUE 10/11/12										125.05
PREVIOUS AMOUNT DUE										163.02
THANK YOU FOR YOUR PAYMENT (S)										-163.02
TOTAL AMOUNT DUE										125.05
NEXT METER READING DATE	10/19/12	SERVICE LOCATION	123456789	TELEPHONE	555-555-5555	TOTAL ACCOUNT BALANCE				
						\$125.05				
COMPARISONS	DAYS SERVICE	TOTAL KWH	AVG. KWH/DAY	CYCLE	CURRENT BILL DUE 10/11/12					
	30	1064	35	114	BILL IS DELINQUENT AFTER DUE DATE					
PREVIOUS BILLING PERIOD	32	1455	45	RATE CLASS	AFTER DUE DATE PAY \$ 131.13					
SAME PERIOD LAST YEAR	32	989	30	1	30					



SIGN UP FOR SimpleSaver AND POCKET THE REWARDS! With brief interruptions during electrical demand peaks on your A/C or water heater you receive bill credits! Call 800-305-5493.

IMPORTANT INFORMATION

Due date is for CURRENT month's bill only.
Please allow ample time for delivery before the due date when mailing your payment.
Write account number on your check.
Return the bottom portion of this bill with your payment.

To Report a Power Outage, Call 1-800-372-7612

Visit us at: www.owenelectric.com
To view/pay your bill and see our other services.
ASK ABOUT THESE SERVICES & PRODUCTS:
Automatic Bank / Credit Card Bill Payment
E-Billing (Eliminates Paper Bills)
Lowest Budget Billing
Enrol/Wait Green Power
HomeGuard Surge Protection
Home Energy Analysis
Energy Efficiency Programs

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KEEP THIS STATEMENT FOR YOUR RECORDS

Any account with a previous amount due is subject to disconnection.

ACCOUNT NUMBER	CYCLE	BILL DATE
123456-001	114	09/21/12
SERVICE LOCATION	123456789	
CURRENT BILL DUE	10/11/12	AMOUNT DUE
		\$125.05
AMOUNT AFTER DUE DATE	\$ 131.13	
WINTERCARE DONATION	\$	
TOTAL AMOUNT ENCLOSED	\$	

Check to indicate address change or enroll in auto-payment (see reverse side)



P.O. Box 400
Owenton, Kentucky 40359-0400
A Touchstone Energy Cooperative

ADDRESS SERVICE REQUESTED

Check to indicate address change or enroll in auto-payment (see reverse side)

JOHN DOE
123 MAPLE STREET
OWENTON KY 40359-9025

Voluntary donations to WinterCare will help less fortunate families and others in our area stay warm.

OWEN ELECTRIC COOPERATIVE INC.
P.O. BOX 6148
FLORENCE, KY 41022-6148

00087014001 00000012505 00000013113 0

DATE OF ISSUE September 24, 2012
Month / Date / Year

DATE EFFECTIVE September 24, 2012
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
9/24/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.1

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 84

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

ARTICLE I - OVERVIEW

APPLICABLE

To all territory served.

AVAILABLE

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative’s Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative as of the date this tariff becomes effective are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative’s Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

REGULATION

This Schedule includes the Cooperative’s rates, terms, and conditions governing attachments to Cooperative’s Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the “Pole Attachment Regulation”) and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

APPENDICES

This Schedule includes the following appendices:

- APPENDIX A – *Application/Request to Attach (template)*
- APPENDIX B – *Specifications for Attachments*
- APPENDIX C – *Bill of Sale (template)*
- APPENDIX D – *Performance Bond*
- APPENDIX E – *Fees and Charges*

DATE OF ISSUE January 26, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE Service rendered on and after December 28, 2022
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(N)

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.2

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

ARTICLE II – EXPLANATION OF TERMS

(N)

For the purpose of this Schedule, the following terms shall have the following meanings:

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor appropriately qualified by the Cooperative to provide self-help surveys or Make Ready services.
- C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.
- D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative’s Pole.
- E. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.
- F. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.
- G. **Complex Make-ready** means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities.
- H. **Cost in Place** is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.
- I. **High Volume Orders** are requests which seek to attach to no more than one and five-tenths percent (1.5%) of Cooperative’s Poles in Kentucky or to no more than 1,000 Poles, whichever is less, and are not Lesser Volume Orders. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- J. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.3

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

- K. **Lesser Volume Orders** are requests which seek to attach to no more than five-tenths percent (0.5%) of Cooperative’s poles in Kentucky or to no more than 300 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- M. **Make-ready Costs** are all costs necessary for Cooperative to prepare its Poles for Licensee’s Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.
- N. **Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative’s Poles consistent with law and this Schedule.
- O. **Overlashing** means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.
- P. **Permit** means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.
- Q. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).

(N)

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ISSUED BY *Michael G. ...*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

**EFFECTIVE
12/28/2022**

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.4

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

- R. **Rearrange or Rearrangement** is the moving of Attachments from one position to another on a Pole. (N)
- S. **Service Drop** means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.
- T. **Simple Make-ready** is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.
- U. **Space** is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).
- V. **Standard Pole** is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.
- W. **Supply Space** is the following described space:
 1. For Cooperative, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Cooperative upon request.
 2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest communication attachment.

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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.5 _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

- 3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.
- X. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- Y. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

(N)

ARTICLE III – ATTACHMENTS TO POLES

- A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee’s use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof (“**NESC**”), the National Electrical Code (“**NEC**”), the Occupational Safety and Health Act (“**OSHA**”) and Rural Utilities Service (“**RUS**”); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.
- B. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B (“**Amendment**”) shall apply prospectively only, except to the extent required by federal, state, or

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TITLE _____ President & CEO _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ 2022-00106 _____ DATED _____ December 28, 2022 _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.6

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.

- C. Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.
- D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee’s actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee’s discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
- E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

(N)

ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES

- A. **APPLICATION.** Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing through the Cooperative’s specified electronic pole attachment tracking tool of the complete information required under APPENDIX A (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative’s

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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

**EFFECTIVE
12/28/2022**

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

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.7 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative. (N)

1. No application or payment is required for Service Drops on any Pole where Communication Space is being utilized that has already been approved for use by the Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party’s operations, and such use complies with the terms of this Schedule.
3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than five-tenths percent (0.5%) of Cooperative’s Poles in Kentucky (or to more than 300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than sixty (60) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative through the Cooperative’s specified electronic pole attachment tracking tool describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready (“OTMR”) process described in Section C, below. An applicant shall elect the OTMR process in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.

B. PROCEDURE

1. Review for Completeness.
 - i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
12/28/2022**

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.8

CANCELLING PSC KY NO. _____

SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

- may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another. (N)
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative’s receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.
2. Surveys.
- i. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s).
 - ii. Except as otherwise provided herein, the following timeframes apply:
 - a. With respect to Lesser Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.
 - b. With respect to High Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within sixty (60) days of receipt of a complete Application.
 - c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative’s poles in Kentucky.
 - iii. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.
 - iv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative’s survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.

DATE OF ISSUE January 26, 2023

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ISSUED BY *Mark Call*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.9

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

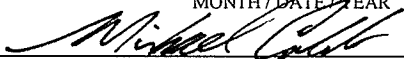
Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

3. Make-Ready Estimates (N)
- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready (“**Make-ready Estimate**”). Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
 - ii. Cooperative’s Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.
4. Make-ready
- i. Within seven (7) days (or sooner, if practical) of Cooperative’s receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
 - a. For Make-ready in the Communications Space, the notice will be communicated through the Cooperative’s specified electronic pole attachment tracking tool and:
 - i. State where and what Make-ready will be performed;
 - ii. State a date for completion of Make-ready (which date will be no more than thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days after the notification is sent in the case of High Volume Orders); or the negotiated completion date for an order which exceeds 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative’s poles in Kentucky);
 - iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;

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SIGNATURE OF OFFICER

TITLE President & CEO

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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12/28/2022**
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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.10

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

- iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
- v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- b. For Make-ready above the Communications Space, the notice will be communicated through the Cooperative’s specified electronic pole attachment tracking tool and:
 - i. State where and what Make-ready will be performed;
 - ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders or the negotiated completion date for an order which exceeds 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative’s poles in Kentucky);
 - iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
 - iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
 - v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
 - vi. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers’ contact information and address where the Cooperative sent the notices via the Cooperative’s specified electronic pole attachment tracking tool.

(N)

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ISSUED BY *Michael Cole*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.11 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

- The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
- iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).
5. Final Invoice
- i. Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:
 - a. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
 - b. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.
 - ii. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee’s Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.
 - iii. Licensee shall notify Cooperative using the Cooperative’s specified electronic pole attachment tracking tool within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall

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FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.12 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee’s obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative’s rights and remedies with respect to enforcement of Licensee’s obligations beyond initial attachment.

(N)

6. Deviations from Make-Ready Timeline

- i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Cooperative shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.

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TITLE _____ President & CEO _____

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IN CASE NO. 2022-00106 _____ DATED December 28, 2022 _____

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Executive Director



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PSC KY NO. 6

Original SHEET NO. 84.13

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders; or the negotiated completion date for Orders which exceeds 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative’s poles in Kentucky). No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

(N)

7. Self-Help Remedy

- i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection. The applicant shall notify Cooperative using the Cooperative’s specified electronic pole attachment tracking tool of its intent to utilize self-help remedy.
- ii. Cooperative and any Outside Party may be present for any work conducted as part of the self-help remedy.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.
- iv. Self-help shall not be available for pole replacements. Only Cooperative or its designee may conduct pole replacements.

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TITLE President & CEO

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**Linda C. Bridwell
Executive Director**



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FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.14 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

C. PROCEDURE (OTMR)

1. Review for Completeness.

- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative’s receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Surveys.

- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use an Approved Contractor to conduct any survey pursuant to the OTMR process.
- ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.

3. Application Review on Merits

- i. Cooperative will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.
 - a. During the applicable timeframe for review following Cooperative’s receipt of a complete Application, Cooperative or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in

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Original _____ SHEET NO. _____ 84.15 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process.

- ii. If Cooperative denies an Application on its merits, then Cooperative’s decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
4. Make-ready.
- i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready using the Cooperative’s specified electronic pole attachment tracking tool, the applicant may proceed with Make-ready. An applicant shall use an Approved Contractor to perform the Make-ready.
 - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
 - iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
 - iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.

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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.16

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

5. Post Make-ready Timeline

- i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process using the Cooperative’s specified electronic pole attachment tracking tool.
- ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee’s obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative’s rights and remedies with respect to enforcement of those obligations beyond initial attachment.

D. **OVERLASHING.**

- 1. Any person or entity seeking to overlash existing facilities attached to Cooperative’s Poles shall provide advance notice to the Cooperative using the Cooperative’s specified electronic pole attachment tracking tool describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.17

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
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SCHEDULE PA – POLE ATTACHMENTS

2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party’s view, a modification is unnecessary and Cooperative agrees.
3. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity. Nothing herein shall limit or impact Licensee’s obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative’s rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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Original SHEET NO. 84.18

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

ARTICLE V – RIGHT OF WAY FOR LICENSEE’S ATTACHMENTS

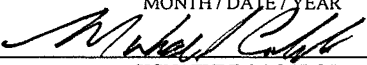
(N)

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee’s Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Cooperative’s Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative from any and all claims, damages, or other losses arising out of Licensee’s failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Cooperative’s Poles, Cooperative is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative’s Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative’s distribution system shall be performed by Cooperative as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee’s Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Cooperative’s permission prior to conducting any such clearing activity near Cooperative’s Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee’s cable and/or facilities are creating undue strain on the facilities of Cooperative or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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KENTUCKY
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Linda C. Bridwell
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_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. (N)

- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.
- C. CONTRACTORS (COMPLEX). Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative’s list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:
 - i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
 - ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
 - iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
 - iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
 - v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.
- D. CONTRACTORS (SIMPLE). Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.
 - i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then

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CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

the Licensee may choose its own qualified contractor. The applicant’s chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation. (N)

- 1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative’s list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor’s failure to meet any of the minimum qualifications established above or to meet Cooperative’s publicly available and commercially reasonable safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

- E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative is an intended third party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS

- A. ACTUAL INVENTORY. The Cooperative reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity’s total attachments on Poles, as determined by the Actual Inventory. For the

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PSC KY NO. 6
Original SHEET NO. 84.21
CANCELLING PSC KY NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles. (N)

- B. RESERVED.
- C. LICENSEE-SPECIFIC INSPECTION. If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.
- D. CORRECTIONS. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.22

CANCELLING PSC KY NO. _____

SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee’s facilities which may result to any facilities or property, except to the extent of Cooperative’s gross negligence or misconduct. Failure by Cooperative to inspect Licensee’s conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

- E. PENALTIES. Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D – CORRECTIONS, and an additional one hundred dollars (\$100) per pole every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction. The foregoing notwithstanding, in no event may Cooperative impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Cooperative.
- F. SAFETY VIOLATIONS. For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

(N)

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ISSUED BY *Michael Bell*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

**EFFECTIVE
12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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PSC KY NO. 6

Original SHEET NO. 84.23

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

ARTICLE VIII – DIVISION OF COSTS

(N)

A. DIVISION OF COSTS FOR POLES

- i. Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement by the Cooperative consistent with the Pole Attachment Regulation.
- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Cooperative will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed by the Cooperative.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative’s real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility’s and Licensee’s use in anticipation of Cooperative’s future requirements or additions, the additional space provided by the Electric Utility shall be reserved for Cooperative’s sole use. Licensee may request documentation to validate the need for future space.
- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

B. DIVISION OF COSTS FOR VIOLATIONS

- i. If any Attachment is found to be in violation of the terms of this Schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.

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SIGNATURE OF OFFICER

TITLE President & CEO

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PSC KY NO. 6

Original SHEET NO. 84.24

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

- ii. If any of Licensee’s Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative’s sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.
- iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee’s facilities which may result, except to the extent of Cooperative’s gross negligence or misconduct on any third-party’s facilities or property.
- iv. Alternatively, Cooperative may impose a penalty in the amount of one hundred dollars (\$100) per pole for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VIII SECTION B – paragraph ii, and an additional one hundred dollars (\$100) per pole every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction.
- v. Failure by Cooperative to inspect Licensee’s conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.
- vi. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Joint Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.

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PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.25 _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

- vii. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.
- viii. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- ix. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

(N)

ARTICLE IX – UNAUTHORIZED ATTACHMENTS

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification using the Cooperative's specified electronic pole attachment tracking tool within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data and per pole Survey fee for each Unauthorized Attachment. If, upon review of Appendix A:
 - i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time per pole fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
 - ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time per pole fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment
- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such

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_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

removal and shall indemnify and hold the Cooperative harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Cooperative’s Specifications. (N)

ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS

- A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Cooperative may:
 - a. Transfer the attachment(s) at Licensee’s expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative’s gross negligence or willful misconduct); and/or
 - b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative up to the depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C – BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.
 - c. Impose a penalty after ninety (90) days of the requested transfer date in the amount of one hundred dollars (\$100) per pole for any transfer not completed in accordance with the timelines listed in ARTICLE X SECTION A, and an additional one hundred dollars (\$100) per pole every ninetieth (90th) day thereafter until Licensee completes the transfer. It shall be the responsibility of the last Licensee to complete the transfer from the replaced pole to remove the pole.

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Owen Electric Cooperative, Inc.
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SCHEDULE PA – POLE ATTACHMENTS

- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee’s attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.
- C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

(N)

ARTICLE XI – ADJUSTMENT PAYMENTS

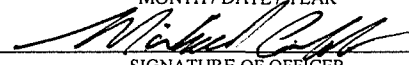
- A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.
- B. For a year for which there is an Actual Inventory, the following adjustment shall be made:
 1. The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed, whenever conducted, shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.
 2. If the adjustment payment so calculated pursuant to this section is greater than the payment that was actually made for that billing period, the difference shall constitute an additional amount owed by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by Cooperative or a credit to the Licensee.

ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.
- B. No use, however extended, of Cooperative’s Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Cooperative may maintain its Pole and facilities as it sees fit in light of its own service

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Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

requirements, and Licensee’s rights in Cooperative’s facilities shall be and remain a mere Permit (N)
for as long as authorized under the terms and conditions of this Schedule.

ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIV - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES

- A. Licensee shall establish and maintain a designated contact person(s) (“**Designated Contact Person(s)**”) for ordinary maintenance requests, relocation requests, and notices from Cooperative who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative’s inquiries or issues.
- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this Schedule shall be in writing and shall be delivered via the Cooperative’s specified electronic pole attachment tracking tool, or by personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, or electronic mail. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule (electronic pole attachment tracking tool), including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or

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_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

maintenance work. Notices sent through Cooperative’s system or platform shall be satisfactory notice under this Schedule. (N)

ARTICLE XVI - REMEDIES

A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative of such removal using the Cooperative’s specified electronic pole attachment tracking tool. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee’s rights under this Schedule (including access to Cooperative’s poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative’s Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative’s Pole(s), Cooperative shall have the right (but not the obligation) to remove the Licensee’s Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

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_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

ARTICLE XVII - REPRESENTATIONS AND WARRANTIES

- A. In order to obtain service under this Schedule, Licensee shall: (i) be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (ii) enjoy full authority to enter into and perform its obligations pursuant to this Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this Schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.
- B. Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee’s affixation of Attachments to Cooperative’s Poles as authorized herein. Licensee shall comply with the Cooperative’s practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee’s Attachments, and Licensee shall take all steps necessary to avoid any interference with Cooperative’s safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.
- C. **THERE ARE NO WARRANTIES UNDER THIS SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE’S POLES AND RELATED PROPERTY AND FACILITIES.**

(N)

ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY

- A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively “**Indemnified Persons**”) from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and

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Original _____ SHEET NO. _____ 84.31 _____

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CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("Losses") relating to or arising out of Licensee's activities under this Schedule, its presence on or near Cooperative's property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

- B. The obligations of this Article shall survive the conclusion of the parties' relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative's request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Cooperative's poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Cooperative or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Cooperative or its agents.

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

12/28/2022

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

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.32 _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

- E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Cooperative’s gross negligence or misconduct) related to the construction, operation and maintenance of Licensee’s Attachments on or about Cooperative’s poles.
- F. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).**

(N)

ARTICLE XIX – CONSTRUCTION

The headings in this Schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

ARTICLE XX – ASSIGNMENT OF RIGHTS

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

ARTICLE XXI – INSURANCE

- A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.

DATE OF ISSUE January 26, 2023
MONTH / DATE / YEAR

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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.33

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
5. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.
6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond

(N)

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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.34

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose. (N)

- B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.
- C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.
- D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Cooperative's or Licensee's exposure to risk.
- E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

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FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.35

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

- F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative’s satisfaction, the Licensee’s financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee’s insurance requirements to Cooperative’s satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.
- G. Additional Insurance. Cooperative shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.

ARTICLE XXII – FORCE MAJEURE

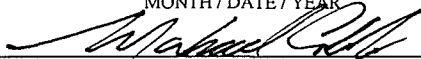
Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this Schedule.

ARTICLE XXIII - SEVERABILITY

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this Schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Schedule.

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FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.36 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

APPENDIX A – APPLICATION / REQUEST TO ATTACH (Template)
Electronic version supplied to Licensee by Cooperative

(N)

APPENDIX A - REQUEST TO ATTACH/MODIFY ATTACHMENTS TO POLES

Licensee Job # _____ (to be completed by Licensee)
Cooperative Work Order # _____ (to be completed by Cooperative)

SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date		Estimated Construction Dates	Overlashed	
Name			Modified	
Title		Fees Submitted:	Start	
Phone			Survey	\$
Email		Signature:	Other	
Signature:				
One Touch Make-Ready? (Yes or No)		If yes, please attach section 3 (OTMR addendum)		
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

Checklist of Attached Documents (Containing Licensee Job #):

- Appendix A- OTMR Addendum selected contractors (if applicable)
- Detailed construction plans, drawings, and maps consistent with Appendix B
- Cable specifications, including diameter, ruling span, and tension
- Pole Loading Analysis
- Spreadsheet, containing the following:
 - Poles that we wish to use (pole number, Lat, Long)
 - Point of attachment (proposed height) on each pole
 - Number and type of attachments to be placed on each pole (including anchor type and distance from poles)
 - Relocations or replacements of poles
 - Rearrangements of fixtures and equipment necessary
 - Additional poles required

The included information represents our proposed facilities. Any changes will be submitted to Cooperative for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Cooperative)

Response Date		Utility Make Ready Construction Required?	
Name		Total Estimated Cost to Licensee	
Title		(Detailed invoice to be provided)	
Phone		Permit #	
Email			
Request	Approve	If denied, reason	
Response	Deny	for denial:	
Signature:			

Owner hereby grants license to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.

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PSC KY NO. 6

Original SHEET NO. 84.37

CANCELLING PSC KY NO. _____

SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

APPENDIX A - REQUEST TO ATTACH - OTMR Addendum

To be submitted along with sections 1 and 2 of the Request to Attach

Licensee Job # _____ (to be completed by Licensee)

Cooperative Work Order # _____ (to be completed by Cooperative)

SECTION 3 - OTMR Contractor Information (to be completed by Licensee)

OTMR Survey Contractor		OTMR Make Ready Contractor	
Company		Same as survey contractor	
Survey Date		Company	
Point of Contact Name		Point of Contact Name	
Title		Title	
Phone		Phone	
Email		Email	

Existing Attacher Information

Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.

Attacher	Point of Contact	Phone or Email

OTMR Transfer Work Information

Field Supervisor		Additional Comments:
Title		
Phone		
Email		
Estimated Crew Size		

By submitting this application, I fully and completely understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.


Signature: _____ Date: _____

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(N)

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.38

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS

(N)

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with ARTICLE III.
- B. Clearances
 - 1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC").
 - 2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.
 - 3. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.
 - a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).
 - 4. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.
 - 5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.
 - 6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater.

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PSC KY NO. 6

Original SHEET NO. 84.39

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

- C. Anchors and Guys (N)
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
 2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
 3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the Cooperative's specific prior written consent.
 4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
 5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
- D. Certification of Licensee's Design
1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements.
 2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.
- E. Miscellaneous Requirements
1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.

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ISSUED BY *Michael Cobb*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

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PSC KY NO. 6

Original SHEET NO. 84.40

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____


SCHEDULE PA – POLE ATTACHMENTS

2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.
5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.
6. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.
7. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

(N)

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Linda C. Bridwell
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12/28/2022
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FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.41 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

APPENDIX C – BILL OF SALE (template)

Actual Bill of Sale will be provided by Cooperative

BILL OF SALE

(N)

Agreement made this _____ day of _____, 20____, by and between, a company/corporation with a principal office in _____, hereinafter called Buyer, and _____, a company/corporation, with a principal office in _____, authorized to do and doing business in _____, hereinafter called Seller.

For and in consideration of the sum of \$ _____ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in _____ County, _____, (State): _____.

Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE COMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH

DATE OF ISSUE _____ January 26, 2023 _____

MONTH / DATE / YEAR

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ISSUED BY _____

SIGNATURE OF OFFICER

TITLE _____ President & CEO _____

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Executive Director



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PSC KY NO. 6

Original SHEET NO. 84.42

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

SCHEDULE PA – POLE ATTACHMENTS

ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES. (N)

4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the Communication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE COMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

DATE OF ISSUE January 26, 2023

MONTH / DATE / YEAR

DATE EFFECTIVE Service rendered on and after December 28, 2022

MONTH / DATE / YEAR

ISSUED BY [Signature]

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ 84.43 _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

(N)

APPENDIX D – PERFORMANCE BONDS

A performance bond in the amount of \$10,000 or \$80 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public. The bond will be reviewed annually and adjusted as necessary based on the current number of existing attachments for each attaching entity.

DATE OF ISSUE January 26, 2023

MONTH / DATE / YEAR

DATE EFFECTIVE Service rendered on and after December 28, 2022

MONTH / DATE / YEAR

ISSUED BY 

SIGNATURE OF OFFICER


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

12/28/2022

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 84.44

CANCELLING PSC KY NO. _____

SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

SCHEDULE PA – POLE ATTACHMENTS

APPENDIX E – FEES AND CHARGES

(N)

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within 30 calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is \$30, with a minimum survey charge of \$200, whichever is greater. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee in arrears with respect to amounts owed annually for each of Licensee’s Attachments, at the following rates for each full or partial year:

- Two-party pole attachment \$10.90 per pole
- Three-party pole attachment \$8.36 per pole
- Two –party anchor attachment \$12.94 per attached anchor
- Three-party anchor attachment \$8.54 per attached anchor

DATE OF ISSUE January 26, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE Service rendered on and after December 28, 2022
MONTH / DATE / YEAR

ISSUED BY
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2022-00106 DATED December 28, 2022

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE
12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served

PSC KY NO. 6

2nd Revised SHEET NO. 85 to 92

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 85 to 92

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

(Reserved For Future Use)

DATE OF ISSUE January 26, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE December 28, 2022
MONTH / DATE / YEAR

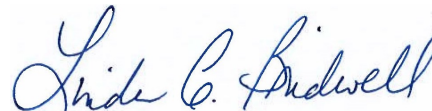
ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

12/28/2022

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

Owen Electric Cooperative, Inc.
CATV Charges
PSC ADMINISTRATIVE CASE NO. 251
(Exhibit A)

TWO-PARTY POLES - ANNUAL COST

Average weighted pole cost - 35'- 40' = \$335.81 - \$12.50 x annual carrying charge @ .2754 x .1224 = \$10.90 per pole.

THREE-PARTY POLE ANNUAL COST

Average weighted pole cost - 40'- 45' = \$412.47 - \$12.50 x annual carrying charge @ .2754 x .0759 = \$8.36 per pole.

The above pole cost calculations did not include a .85 multiplier because no appurtenances were included in imbedded cost.

TWO-PARTY ANCHORS

Embedded cost per anchor X annual carrying charge X usage factors
= 94.005 X 0.2754 X 0.5 = \$12.94

THREE PARTY ANCHORS

Embedded cost per anchor X annual carrying charge X usage factors
= 94.005 X 0.2754 X 0.33 = \$8.54

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 01 1998

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bee
SECRETARY OF THE COMMISSION

Owen Electric Cooperative, Inc.
CATV Charges
PSC ADMINISTRATIVE CASE NO. 251
(Exhibit B)

Fixed Charges (PSC report of 12-31-96)

	<u>Percent</u>
1. Cost of Money:	
ROI on last general rate increase PSC Case No. 8618 filed 9/9/82	11.20
Interest Expenses:	
Line 37, page 13 $\frac{2,333,553}{45,012,850} \times 100 =$ Line 17, page 2	5.18
2. Operations and Maintenance Expense:	
Line 53, page 14 $\frac{3,092,414}{85,822,112} \times 100 =$ Line 2, page 1	3.60
3. Depreciation Expense:	
Line 28, page 13 $\frac{3,532,601}{85,822,112} \times 100 =$ Line 2, page 1	4.12
4. Property Tax Expense:	
Line 2, page 16(Taxes) $\frac{649,109}{85,822,112} \times 100 =$ Line 2, page 1	.76
5. General Administrative Expense:	
Line 35, page 15 $\frac{2,300,939}{85,822,112} \times 100 =$ Line 2, page 1	<u>2.68</u>
Annual Carrying Charges	27.54%

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 01 1998

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 93
CANCELING P.S.C. No. 5
Original SHEET No. 42

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

EMERGENCY ENERGY CURTAILMENT PROGRAM
Ref: PSC Administrative Case No. 353

(N) **PURPOSE:** To provide a plan for reducing the consumption of electric energy on Owen Electric Cooperative, Inc.'s (OEC's) System in the event of an anticipated or unanticipated capacity shortage from OEC's wholesale power supplier, East Kentucky Power Cooperative (EKP).

Priority levels have been established to handle both anticipated and unanticipated capacity shortages. The following levels are ranked from critical to non-essential need and each level will be affected in varying degrees, depending upon the type of emergency, the shortage level, the duration, and the extent of the emergency:

- Level I Essential Health and Service Loads
- Level II Residential Loads
- Level III Commercial/Industrial Loads
- Level IV Non-Essential Loads
- Level V Interruptable Loads
- Level VI Direct Load Control

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 15 1997

PROCEDURE: The Emergency Energy Curtailment Program is divided into two categories:

PURSUANT TO ORDER OF THE
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

- (1) Anticipated and,
- (2) Sudden/Unanticipated
 - A coal shortage at EKP's generation facilities is an example of an anticipated shortage.
 - Sudden loss of EKP's generation or transmission facilities or extreme weather conditions are examples of unanticipated shortages.

OEC will utilize passive and active controls for the Emergency Energy Curtailment Program. OEC's System Control and Data Acquisition System (SCADA) can initiate voltage reduction and load control programs from the system operation center. The OEC mandatory load reduction plan will be initiated upon notification from EKP as the situation warrants. The reduction plan identifies substation and circuit load blocks which will meet the twenty percent load reduction goal in five percent increments. This plan is reviewed annually and is on file in the OEC system operations center.

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 1., 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Issued by authority of an Order of the Public Service Commission of
Kentucky in Case No. 353 Dated January 18, 1996

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 94
CANCELING P.S.C. No. 5
Original SHEET No. 43

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

EMERGENCY ENERGY CURTAILMENT PROGRAM
Ref: PSC Administrative Case No. 353

Page Two

Procedures (Continued)

Owen Electric Cooperative, Inc. has identified essential health and service loads and these load are given special consideration in these procedures, insofar as the situation permits. A listing of these loads is reviewed periodically and is kept on file in the system operations center.

Anticipated Emergency Energy Shortages

Coal shortage procedures are specifically addressed by EKP in PSC Administrative Case No. 231. OEC has specific responsibilities outlined in the EKP tariff for the three levels of coal shortages.

Level 1 No OEC responsibilities

Level 2 OEC notifies its interruptable loads of the situation and its intent to interrupt these loads.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

- OEC initiates voltage reduction
- OEC identifies voluntary load reduction and works with those loads to assist with the situation

AUG 15 1997 Level 3 OEC continues load reduction efforts initiated in Level 2.

PURSUANT TO 807 KAR 5011, SECTION 9(1) - OEC, upon notification from EKP, initiates its mandatory load reduction plan, as needed.

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION Sudden/Unanticipated Energy Shortages

East Kentucky Power will notify Owen Electric Cooperative, Inc. in the event of a sudden, severe electric energy shortage. Owen Electric Cooperative, Inc. will then implement procedures to assist East Kentucky Power in meeting the emergency energy shortage. These procedures will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction.

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997
ISSUED BY Frank K. Downing TITLE President/CEO
Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 353 Dated January 18, 1996

FOR Entire Territory Served
Community, Town or City
P.S.C. No. 6
Original SHEET No. 95
CANCELING P.S.C. No. 5
Original SHEET No. 44
EFFECTIVE

Owen Electric Cooperative, Inc.
Name of Issuing Corporation

RULES AND REGULATIONS AUG 15 1997

EMERGENCY ENERGY CURTAILMENT PROGRAM TO 807 KAR 5.011, SECTION 9(1) Page Three
Ref: PSC Administrative Case No. 353

Procedures (Continued)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Owen Electric Cooperative, Inc., upon notification from East Kentucky Power, in conjunction with East Kentucky's "Emergency Electric Procedures ("EEP"), will take the following steps listed in priority to assist in the energy emergency:

1. Owen Electric Cooperative, Inc. will initiate Direct Load Control.
2. Owen Electric Cooperative, Inc. will notify interruptable loads of the situation and then identify the duration of the projected interruption.
3. Owen Electric Cooperative, Inc. will initiate steps to reduce demand at Owen Electric Cooperative, Inc.'s facilities over the time period during which an electric shortage is anticipated.
4. Owen Electric Cooperative, Inc. will initiate voltage reduction procedures through its SCADA System on an "as needed" basis and dependent upon system limitations.
5. Owen Electric Cooperative, Inc., in conjunction with East Kentucky Power and neighboring utilities, will initiate media appeal for general voluntary load reduction by Owen Electric Cooperative, Inc.'s members. Owen Electric Cooperative, Inc. will inform the members of the situation and request only essential use of electricity.
6. East Kentucky Power, in coordination with other Kentucky electric utilities, will request the Governor to declare a statewide Energy Emergency and notify Owen Electric Cooperative, Inc. of this request.
7. Owen Electric Cooperative, Inc., in coordination with East Kentucky Power, will initiate the mandatory load reduction plan on an "as needed" basis.

These Procedures are reviewed with East Kentucky Power on an "as needed" basis.

DATE OF ISSUE July 15, 1997 DATE EFFECTIVE August 15, 1997

ISSUED BY Frank K. Downing TITLE President/CEO

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 353 Dated January 18, 1996

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
2nd Revised SHEET NO. 96
 CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. 96

Owen Electric Cooperative, Inc.

 (Name of Utility)

RULES AND REGULATIONS

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Owen Electric Cooperative’s service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Owen Electric Cooperative’s single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier’s single hour peak load during the previous year, upon Commission approval, Owen Electric Cooperative’s obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Owen Electric Cooperative with a generating facility that:

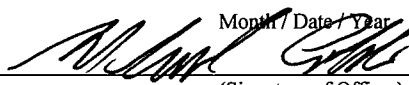
- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than forty-five (45) kilowatts; (T)
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Owen Electric Cooperative’s electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

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

METERING


Owen Electric Cooperative shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the Owen Electric Cooperative’s Commission-approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Owen Electric Cooperative using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Owen Electric Cooperative to the member-generator and from the member-generator to Owen Electric Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

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

DATE OF ISSUE December 11, 2019
 Month / Date / Year
 DATE EFFECTIVE January 1, 2020
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00440 Dated December 9, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
1/1/2020**

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

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 97
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 97

RULES AND REGULATIONS

BILLING AND PAYMENT

For charges collected on the basis of metered registration, Owen Electric Cooperative shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to Owen Electric Cooperative exceed the deliveries of energy in kWh from Owen Electric Cooperative to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Owen Electric Cooperative be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between members or locations.

APPLICATION AND APPROVAL PROCESS

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

Applications will be submitted by the Member and reviewed and processed by Owen Electric Cooperative according to either Level 1 or Level 2 processes defined in this tariff.

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

Members may contact Owen Electric Cooperative to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Owen Electric Cooperative's website.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
 DATE EFFECTIVE April 3, 2009
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**
 By [Signature]
 Executive Director

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 98
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 98

Owen Electric Cooperative, Inc.

 (Name of Utility)

RULES AND REGULATIONS

LEVEL 1 AND LEVEL 2 DEFINITIONS

LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

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

- 1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary Owen Electric Cooperative distribution lines, the generator shall appear as a phase-to-phase connection at the primary Owen Electric Cooperative distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Owen Electric Cooperative distribution lines, the generator shall appear to the primary Owen Electric Cooperative distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Owen Electric Cooperative does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by Owen Electric Cooperative on its own system will be required to accommodate the generating facility.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
 DATE EFFECTIVE April 3, 2009
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**

By [Signature]
 Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 99
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 99

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

If the generating facility does not meet all of the above listed criteria, Owen Electric Cooperative, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Owen Electric Cooperative determines that the generating facility can be safely and reliably connected to Owen Electric Cooperative's system; or 2) deny the Application as submitted under the Level 1 Application.

Owen Electric Cooperative shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, Owen Electric Cooperative shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, Owen Electric Cooperative will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by Owen Electric Cooperative. Owen Electric Cooperative's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Owen Electric Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Owen Electric Cooperative to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Owen Electric Cooperative and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Owen Electric Cooperative expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Owen Electric Cooperative approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Owen Electric Cooperative.

If the Application is denied, Owen Electric Cooperative will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

LEVEL 2

A Level 2 Application is required under any of the following:

- 1) The generating facility is not inverter based;
- 2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 100
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 100

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

Owen Electric Cooperative will approve the Level 2 Application if the generating facility meets Owen Electric Cooperative's technical interconnection requirements, which are based on IEEE 1547.

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

- 1) The Application is approved and Owen Electric Cooperative will provide the Member with an Interconnection Agreement to sign.
- 2) If construction or other changes to Owen Electric Cooperative's distribution system are required, the cost will be the responsibility of the Member. Owen Electric Cooperative will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, Owen Electric Cooperative will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3) The Application is denied. Owen Electric Cooperative will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Owen Electric Cooperative approval. Member may resubmit Application with changes.

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

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

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

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by Owen Electric Cooperative for Level 1 Applications.

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

DATE OF ISSUE April 3, 2009
Month / Date / Year
DATE EFFECTIVE April 3, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 101
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 101

RULES AND REGULATIONS

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Owen Electric Cooperative's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Owen Electric Cooperative shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Owen Electric Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Owen Electric Cooperative's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Owen Electric Cooperative, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Owen Electric Cooperative's rules, regulations, and Service Regulations as contained in Owen Electric Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Owen Electric Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Owen Electric Cooperative for actual costs incurred for all such excess facilities prior to construction.

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

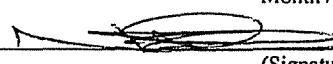
FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 102
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 102

Owen Electric Cooperative, Inc.


 (Name of Utility)

RULES AND REGULATIONS

- 5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Owen Electric Cooperative's electric system. At all times when the generating facility is being operated in parallel with Owen Electric Cooperative's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Owen Electric Cooperative to any of its other members or to any electric system interconnected with Owen Electric Cooperative's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Owen Electric Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Owen Electric 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 Owen Electric Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Owen Electric Cooperative.
- 7) After initial installation, Owen Electric Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Owen Electric Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Owen Electric Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Owen Electric Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Owen Electric Cooperative personnel at all times. Owen Electric Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Owen Electric Cooperative's safety and operating protocols.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
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 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**

By 
 Executive Director

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 103
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 103

RULES AND REGULATIONS

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

The liability of Owen Electric Cooperative to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.
- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Owen Electric Cooperative with proof of such insurance at the time that application is made for net metering.

DATE OF ISSUE April 3, 2009
Month / Date / Year
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Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 104
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 104

Owen Electric Cooperative, Inc.

 (Name of Utility)

RULES AND REGULATIONS

- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Owen Electric Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Owen Electric Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Owen Electric 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, Owen Electric Cooperative will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Owen Electric Cooperative at least sixty (60) days' written notice; (b) Owen Electric Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Owen Electric Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Owen Electric Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
 DATE EFFECTIVE April 3, 2009
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**

By [Signature]
 Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 105
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 105

Owen Electric Cooperative, Inc.
(Name of Utility)

RULES AND REGULATIONS

LEVEL 1

Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

Submit this Application to: OWEN ELECTRIC COOPERATIVE, INC., PO BOX 400, OWENTON, KY 40359

If you have questions regarding this Application or its status, contact the Cooperative at:

Phone No.: 800-372-7612 or 502-484-3471 E-mail: owenbill@owenelectric.com

Member Name: _____ Account Number: _____

Member Address: _____

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

Project Contact Person: _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Energy Source: Solar Wind Hydro Biogas Biomass

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

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

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

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

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

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

Expected Start-up Date: _____

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 106
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 106

RULES AND REGULATIONS

TERMS AND CONDITIONS:

- 1) Owen Electric Cooperative shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Owen Electric Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Owen Electric Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Owen Electric Cooperative, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Owen Electric Cooperative's rules, regulations, and Service Regulations as contained in Owen Electric Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Owen Electric Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Owen Electric Cooperative for actual costs incurred for all such excess facilities prior to construction.
- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Owen Electric Cooperative's electric system. At all times when the generating facility is being operated in parallel with Owen Electric Cooperative's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Owen Electric Cooperative to any of its other members or to any electric system interconnected with Owen Electric Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Owen Electric Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
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ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
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 SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 107
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 107

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Owen Electric 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 Owen Electric Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Owen Electric Cooperative.
- 7) After initial installation, Owen Electric Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Owen Electric Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Owen Electric Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Owen Electric Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Owen Electric Cooperative personnel at all times. Owen Electric Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Owen Electric Cooperative's safety and operating protocols.
- 9) Owen Electric Cooperative shall have the right and authority at Owen Electric Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Owen Electric Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Owen Electric Cooperative's electric system may create or contribute to a system emergency on either Owen Electric Cooperative's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Owen Electric Cooperative's electric system; or (c) the generating facility interferes with the operation of Owen Electric Cooperative's electric system. In non-emergency situations, Owen Electric 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 Owen Electric Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, Owen Electric Cooperative may isolate the Member's entire facility.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
 DATE EFFECTIVE April 3, 2009
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**

By [Signature]
 Executive Director

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 108
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 108

RULES AND REGULATIONS

- 10) The Member shall agree that, without the prior written permission from Owen Electric Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Owen Electric Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Owen Electric Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of Owen Electric Cooperative or its employees, agents, representatives, or contractors.

 The liability of Owen Electric Cooperative to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.
- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Owen Electric Cooperative with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Owen Electric Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Owen Electric Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Owen Electric 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, Owen Electric Cooperative will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
 DATE EFFECTIVE April 3, 2009
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**
 By [Signature]
 Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 109
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 109

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Owen Electric Cooperative at least sixty (60) days' written notice; (b) Owen Electric Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Owen Electric Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Owen Electric Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

DATE OF ISSUE April 3, 2009
Month / Date / Year
DATE EFFECTIVE April 3, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 110
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 110

Owen Electric Cooperative, Inc.
(Name of Utility)

RULES AND REGULATIONS

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Owen Electric Cooperative's Net Metering Tariff.

Member Signature _____ Date _____

Title _____

COOPERATIVE APPROVAL SECTION

When signed below by a Cooperative representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

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

Call _____ to schedule an inspection and witness test.

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

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

Additions, Changes, or Clarifications to Application Information:

None As specified here: _____

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By [Signature]
Executive Director

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
2nd Revised SHEET NO. 111
CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. 111

RULES AND REGULATIONS

LEVEL 2

Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application along with an application fee of \$100 to:

OWEN ELECTRIC COOPERATIVE, INC., PO BOX 400, OWENTON, KY 40359

If you have questions regarding this Application or its status, contact the Cooperative at:

Phone: 800-372-7612 or 502-484-3471 E-Mail: owenbill@owenelectric.com (T)

Member Name: _____ Account Number: _____

Member Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Total Generating Capacity of Generating Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Hydro Biogas Biomass

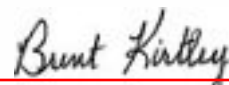
DATE OF ISSUE March 31, 2015
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 4/3/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 112
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 112

RULES AND REGULATIONS

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

1. Single-line diagram of the member's system showing all electrical equipment from the generator to the point of interconnection with the Cooperative's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: _____ Date: _____

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 113
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 113

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

LEVEL 2
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this ____ day of _____, 20 ____, by and between _____ (Cooperative), and _____ (Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____
Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

Cooperative agrees to allow the Member to interconnect and operate the Generating Facility in parallel with the Cooperative's electric system and the Member agrees to abide by Cooperative's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

TERMS AND CONDITIONS:

- 1) Owen Electric Cooperative shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Owen Electric Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Owen Electric Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Owen Electric Cooperative, the Member shall demonstrate generating facility compliance.

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 114
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 114

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Owen Electric Cooperative's rules, regulations, and Service Regulations as contained in Owen Electric Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, the Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Owen Electric Cooperative's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Owen Electric Cooperative for actual costs incurred for all such excess facilities prior to construction.
- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Owen Electric Cooperative's electric system. At all times when the generating facility is being operated in parallel with Owen Electric Cooperative's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Owen Electric Cooperative to any of its other members or to any electric system interconnected with Owen Electric Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Owen Electric Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Owen Electric 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 Owen Electric Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Owen Electric Cooperative.
- 7) After initial installation, Owen Electric Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Owen Electric Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.

DATE OF ISSUE April 3, 2009
Month / Date / Year
DATE EFFECTIVE April 3, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 115
 CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 115

Owen Electric Cooperative, Inc.

 (Name of Utility)

RULES AND REGULATIONS

- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Owen Electric Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Owen Electric Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Owen Electric Cooperative personnel at all times. Owen Electric Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Owen Electric Cooperative's safety and operating protocols.
- 9) Owen Electric Cooperative shall have the right and authority at Owen Electric Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Owen Electric Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Owen Electric Cooperative's electric system may create or contribute to a system emergency on either Owen Electric Cooperative's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Owen Electric Cooperative's electric system; or (c) the generating facility interferes with the operation of Owen Electric Cooperative's electric system. In non-emergency situations, Owen Electric 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 Owen Electric Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, Owen Electric Cooperative may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Owen Electric Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

DATE OF ISSUE April 3, 2009
 Month / Date / Year
 DATE EFFECTIVE April 3, 2009
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 4/3/2009
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)**

By [Signature]
 Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 116
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 116

Owen Electric Cooperative, Inc.
(Name of Utility)

RULES AND REGULATIONS

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

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

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

13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Owen Electric Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

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

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

DATE OF ISSUE April 3, 2009
Month / Date / Year
DATE EFFECTIVE April 3, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 117
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 117

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Owen Electric Cooperative at least sixty (60) days' written notice; (b) Owen Electric Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Owen Electric Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Owen Electric Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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

OWEN ELECTRIC COOPERATIVE

MEMBER

By: _____

By: _____

(Printed Name)

(Printed Name)

Title: _____

Title: _____

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 118
CANCELLING P.S.C. KY. NO. 6
Original SHEET NO. 118

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

Exhibit A

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of Utility facilities is required, Exhibit A will also contain a description and associated cost.

Exhibit A will also specify requirements for a Utility inspection and witness test and when limited operation for testing or full operation may begin.

DATE OF ISSUE April 3, 2009
Month / Date / Year
DATE EFFECTIVE April 3, 2009
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
SHEET NO. 119
CANCELLING P.S.C. KY. NO. 6
SHEET NO. 119

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

C

SHEET RESERVED FOR FUTURE USE

DATE OF ISSUE _____
Month / Date / Year
DATE EFFECTIVE _____
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ Dated _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
SHEET NO. 120
CANCELLING P.S.C. KY. NO. 6
SHEET NO. 120

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

C

SHEET RESERVED FOR FUTURE USE

DATE OF ISSUE _____
Month / Date / Year

DATE EFFECTIVE _____

Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ Dated _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
SHEET NO. 121
CANCELLING P.S.C. KY. NO. 6
SHEET NO. 121

Owen Electric Cooperative, Inc.

(Name of Utility)

RULES AND REGULATIONS

C

SHEET RESERVED FOR FUTURE USE

DATE OF ISSUE _____
Month / Date / Year
DATE EFFECTIVE _____
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ Dated _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
4th Revised SHEET NO. 122
 CANCELLING P.S.C. KY. NO. 6
3rd Revised SHEET NO. 122

Owen Electric Cooperative, Inc.

 (Name of Utility)

DSM

Touchstone Energy Home Program

Purpose

In an effort to improve new residential home energy performance, Owen Electric Cooperative has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is $\geq 25-30\%$ 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 territory served by Owen Electric Cooperative.

Eligibility

To qualify as a Touchstone Energy Home under Owen Electric’s program, the participating single-family home must be located in the service territory of Owen Electric Cooperative and must meet the program guidelines following one of the two available paths of approval. Multi-family dwellings pre-approved by East Kentucky Power Cooperative, Inc. may be eligible.


Prescriptive Path:

- Home must meet each efficiency value as prescribed by Owen Electric.
- Home must receive pre-drywall inspection and complete Owen Electric’s pre-drywall checklist (contact the Energy Advisor at Owen Electric for a copy of the 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® specification for Seasonal Energy Efficiency Ratio “SEER” and Heating Season 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”.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
 DATE EFFECTIVE Service rendered on and after March 2, 2019
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
3/2/2019**

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
2nd Revised SHEET NO. **122B**
 CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. **122B**

Owen Electric Cooperative, Inc.
 (Name of Utility)

DSM (continued)

Touchstone Energy Home Program

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 Owen Electric's pre-drywall checklist. (Contact the Energy Advisor at Owen Electric for a copy of the 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 standard established by the Federal DOE or Geothermal.
- Home must pass current energy code requirements established in the KY Residential Code.
- Water Heater must be an electric storage tank water heater that is \geq current Energy and Water conservation standard established by the Federal DOE.


Incentive

Owen Electric Cooperative will provide an incentive of \$750 to residential members that build their new home to meet the requirements of either the Prescriptive or Performance Paths as listed above.

Term

This program is an ongoing program.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
 DATE EFFECTIVE Service rendered on and after March 2, 2019
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

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

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
2nd Revised SHEET NO. 123
 CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. 123

Reserved For Future Use

(D) (T)

DATE OF ISSUE December 29, 2023
Month / Date / Year

DATE EFFECTIVE Service rendered on or after February 1, 2024

ISSUED BY 
Month / Date / Year
(Signature of Officer)

TITLE President & CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
6th Revised SHEET NO. 124A
 CANCELLING P.S.C. KY NO. 6
5th Revised SHEET NO. 124A

Owen Electric Cooperative, Inc.
 (Name of Utility)

DSM

Direct Load Control Program – Residential

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Owen Electric Cooperative 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 members in the service territory of Owen Electric Cooperative 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 Owen Electric Cooperative, 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 Owen Electric Cooperative, 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. Owen Electric Cooperative may require that a rental property agreement be executed between Owen Electric Cooperative, and the owner of the rented residence.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
 DATE EFFECTIVE Service rendered on and after March 2, 2019
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
6th Revised SHEET NO. **124B**
CANCELLING P.S.C. KY NO. 6
5th Revised SHEET NO. **124B**

Owen Electric Cooperative, Inc.

(Name of Utility)

Page Two of Four

DSM (continued)

Direct Load Control Program - Residential

Program Incentives

Owen Electric Cooperative will provide an incentive to the participants in this program for the following appliances:

Water Heaters. Owen Electric Cooperative will provide the existing participating residential member \$10.00 bill credit annually per water heater. The existing participant will receive this credit regardless of whether the water heater is actually controlled.

Air Conditioners and Heat Pumps. Owen Electric Cooperative 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.

Alternative One: For each direct load control switch, Owen Electric Cooperative will provide the participating residential member \$20 bill credit annually per air conditioner or heat pump.

Alternative Two: When technically feasible, Owen Electric Cooperative 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 Owen Electric Cooperative provided thermostat within 60 days or return it to Owen Electric Cooperative or be invoiced by Owen Electric Cooperative 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. Owen Electric Cooperative will reimburse the participating member \$20 per qualifying Wi-Fi enabled thermostat annually.

Alternative Three: Owen Electric Cooperative will provide the participating residential member \$20.00 bill credit annually per qualifying Wi-Fi enable thermostat provided by the retail member that controls an air conditioner or heat pump. Owen Electric Cooperative 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.

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.


DATE OF ISSUE January 30, 2019
Month / Date / Year

DATE EFFECTIVE Service rendered on and after March 2, 2019
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE Interim CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
6th Revised SHEET NO. **124C**
 CANCELLING P.S.C. KY NO. 6
5th Revised SHEET NO. **124C**

Owen Electric Cooperative, Inc.

 (Name of Utility)

DSM (continued)

Direct Load Control Program – Residential

Program Special Incentives

Owen Electric Cooperative will provide a special incentive up to \$20 for new participants that install a load control switch on qualifying air conditioners and heat pumps, utility supplied Wi-Fi enable 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.

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.

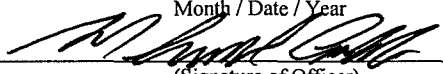
EKPC will cycle the water heaters only during the hours listed below:

<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 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 and heat pumps only during its summer on-peak billing hours listed below and up to four (4) 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.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
 DATE EFFECTIVE Service rendered on or after March 2, 2019
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
 Executive Director



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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
5th Revised SHEET NO. **124D**
 CANCELLING P.S.C. KY NO. 6
4th Revised SHEET NO. **124D**

Owen Electric Cooperative, Inc.

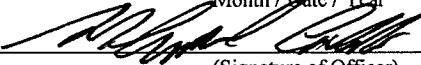
 (Name of Utility)

DSM (continued)

Direct Load Control Program – Residential


Terms and Conditions

1. Prior to the installation of load control devices, Owen Electric Cooperative may inspect the participant’s electrical equipment to insure good repair and working condition, but Owen Electric Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of Owen Electric Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant’s air conditioner or heat pump for Alternative One and Two as noted in this tariff. The participant must allow Owen Electric Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Owen Electric Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at Owen Electric Cooperative’s option, result in discontinuance of credits under this tariff until such time as Owen Electric Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. For air conditioning and heat pump unit participants, the annual \$20 bill credit represents a \$5 credit for each month of the cooling season: June, July, August and September. Members not participating the entire four months of the cooling season will not receive the full \$20 annual credit. They will receive a \$5 credit for each full calendar month of participation.
4. If a participant decides to withdraw from the program or change incentive alternatives, Owen Electric Cooperative will endeavor to implement the change as soon as possible.
5. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of 6 months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative, but may change alternatives later as described in this Tariff.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
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 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
 Executive Director



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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
3rd Revised SHEET NO. 125A
CANCELLING P.S.C. KY NO. 6
2nd Revised SHEET NO. 125A

Owen Electric Cooperative, Inc.
(Name of Utility)

DSM

Direct Load Control Program – Commercial

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Owen Electric Cooperative 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 members in the service territory of Owen Electric Cooperative and will include the control of air conditioners and existing water heaters.

Availability may be denied where; in the judgment of Owen Electric Cooperative, 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 Owen Electric Cooperative and have a central air conditioning unit 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. Owen Electric Cooperative may require that a rental property agreement be executed between Owen Electric Cooperative and the owner of the rented commercial property.


Program Incentives

Owen Electric Cooperative 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 unit. Units up to and including five (5) tons will receive \$20.00 per unit. Units over five (5) tons will receive an additional annual credit of \$4.00 per ton per unit. Owen Electric Cooperative will credit the commercial-member power bill of the participant annually at the applicable incentive credit. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.

Water Heaters: Owen Electric Cooperative will provide the existing participating commercial-member \$10.00 per water heater annually. The participant will receive this credit regardless of whether the water heater is actually controlled.

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on or after March 2, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE Interim CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
3rd Revised SHEET NO. **125B**
 CANCELLING P.S.C. KY NO. 6
2nd Revised SHEET NO. **125B**

Owen Electric Cooperative, Inc.

 (Name of Utility)

DSM (continued)

Direct Load Control Program - Commercial

Time Period for Direct Load Control Program

Air Conditioners and Heat Pumps: A load control device will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. The member must have internet for communication. Utility or member supplied Wi-Fi enabled thermostat programs may also be available. Communication to the load control device or thermostat 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 and up to four (4) 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.

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.


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.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
 DATE EFFECTIVE Service rendered on or after March 2, 2019
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
 Executive Director



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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
3rd Revised SHEET NO. 125C
 CANCELLING P.S.C. KY NO. 6
2nd Revised SHEET NO. 125C

Owen Electric Cooperative, Inc.

 (Name of Utility)

DSM (continued)

Direct Load Control Program - Commercial


Terms and Conditions

1. Prior to the installation of load control devices, Owen Electric Cooperative may inspect the participant's electrical equipment to insure good repair and working condition, but Owen Electric Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of Owen Electric Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump. The participant must allow Owen Electric Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Owen Electric Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Owen Electric Cooperative's option, result in discontinuance of credits under this tariff until such time as Owen Electric Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. For air condition and heat pump unit participants, the annual \$20 bill credit represents a \$5 credit for each month of the cooling season: June, July, August, and September. Members not participating during the entire four months of the cooling season will not receive the full \$20 annual credit. They will receive a \$5 credit for each full calendar month of participation.
4. If a participant decides to withdraw from the program, Owen Electric Cooperative will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not to rejoin the program for a period of six (6) months.

DATE OF ISSUE January 30, 2019
 Month / Date / Year
 DATE EFFECTIVE Service rendered on or after March 2, 2019
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE Interim CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2019-00060 DATED November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
 Executive Director



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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
4th Revised SHEET NO. 126A
 CANCELLING P.S.C. KY NO. 6
3rd Revised SHEET NO. 126A

Owen Electric Cooperative, Inc.
 (Name of Utility)

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 of Owen Electric Cooperative may qualify for this incentive by improving attic insulation and reducing the air leakage of their home or by sealing their HVAC duct system.

(T)

Availability

This program is available to residential members/homeowners in all service territory served by Owen Electric Cooperative.

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 the retail members/homeowners. Typical air sealing could include caulking, improved weather stripping, sealing attic accesses, etc. To receive this incentive either an East Kentucky Power Cooperative approved contractor or an Owen Electric Cooperative 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 members. 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.

(T)

- 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 Co-op 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.

DATE OF ISSUE May 26, 2022
 Month / Date / Year
 DATE EFFECTIVE Service rendered on and after June 27, 2022
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President & CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
6/27/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Owen Electric Cooperative, Inc.

(Name of Utility)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 126B
CANCELLING P.S.C. KY NO. 6
SHEET NO. _____

DSM

Button-Up Weatherization Program (Continued)

- 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)
- 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.

Incentives

The air sealing and ceiling insulation portion of the Button Up incentive will pay a total payment of \$40 per thousand Btuh reduced to the retail member up to the maximum rebate incentive of \$750.

The HVAC duct sealing portion of the Button Up program will pay a \$400 incentive to residential members (or their contactor) that meets the eligibility requirements for duct sealing listed above.

Term

The program is an ongoing program.

DATE OF ISSUE May 26, 2022
Month / Date / Year

DATE EFFECTIVE Service rendered on and after June 27, 2022
Month / Date / Year

ISSUED BY *Michael Cobb*
(Signature of Officer)

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
<i>Linda C. Bridwell</i>
EFFECTIVE 6/27/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 127
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 127

Owen Electric Cooperative, Inc.
(Name of Utility)

(D)

(SHEET CANCELLED)

(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on and after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 128A
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 128A


Owen Electric Cooperative, Inc.

(Name of Utility)

(D)

(SHEET CANCELLED)
(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on and after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 128B
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 128B

Owen Electric Cooperative, Inc.
(Name of Utility)

(D)

(SHEET CANCELLED)
(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on and after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
3rd Revised SHEET NO. 129
 CANCELLING P.S.C. KY NO. 6
2nd Revised SHEET NO. 129

Owen Electric Cooperative, Inc.

 (Name of Utility)

DSM

Heat Pump Retrofit Program

Purpose

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

Availability

This program is available to residential members/homeowners in all service territory served by Owen Electric Cooperative.

Eligibility

This program is targeted to members/homeowners 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 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.

Incentive

Residential members/homeowners replacing their existing resistance heat source with a heat pump will qualify for the following incentive based on the equipment type:

Equipment Type

Rebate

Centrally Ducted Systems:

Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	\$500
Current ENERGY STAR [®] level equipment or greater	\$750

Mini Split Systems:

Ducted or Ductless Mini-Splits ENERGY STAR [®] level equipment or greater	\$250
--	-------

Term

The program is an ongoing program.

DATE OF ISSUE January 30, 2019
 Month / Date / Year

DATE EFFECTIVE Service rendered on and after March 2, 2019
 Month / Date / Year

ISSUED BY 
 (Signature of Officer)


TITLE Interim CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
3/2/2019**

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 130
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 130

Owen Electric Cooperative, Inc.

(Name of Utility)


(D)

(SHEET CANCELLED)

(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year

DATE EFFECTIVE Service rendered on or after March 1, 2019
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson
Executive Director**



EFFECTIVE

3/1/2019

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


FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 131A
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 131A

Owen Electric Cooperative, Inc.
(Name of Utility)

(D)

(SHEET CANCELLED)
(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on or after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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


FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 131B
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 131B

Owen Electric Cooperative, Inc.
(Name of Utility)

(D)

(SHEET CANCELLED)
(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on or after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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


FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 131C
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 131C

Owen Electric Cooperative, Inc.
(Name of Utility)

(D)

(SHEET CANCELLED)
(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on or after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
1st Revised SHEET NO. 132
CANCELLING P.S.C. KY NO. 6
Original SHEET NO. 132

Owen Electric Cooperative, Inc.

(Name of Utility)

(D)

(SHEET CANCELLED)
(RESERVED FOR FUTURE USE)

DATE OF ISSUE January 30, 2019
Month / Date / Year
DATE EFFECTIVE Service rendered on or after March 1, 2019
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED February 27, 2019

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 133A
 CANCELLING P.S.C. KY NO. _____
Original SHEET NO. 133A

Owen Electric Cooperative, Inc.

(Name of Utility)

DSM

(T)

Community Assistance Resources for Energy Savings Program

Purpose

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

(T)

Availability

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

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

(T)

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.

(T)

HOMEOWNER QUALIFICATIONS

- A participant must be an end-use member of Owen Electric.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of either the U.S. Department of Energy's ("DOE") Weatherization Assistance Program administered by the local CAA or the AHO. Household income cannot exceed the designated poverty guidelines administered by 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:

(T)

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

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

DATE OF ISSUE May 26, 2022
 Month / Date / Year

DATE EFFECTIVE Service rendered on or after June 27, 2022
 Month / Date / Year

ISSUED BY *Michael Cole*
 (Signature of Officer)

TITLE President & CEO

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
6/27/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
1st Revised SHEET NO. 133B
 CANCELLING P.S.C. KY NO. _____
Original SHEET NO. 133B

Owen Electric Cooperative, Inc.

 (Name of Utility)

DSM – Continued
Community Assistance Resources for Energy Savings Program

Payments

HEAT PUMP ELIGIBLE HOMES

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

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

- **WEATHERIZATION IMPROVEMENTS:**
 Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAA's or AHO's cost (material + labor), up to a maximum of \$1,000:
 - Insulation
 - Air sealing
 - Duct sealing, insulating, and repair
 - Water heater blanket

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 Owen Electric at a rate of 10%.

HEAT PUMP INELIGIBLE HOMES

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

- **WEATHERIZATION IMPROVEMENTS:**
 Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAA's or AHO's cost (material + labor) up to a maximum of \$750:
 - 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 10%.

Term

The program is an ongoing program.

DATE OF ISSUE May 26, 2022
 Month / Date / Year
 DATE EFFECTIVE Service rendered on or after June 27, 2022
 Month / Date / Year
 ISSUED BY 
 (Signature of Officer)
 TITLE President & CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. _____ DATED _____

**KENTUCKY
 PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
 Executive Director



**EFFECTIVE
 6/27/2022**
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. 134A
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.

(Name of Utility)

DSM Pilot

(N)

Residential Electric Vehicle Off-Peak Charging Program

Applicability

In all territories of Owen Electric Cooperative, Inc (“Owen Electric”).

Availability

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

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

Purpose

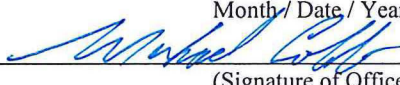
The Residential EV Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow Owen Electric to utilize its system more efficiently, and promote the adoption of EVs.

Eligibility

To qualify for this program, the retail member’s residence must be located in the service territory of Owen Electric and be on their Schedule I – Farm and Home residential rate. The retail member must utilize level 2 EVSE. Eligibility may be denied when the EV or the EVSE is not compatible with or does not function properly with the energy software platform utilized for this program.

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

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

DATE OF ISSUE October 6, 2023
Month / Date / Year
DATE EFFECTIVE December 1, 2023
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

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

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

FOR Entire Territory Served
Community, Town or City
P.S.C. KY. NO. 6
Original SHEET NO. **134B**
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

Owen Electric Cooperative, Inc.

(Name of Utility)

DSM Pilot

(N)

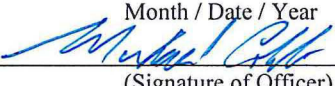
Residential Electric Vehicle Off-Peak Charging Program - (continued)

Program Incentives

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

Terms and Conditions

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

DATE OF ISSUE October 6, 2023
Month / Date / Year
DATE EFFECTIVE December 1, 2023
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TITLE President/CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director

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