

PSC KY No. 9

Cancels PSC KY No. 8

**SHELBY ENERGY COOPERATIVE, INC.**

of

**620 Old Finchville Road  
Shelbyville, Kentucky 40065  
www.shelbyenergy.com**

**RATES, RULES AND REGULATIONS FOR FURNISHING SERVICE**

at

**Counties of:**

Shelby, Henry, Trimble, Carroll, Owen , Franklin,  
Oldham, Jefferson, Spencer and Anderson

**Filed with the PUBLIC SERVICE COMMISSION OF KENTUCKY**

**Issued:** April 26, 2013

**Effective:** October 1, 2013

**Issued By:**

*Debra J. Martin*

Debra J. Martin

**Title:**

President and CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**10/1/2013**

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

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<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> <b>EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original                      SHEET NO. 201

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised                      SHEET NO. 1

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

1. SCOPE

This schedule of Rules and Regulations is hereby made a part of all contracts for electric service received from Shelby Energy 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

- (T) Cooperative is permitted to make an exception to rates and rules. The Rules and Regulations
- (T) are on file at the Cooperative's office and a copy may be obtained from Cooperative
- (T) personnel or from the website at: [www.shelbyenergy.com](http://www.shelbyenergy.com). All Rules and Regulations shall
- (T) be in effect to the extent they do not conflict with Public Service Commission Rules and Regulations.

DATE OF ISSUE April 24, 2013  
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DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> <b>EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 202

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

2. REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval by Shelby Energy 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.

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

3. SERVICE AREA

The Cooperative furnishes electric power supplied in portions of Shelby, Henry, Trimble, Carroll, Oldham, Franklin, Owen, Spencer, Anderson, and Jefferson Counties.

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PSC KY NO. 9

Original SHEET NO. 204

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

4. AVAILABILITY

Available to all members of the Cooperative as specified in the tariff sheets and classifications of service.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 205

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

5. AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

- (T) The Cooperative will not provide service to any member, or potential member, who is
- (T) indebted to the Cooperative for service provided until payment of such indebtedness has been
- (T) made. If an application is received by 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.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 206

CANCELLING PSC KY NO. 8

Original SHEET NO. 2

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

6. EASEMENTS

(T) Each member, together with his/her spouse and all other real estate title owners, shall grant or convey to the Cooperative, without cost, any permanent easements reasonably required by the Cooperative to provide or improve electric service to that member for the installation, maintenance, and operation of the Cooperative's electrical distribution system, both existing and future, with right of ingress and egress for these purposes over the Member's property, provided such electrical distribution system is located on real estate owned, rented, or otherwise controlled by the member. The failure or refusal to convey such easements shall constitute grounds for discontinuing service.

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PSC KY NO. 9

Original SHEET NO. 207

CANCELLING PSC KY NO. 8

Original SHEET NO. 2

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

7. RIGHT OF ACCESS

- (T) Each member shall, at the time of application, provide the Cooperative with all necessary
- (T) electrical permits and shall sign, at no cost to the Cooperative, recordable right-of-way
- (T) easements on the member's property furnished by the Cooperative. No member will receive
- (T) service until all required easements have been provided to the Cooperative. The Cooperative
- (T) shall at all reasonable hours and during emergency and outage situations have access to
- (T) meters, service connections, power lines and other property owned by the Cooperative and
- (T) located on the member's premises for purposes of placing, locating, building, constructing,
- (T) operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending, and
- (T) maintaining on, over, or under such lands and premises, or removing from its electrical
- (T) distribution system, new or existing lines, wires, poles, anchors, and other necessary parts.
  
- (T) Any employee or agent of the Cooperative whose duties require entry onto or into the
- (T) member's premises shall wear a distinguishing uniform, insignia and possess a badge or
- (T) other credentials identifying the person as an employee or agent of the Cooperative. The
- (T) method of identification must be shown to the member upon request.

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PSC KY NO. 9

Original SHEET NO. 208

CANCELLING PSC KY NO. 8

Original SHEET NO. 2

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

8. NO PREJUDICE OF RIGHTS

Failure by the Cooperative to enforce any of the terms of these Rules and Regulations shall not be deemed as a waiver of the right to do so.

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1<sup>st</sup> Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

9. APPLICATION FOR ELECTRIC SERVICE (T)

(T) Application for service may be made in person or by telephone, fax, mail, e-mail or any other method approved by the Cooperative. Each prospective member desiring electric service shall be required, at the time of application for service, to sign the Cooperative's "Application for Membership and Electric Service" ("Application") and, where applicable for large commercial or industrial accounts, sign a contract pertaining to their particular service. The prospective member must provide the Cooperative with all necessary electrical permits and fully executed rights-of-way easements for the applicable property, provide all necessary load information, pay any required deposit, furnish his/her social security number or federal tax identification number, telephone number, permanent mailing address, place of employment, date of birth, name of spouse and e-mail address (if any).

(N) Should a prospective member decline to provide the personal data necessary to process a credit report, the member shall be required to appear in person at an office of the Cooperative and provide two forms of photo-identification such as a US passport, state-issued driver's license or state/federal-issued identification card, signs the Cooperative's Application for Membership and Electric Service and pays a cash deposit. The photo-identifications must be current and not expired.

(N) When service is not requested in person and the personal data is provided to process a credit report, the prospective member will be advised that the Application must be completed, signed and received by the Cooperative within fifteen (15) days, following the connect date of service, in order to avoid interruption of service.

(N) A copy of the Application along with a letter notifying the prospective member of the fifteen (15) day deadline will be mailed to the address provided by the member on the day service was requested. Should the member's executed Application not be received by the Cooperative within the fifteen (15) day period, service shall be terminated.

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FOR All Territory Served

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Original                      SHEET NO. 210

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised                      SHEET NO. 3

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

10. MEMBERSHIP

(T) Only one person or entity may be a member for a service meter, and no member may hold more than one membership in the Cooperative. Discontinuance of service will automatically terminate membership. Membership is not transferable from one member to another.

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FOR All Territory Served

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1<sup>st</sup> Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

11. 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 (T) troubles, or by action of the elements or by a delay in securing right-of-way easement(s), or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

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FOR All Territory Served

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Original SHEET NO. 213

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

13. NON-STANDARD SERVICE

- (T) The member shall pay the cost of any special installation necessary to meet the requirements
- (T) for service at other than standard voltage for like services within a member class, or for the
- (T) supply of different voltage regulation other than that required by standard practices.

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FOR All Territory Served

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Original SHEET NO. 214

CANCELLING PSC KY NO. 8

Original SHEET NO. 4

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

14. BILLING

(T) The Cooperative's billing period and billing procedures are as specified in the applicable rate schedule/tariff for electric service. Failure to receive the bill will not release the member from payment obligation.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 215

CANCELLING PSC KY NO. 8

Original SHEET NO. 4

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS

(T) 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 16, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the member's bill.

(N) Members filing bankruptcy shall be required to pay a cash deposit within twenty (20) days upon notification of the bankruptcy proceedings which will apply to a new account; a final bill will be calculated on the existing account and the existing deposit, if any, will be credited to the existing account immediately.

(T) A. Residential Deposit

(T) The cash deposit may be waived upon a residential member showing a satisfactory payment record which is no more than two (2) delinquent payments within a twelve (12) month period with the Cooperative or a satisfactory score from a credit reporting agency. Required deposits will be returned after one (1) year 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.

(T) The Cooperative may require a deposit in addition to the initial deposit if the member's payment record is not satisfactory or the classification of service changes, but the additional deposit will not cause the overall deposit to exceed 2/12ths of the member's actual or estimated annual bill where bills are rendered monthly. An annual review of residential services with one (1) year of payment history may be

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FOR All Territory Served

PSC KY NO. 9

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1<sup>st</sup> Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS (continued)

(T) performed and any account failing to maintain a satisfactory payment record may  
(T) have a deposit calculated and charged to the account. If a deposit on record differs  
(T) from the recalculated amount by more than \$10.00 for a residential member, the  
(T) Cooperative may collect any underpayment and shall refund any overpayment by  
(T) check or credit to the member's bill. The member will be notified of any deposit  
(T) increase or decrease that is applicable following the review. No refund will be made  
(T) if the member's bill is delinquent at the time of the recalculation.

(N) If a decrease to the deposit amount on record is applicable, the credit for the amount  
(N) will be applied to the member's account with the next billing period following  
(N) notification. If an increase to the deposit is necessary, an adjustment for the  
(N) applicable amount will be applied to the consumer's account at the next billing period  
(N) but no sooner than thirty (30) days following the notification.

(T) Upon termination of service, the deposit, including any unpaid interest, will be  
(T) credited to the final bill with any remainder refunded to the member .

(T) A residential member's deposit will be based upon actual usage of the member at the  
(T) same or similar premises for the most recent 12-month period, if such information is  
(T) available. If usage information is not available, the deposit will be based on the  
(T) average bills of similar residential members and premises in the system or the energy  
(T) needs of the service location. The deposit amount shall be equal to 2/12 of the  
(T) residential member's actual or estimated annual bill where bills are rendered monthly.

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1<sup>st</sup> Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS (continued)

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

- (T) 1. Previous payment history with the Cooperative.
- (T) 2. Whether the member has filed bankruptcy proceedings within the last seven (7) years.
- (T) 3. Whether the member has a satisfactory credit record and rating as reported by credit bureaus/agencies.

(T) B. Commercial/Industrial Deposit

(N) No waivers of a cash deposit will be granted for commercial/industrial accounts  
(N) unless an irrevocable bank letter of credit or surety bond is obtained. Security  
(N) deposits will be retained for the life of the account. Interest will be paid on the deposit  
(N) as prescribed by KRS 278.460 and credited to the account annually. Upon  
(N) termination of service, the deposit, including any unpaid interest, will be credited to  
(N) the final bill with any remainder refunded to the member.

(N) A commercial/industrial member's deposit will be based on the energy needs of the  
(N) service location. The deposit amount shall be equal to 2/12 of the member's actual  
(N) or estimated annual bill where bills are rendered monthly. The Cooperative may  
(N) require a deposit in addition to the initial deposit if the member's classification of  
(N) service changes or if there is a substantial change in usage as provided in 807 KAR  
(N) 5:006, Section 8(3).

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SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 215.3

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS (continued)

- (T) If a residential or commercial/industrial deposit is held longer than eighteen (18) months, the
- (T) deposit will be recalculated at the member's request based on the member's actual usage. If
- (T) the deposit on account differs from the recalculated amount by more than \$10.00 for a
- (T) residential member or 10% for a non-residential member, the Cooperative may collect any
- (T) underpayment and shall refund any overpayment by check or credit to the member's bill. No
- (T) refund will be made if the member's bill is delinquent at the time of the recalculation.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 216

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

16. BUDGET BILLING PLANS (N)

(N) The Cooperative offers two budget billing plans for residential members who desire to  
(N) pay a fixed or an approximated monthly amount in lieu of monthly billings for actual usage:  
(N) (1) Levelized Budget Billing Plan and (2) Fixed Budget Billing Plan. Any member who  
(N) qualifies may be placed on either budget billing plan during any month of the year. The  
(N) monthly budget amount will be determined by the Cooperative and will be a minimum of  
(N) 1/12 of the estimated annual usage. The monthly budget amount will be subject to review and  
(N) adjustment during the budget year.

(N) The budget year for both budget billing plans will commence during the month following the  
(N) member's request for budget billing. Requests for the budget plans will be accepted during all  
(N) months of the year. The settlement month for the Fixed Budget Plan will be during the  
(N) twelfth month of billing. There is no specific settlement month for the Levelized Budget Plan  
(N) as the account is adjusted/levelized monthly by a small amount.

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

(N) Upon cancellation of either budget billing plan, by the member or by the Cooperative, the  
(N) total outstanding account balance is then due.

(N) Failure to receive a monthly bill, in no way, exempts the member from the provisions of  
(N) these terms and conditions.

(N) A. Fixed Budget Plan

(N) The member's annual usage is divided by eleven (11) and to this amount is added  
(N) any applicable outdoor light charges. This total amount is used as the initial

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
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FOR All Territory Served

PSC KY NO. 9

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 8

Original SHEET NO. 6

RULES AND REGULATIONS

16. BUDGET BILLING PLANS (continued)

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

(N) After establishing twelve (12) months of actual history at a service location and  
(N) payment of any outstanding account balance, a member may transfer from the Fixed  
(N) Budget Plan to the Levelized Budget Plan.

(T) B. Levelized Budget Plan

(T) This plan is only available if the member has had service at the location for at least  
(T) twelve (12) months. The member's last eleven month's actual usage plus the current  
(T) month's usage are totaled and divided by twelve. To this amount is added 1/12th of  
(T) any applicable outdoor light charges. As budget data accumulates on the Levelized  
(T) Budget Plan, 1/12th of any budget plan overage/arrearage, to date, is deducted/added  
(T) to the total amount. The resulting amount is rounded to the nearest whole dollar. This  
(T) is the amount billed as the current month's levelized budget amount.

(T) The amount is recomputed monthly and will fluctuate based upon the member's  
(T) changing usage. The account will self-adjust to a near current status during the budget  
(T) year, provided there are no abnormal deviations in the member's usage. No other  
(T) adjustments are made to the member's account as long as the member meets the  
(T) payment terms of the budget plan.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 217

CANCELLING PSC KY NO. 9

Original SHEET NO. 217

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

17. 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 office during regular office hours or use other available services 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 the Cooperative's collection personnel or prior to service being disconnected by a remote switch.

- (T) The Cooperative shall negotiate and accept reasonable partial payment plans. The partial payment plan shall be mutually agreed upon and in accordance with the provisions set forth in the applicable Public Service Commission regulations. Partial payment plans that extend for a period of longer than 30 days shall be in writing or electronically recorded, stating the date and amount of payment due. In addition, written partial payment plans that extend longer than 30 days shall be dated and signed by both parties. The agreement will state, and the member will be advised, that should the member fail to honor the payment schedule mutually agreed upon, the member's service may be disconnected without prior additional notice.
- (T) The Cooperative is not required to negotiate a partial payment plan with a member who is delinquent under a previous partial payment plan.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Talina R. Mathews EXECUTIVE DIRECTOR</b> <i>Talina R. Mathews</i>
<b>EFFECTIVE 6/16/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 218

CANCELLING PSC KY NO. 8

Original SHEET NO. 7

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

18. CERTIFICATE OF NEED (T)

(T) Upon written certification from one of the Kentucky Department for Social Insurance offices, a member who is eligible for energy assistance under the Department's guidelines or is certified as being in genuine financial need, defined as any household with gross income at or below 130% of the poverty level, and who has been given a ten (10) day notice for nonpayment of his/her electric bill rendered between November 1 and March 31 and who presents such notice to the Department for Social Insurance, shall be allowed thirty (30) days in addition to such ten (10) day notice period in which to negotiate a partial payment plan with Shelby Energy provided such certification is delivered to Shelby Energy during the initial ten (10) day notice period by the applicant in person, by his/her agent, by mail, or by telephone call from an employee of the Department of Social Insurance. The thirty (30) day period shall begin to run at the end of the tenth day of the ten (10) day period.

(T) When the member exhibits good faith by making a current cash payment commensurate with his or her ability to do so and by agreeing to a repayment schedule which will result in the member becoming current in the payment of his/her electric bill in a timely manner but no later than October 15, Shelby Energy will accept such partial payment plan. Shelby Energy will also inform the member on the reverse side of the ten (10) day notice of the telephone number and address of the nearest office of the Kentucky Cabinet for Health and Family Services.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 219

CANCELLING PSC KY NO. 8

Original SHEET NO. 8

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

19. LOCATION OF METERS

Meters shall be easily accessible for reading, testing, and making necessary adjustments and repairs and shall be located at a site designated by Shelby Energy.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
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FOR All Territory Served

PSC KY NO. 9

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Original SHEET NO. 8

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

21. MONITORING OF MEMBER USAGE (T)

(T) Member usage is monitored no less than annually. On a monthly basis, kWh usage for  
(T) member accounts will be monitored by the Cooperative according to the following  
(T) procedure:

(T) A. The member's current monthly kWh usage will be compared to previous periods.  
(T) Accounts which meet the following exception criteria will be listed for evaluation:

- (T) 1. Bill amount is greater than double the previous month
- (T) 2. kWh usage is equal to zero
- (T) 3. kWh usage is 50% less or 50% more than the same month of the prior year
- (T) 4. kWh usage is 30% less than the previous month
- (T) 5. Demand usage/reading is equal to zero
- (T) 6. Demand usage is 50% less or 50% more than the same month of the prior year
- (T) 7. Demand usage is 25% less or 25% more than the previous billing month
- (T) 8. Days of service exceeds 31
- (T) 9. Days of service are less than 25

(T) B. If the deviation in usage for any account listed on the exception report is attributed to  
(T) unique circumstances such as unusual weather conditions, which would affect all  
(T) members, no further review will be done.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 221.1

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 9

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

21. MONITORING OF MEMBER USAGE - (continued)

(T) C. If the deviation cannot be readily attributed to a common cause, the Cooperative will  
(T) further investigate the account usage by comparing the last twelve (12) month's usage  
(T) to the same months of the previous year. A daily consumption report will be  
(T) processed for evaluation of the account and discussion with the member, as needed.

(N) D. If the cause for the usage deviation cannot be determined from analysis of the  
(N) member's meter reading and billing records, the Cooperative may dispatch service  
(N) personnel to verify the meter reading, check the service installation, or to make  
(N) personal contact with the member to inquire about the unexplained usage deviation.  
(N) The Cooperative will contact the member by telephone or in writing about the usage  
(N) deviation if the service personnel cannot determine a cause.

(N) E. Where the deviation is not otherwise explained, the Cooperative may test the  
(N) member's meter to determine whether it shows an average error greater than two  
(N) percent (2%) fast or slow. The Cooperative will notify the member of the  
(N) investigation and results and will refund or bill for any errors in accordance with 807  
(N) KAR 5:006, Section 11(2).

(N) In addition to the monthly monitoring, the Cooperative will investigate usage  
(N) deviations brought to its attention as a result of its on-going meter reading, billing  
(N) processes or member inquiry. The Cooperative may offer energy auditing services to  
(N) the member to assist in determining the source of the deviation.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 222

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 9

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

22. RECONNECTION SERVICE FEE (T)

(T) When service has been disconnected for reasons other than non-payment of a delinquent bill and the Cooperative is requested to reconnect at the same location, a thirty-five dollar (\$35.00) reconnect service fee will be charged if reconnection is during regular working hours. Should the member request that service be reconnected outside regular working hours, a reconnect service fee of seventy-five dollars (\$75.00) will be charged. An exception regarding the reconnect service fee will be made for the member when a situation is beyond the member's control.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 223

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1st Revised SHEET NO. 9

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

23. COLLECTION OF DELINQUENT ACCOUNTS

- (T) Should it become necessary for the Cooperative to send a representative to the member's
- (T) premises for collection of a delinquent account, there will be a collection service fee of thirty
- (T) dollars (\$30.00) assessed if service is terminated or if the bill is paid in the course of the trip. The charge can only be made once in a billing period. The charge will be due and payable at the time such delinquent account is collected.

- In the event a member is disconnected for non-payment of a delinquent account and requests
- (T) reconnection during regular working hours, a thirty-five dollar (\$35.00) reconnect service fee
- (T) will be collected. Should the member request service be reconnected outside of regular
- (T) working hours, a reconnect service fee of seventy-five dollars (\$75.00) will be charged.

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FOR All Territory Served

PSC KY NO. 9

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

24. MEMBER PAYMENT – UNHONORED (T)

(T) When the method of payment on a member’s account is unpaid by a financial institution  
(T) for any reason, including a revoked credit card payment, the payment will be considered  
(T) “unhonored”. The Cooperative will notify such member by letter, stating the amount of the  
(T) payment and the reason it was not honored for payment. The unhonored payment will then  
(T) be considered the same as a delinquent account, and if payment, in full, is not received within  
(T) ten (10) business days after notification, service may be discontinued. A twenty-five  
(T) (\$25.00) service charge shall be added to all unhonored payments.

(T) The Cooperative shall have the right to refuse to accept forms of payment that have been  
(T) unhonored previously in payment of an account from a member. The Cooperative will  
(T) provide the member a letter advising that the Cooperative will no longer accept such form of  
(T) unhonored payment and will require the account to be paid by cash, money order or cashier’s  
(T) check .

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 225

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 10

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

25. TAMPERING

If meters or other property belonging to the Cooperative are tampered or interfered 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 properly on the Cooperative's meter and for such replacement and repairs as are necessary, as well as for costs of inspection, investigation, service fees, and protective installations.

(N) The following steps will be taken to discourage tampering with Cooperative meters:

(N) 1. The first occurrence of tampering will result in written notification from the Cooperative informing the member of safety and legal issues and that legal action may be forthcoming for any future violations.

(N) 2. The second occurrence of tampering will result in a complaint filed with the proper authorities within the applicable service area and legal action will be taken by the Cooperative's Attorney.

(N) The member shall be responsible for any legal fees and other charges as awarded by a court of competent jurisdiction associated with any action taken in regards to tampering with the Cooperative's meters, equipment or other property.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 226

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 10

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

26. NOTICE OF TROUBLE

- (T) The member shall give immediate notice either by telephone, e-mail or personal visit to an office of the Cooperative of any interruption or irregularities or unsatisfactory service and of
- (T) any defects known to the member.

- (T) The Cooperative may, as it deems necessary, suspend supply of electrical energy to any member or members for the purpose of safety, making repairs, changes or improvements upon any part of its system.

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<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH
<u><i>Brent Kirtley</i></u>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 227

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 10

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

27. DISCONTINUANCE AND REFUSAL OR TERMINATION OF SERVICE

(T) Any member desiring service discontinued or changed from one address to another shall give  
(T) the Cooperative three (3) days' notice, in person, writing, fax, e-mail or telephone, provided  
(T) such notice does not violate contractual obligations or tariff provisions. The member shall  
(T) not be responsible for charges for service beyond the three (3) day notice period if the  
(T) member provides reasonable access to the meter during the notice period. If the member  
(T) notifies the utility of their request for termination by fax, e-mail or telephone, the burden of  
(T) proof is on the member to prove that service termination was requested if a dispute arises.

(T) Pursuant to 807 KAR 5:006, Section 15, the Cooperative may refuse or discontinue to  
(T) serve an applicant or member under the following conditions:

(T) A. For noncompliance with its Rules and Regulations. However, the Cooperative  
(T) shall not discontinue or refuse service to any member or applicant for violation of its  
(T) Rules and Regulations without first having made reasonable effort to induce the  
(T) member or applicant to comply with the Rules and Regulations as filed with the  
(T) Public Service Commission. After such effort on the part of the Cooperative, service  
(T) may be disconnected or refused only after the member has been given at least ten  
(T) (10) days written notice of such intention and mailed to the member's last  
known address.

(T) B. For a dangerous condition. When a dangerous condition is found to exist on the  
(T) member's or applicant's premises, the service shall be discontinued or refused without  
(T) notice provided that the Cooperative notifies the member or applicant immediately of  
(T) the reasons for the discontinuance or refusal and the corrective action to be taken  
(T) by the member before service can be installed or restored.

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ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 227.1

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 8

Original SHEET NO. 11

RULES AND REGULATIONS

27. DISCONTINUANCE AND REFUSAL OR TERMINATION OF SERVICE (continued)

- (T) C. For refusal of access. When a member or applicant refuses or neglects to provide reasonable access to the premises for the purposes of installation, operation, meter reading, maintenance, or removal of the Cooperative's property, employees or agents of the Cooperative may discontinue or refuse service only after the member or applicant is given at least ten (10) days written notice of such intention.
- (T) D. For outstanding indebtedness. The Cooperative may not furnish service to any applicant when such applicant is indebted to the Cooperative for service furnished until such time the applicant has paid such indebtedness or negotiated a satisfactory agreement.
- (T) E. For noncompliance with state, national, local or other codes. The Cooperative may refuse or terminate service to a member or applicant if the member or applicant does not comply with state, national, municipal, county or other codes, rules and regulations applying to such service. The Cooperative may terminate service pursuant to 807 KAR 5:006 after a ten (10) day notice is provided, unless ordered to terminate immediately by a governmental official.
- (T) F. For non-payment of bills. The Cooperative may terminate service at a point of delivery for nonpayment of charges, including extra 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.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 227.2

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 12

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

27. DISCONTINUANCE AND REFUSAL OR TERMINATION OF SERVICE (continued)

- (T) The member shall be given at least a ten (10) day written notice, but the disconnect shall not be effective for twenty-seven (27) days after the mailing date of the original bill. Such termination notice shall be exclusive of and separate from the original bill.
- (T) If, prior to discontinuance of service, there is delivered to the Cooperative office or to its employees empowered to discontinue service, payment of the amount in arrears,
- (T) the discontinuance of service shall not be made, or in accordance with 807 KAR
- (T) 5:006, Section 15 (2)(c) when a written certificate is filed signed by a physician, a registered nurse, or a public health officer, stating that in the opinion of the person making the certification, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until thirty (30) days elapse from the time of the Cooperative's notification to the member in writing of the existence of local, state, and federal programs providing for the payment of the Cooperative bills under certain conditions and of the offices to contact for such possible assistance.
- (T) The written notice for any discontinuance of service shall advise the member of his/her rights to dispute the reasons for such discontinuance.
- (T) The termination notice requirements of this subsection shall not apply if termination
- (T) notice requirements to a particular member or members are otherwise dictated by the
- (T) terms of a special contract between the utility and member.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 228

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 12

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

28. INSPECTIONS

Shelby Energy Cooperative, Inc. shall not initiate new permanent electric service until the required certificate of approval has been issued by a certified electrical inspector, as required by local or state laws.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 229

CANCELLING PSC KY NO. 8

Original SHEET NO. 13

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

29. TEMPORARY SERVICE

- (T) A member requesting temporary service may be required to pay all costs of construction,
- (T) removing, connecting, and disconnecting service in addition to paying any applicable
- (T) security deposit. Construction contractors, camps, campsites, barns, barn sites, sawmills, oil
- (T) wells, carnivals, fairs, camp meetings or any other service of a strictly temporary nature will
- (T) be metered and actual usage billed according to the applicable tariff.

Temporary service used for such construction may only be utilized for a period not to exceed twelve (12) months after which time the service will be disconnected unless a written extension of time is obtained from the Cooperative.

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PSC KY NO. 9

Original SHEET NO. 230

CANCELLING PSC KY NO. 8

Original SHEET NO. 13

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

30. MEMBER'S LIABILITY (T)

- (T) The member shall assume full responsibility for service upon his/her premises at and from
- (T) the point of delivery, and for wires, any apparatus, devices, and appurtenances used in
- (T) connection with service. The member shall indemnify, hold 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 electricity by the member at or on the member's side of point of delivery.

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CANCELLING PSC KY NO. 8

Original SHEET NO. 13

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

31. PROTECTION OF THE COOPERATIVE EQUIPMENT

- (T) The member shall protect the equipment of the Cooperative on his/her premises and shall not
- (T) interfere with or alter or permit interference with the Cooperative's meter or other property except by duly authorized representatives of the Cooperative.

- (T) For any loss or damage to the property of the Cooperative due to or caused by or arising from carelessness, neglect, vandalism, or misuses by the member or other unauthorized persons,
- (T) the cost of the necessary replacement and repairs shall be paid for by the member.

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Original SHEET NO. 14

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

32. POINT OF DELIVERY

1.

- A. Approval shall be obtained from the Cooperative as to the proper location for a service entrance.
- B. Service entrances will be located on the exterior of the building nearest to the Cooperative's lines. For members desiring service entrances on any building at a location other than that closest to the Cooperative's lines, the additional estimated cost of such special construction as may be found necessary shall be borne by the member, and such cost shall be paid in advance before service can be connected.
- C. Service entrances, both overhead and underground, shall be installed in accordance with applicable codes, and the Cooperative shall not connect until the required certificate of compliance has been issued by the required certified electrical inspector. In event of an emergency, a temporary waiver may be issued by the Cooperative to allow connection pending completion of electrical inspection.

- 2. Point of service (or delivery) shall be that point where the facilities of the Cooperative join the member's facilities, irrespective of the location of the meter, and will normally be at the weatherhead on overhead lines and at the meter base on underground service. All wiring and equipment beyond this point of service shall be supplied and maintained by the member. The member will, however, notify the Cooperative of any proposed changes in the equipment or wiring which will materially increase or decrease the load so the Cooperative may check its equipment to make certain it will accommodate the member's load requirements.

(T)  
(T)

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PSC KY NO. 9

Original SHEET NO. 233

CANCELLING PSC KY NO. 8

Original SHEET NO. 15

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

33. 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,
- (T) give or otherwise dispose of the electric service or any part thereof, except by written
  - (T) contract approved by the Board of Directors of the Cooperative.

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PSC KY NO. 9

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Original SHEET NO. 15

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

34. METER BASES

- (T) Meter bases shall be provided by the member or property owner establishing new service or
- (T) performing a service upgrade. All maintenance and repairs of the meter base will be the
- (T) responsibility of the member or property owner.

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Original SHEET NO. 15

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

35. METER READING

- (T) The Cooperative will be responsible for meter reading services through the use of solid state
- (T) meters and an advanced metering infrastructure (AMI) system to accurately and efficiently
- (T) read meters. The Cooperative shall read each member's meter on a monthly basis for the
- (T) purpose of determining each account's usage of electricity for the calculation of the monthly
- (T) bill.

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
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RULES AND REGULATIONS

36. SEPARATE METER FOR EACH SERVICE

- (T) 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 locations of connection to the system shall be billed separately at each point and the
- (T) registration of such meters shall not be added for billing purposes, except by written contract
- (T) approved by the Cooperative. Only one residence may be served for each meter location.

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Original SHEET NO. 15

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

37. FRAUDULENT USE

- (T) Pursuant to 807 KAR 5:006, Section 15 (1)(g), when the Cooperative has discovered
- (T) evidence that by fraudulent or illegal means, a member has obtained unauthorized service or
- (T) has diverted the service for unauthorized use or has obtained same without being properly
- (T) measured, the service to the member may be disconnected immediately and without notice.
  
- (T) Within twenty-four (24) hours after such termination, the utility shall send written
- (T) notification to the member of the reasons for termination or refusal of service and of the
- (T) member's right to challenge the termination by filing a complaint with the Public Service
- (T) Commission. The Cooperative shall not be required to restore service until the Cooperative
- (T) has been reimbursed for the estimated amount of service rendered and the cost incurred by
- (T) fraudulent use.
  
- (T) It shall be the duty of the Cooperative, before making service connections to a new member,
- (T) to determine the condition of the meter in order that prior fraudulent use of the facilities, if
- (T) any, will not be attributed to the new member, and the new member shall be afforded the
- (T) opportunity to be present at such inspection. The Cooperative shall not be required to render
- (T) service to such member until all defects in the member-owned portion of the service, if any,
- (T) have been corrected.

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PSC KY NO. 9

Original SHEET NO. 238

CANCELLING PSC KY NO. 8

Original SHEET NO. 16

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
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RULES AND REGULATIONS

38. METER POLE

(T) The Cooperative may, upon request, serve a meter pole to be wired by the member. The electrical load should be sufficient to justify at least a 100 ampere/3-wire/240 volt service. A means of disconnect satisfying National Electric Code requirements shall be installed on the load side of the meter base.

(T) The meter pole and all equipment on said pole, exclusive of the meter shall be installed and owned by the member. The pole location shall be determined by the Cooperative and the service must comply with the applicable codes, Cooperative specifications and be inspected as required by state and local laws.

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
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RULES AND REGULATIONS

39. RELOCATION OF LINES

When the Cooperative is requested or required 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:

- A. The relocation is made for the convenience of the Cooperative.
- B. The relocation will result in a substantial improvement in the Cooperative's facilities.
- (T) C. The relocation is associated with another regularly scheduled conversion or construction work, can be done at the same time and the relocation will not be more costly than remaining at the planned location.
- (T)
- (T)

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Original SHEET NO. 17

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

40. SINGLE-PHASE LOADS (T)

(T) An extension, via the least expensive route, to a permanent residence of 1,000 feet or less  
(T) from the nearest existing Cooperative facilities shall be made by Shelby Energy to its  
(T) existing distribution line without charge for a prospective member who shall apply for and  
(T) agree to use the service for one (1) year or more and provides guarantee for such service. The  
"service drop" to the structure from the distribution line at the last pole shall not be included  
in the foregoing measurements. This distribution line extension shall be limited to service  
(T) where installed transformer capacity does not exceed twenty-five (25) KVA. Any extensions  
(T) to a member who may require multi-phase service or whose installed transformer capacity  
(T) will exceed twenty-five (25) KVA will be required to pay, in advance, additional cost of  
(T) construction which exceeds that for a single-phase line where the installed transformer  
(T) capacity does not exceed twenty-five (25) KVA.

1. When an extension of Shelby Energy's line to service a member or a group of  
(T) members amounts to more than 1,000 feet per member or the extension is made at the  
(T) member's request, via a more expensive route, the total cost of the excessive footage  
(T) over 1,000 feet per member or the increased expense of the route shall be paid by the  
applicant or applicants based on the estimated cost of the total extension.

2. Each member receiving service under such extension will be reimbursed under the  
following plan:

Each year for a period of ten (10) years, which for the purpose of this rule shall be the  
refund period, the Cooperative shall refund to the member or members who paid for  
the excess footage the cost of 1,000 feet of the extension in place for each additional  
member connected during the year whose service line is directly connected to the  
extension installed and not to extensions or laterals therefrom, but in no case shall

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Shelby Energy Cooperative, Inc.  
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RULES AND REGULATIONS

40. SINGLE-PHASE LOADS (continued)

the total amount refunded exceed the amount paid the Cooperative. After the end of the refund period, no refund will be required to be made. For additional members connected to an extension or lateral from the distribution line, the Cooperative shall refund to any member who paid for excessive footage the cost of 1,000 feet of line less the length of the lateral or extension.

- 3. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the applicant who paid for the extension, a sum equivalent to the cost of 1,000 feet of the extension installed for each additional member connected during the year; but in no case shall the total amount refunded exceed the amount paid to the Cooperative. After the end of the refund period from the completion of the extension, no refund will be required to be made.
- 4. To reduce the member's cost of connection, the member may elect to clear the right-of-way on the member-owned property. The reduced cost to the member will be mutually agreed upon in writing and based on the Cooperative's written specifications and estimated cost for right-of-way clearing prior to any work being performed by the member or by the Cooperative.

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Original SHEET NO. 241

CANCELLING PSC KY NO. 8

Original SHEET NO. 17

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

41. MULTI-PHASE LOADS (N)

- (N) Multi-phase service will be extended to members based on the following criteria:
  - (N) a. The multi-phase load will be a minimum of a thirty (30) kW connected load,
  - (N) b. The load will be a permanent installation and provide steady monthly revenue for the Cooperative.
- (N) Consideration will be given for any portion of the facilities that are installed that will benefit the Cooperative's distribution system. An example of this type of benefit is a multi-phase line to a load center that would require multi-phase service in the near future.
- (N) If the multi-phase extension is to serve a new multi-phase commercial/industrial load, the charges of extending the multi-phase service may be negotiable based on projected revenues and cost of facilities.
- (N) The first 300 feet of the extension and a twenty-five (25) KVA transformer will be installed as overhead service, free of charge. If the extension exceeds 300 feet or the transformer capacity required for the service is greater than twenty-five (25) KVA or underground service is desired, a charge for the extension shall be required prior to construction. The charge may be negotiable based on projected revenues and cost of facilities.
- (N) Temporary multi-phase service will be provided if the member pays the following charges:
  - (N) a. The entire cost of installation
  - (N) b. The entire cost of removal minus the salvage of materials
  - (N) c. The total charge must be paid prior to the temporary service being installed.
- (N) For additional members connected to an extension or lateral from the distribution line, the utility shall refund to any customer who paid for excessive footage the cost of 300 feet of line less the length of the lateral extension. The total amount refunded shall not exceed the original charge for construction.

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ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 242

CANCELLING PSC KY NO. 8

2<sup>nd</sup> Revised SHEET NO. 18

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

42. LINE EXTENSION TO MOBILE HOMES

- A. All extensions up to 300 feet from the nearest facility shall be made without charge.
- (T) B. All required fee charges and advances shall be paid before construction begins, and the mobile home must be set in place before service can be extended.
- (T) C. The member shall install and own the meter pole and it shall meet the requirements of the applicable codes and shall be located at a site designated by the Cooperative.
- (T) For extensions greater than 300 feet and less than 1,000 feet from the nearest facility,
- (T) the Cooperative will charge a Member Advance For Construction (MAFC) based on
- (T) the cost of construction for the portion of service beyond 300 feet, up to 1,000 feet.
- (T) 1. The MAFC shall be refunded to the member over a four (4) year period in equal amounts for each year the service is continued, and the start of the period refund begins with the initial billing date.
- (T) 2. If the service is disconnected for a period of sixty (60) days or should the mobile home be removed and another not take its place or be replaced by a permanent structure, the remainder of the MAFC shall be forfeited.
- (T) 3. No refunds shall be made to any member who did not make the MAFC originally.
- (T) 4. To reduce the member's cost of connection, the member may elect to clear the right-of way on the member-owned property. The reduced cost to the member will be mutually agreed upon in writing and based on the Cooperative's written specifications and estimated cost for right-of-way clearing prior to any work being performed by the member or by the Cooperative.
- (T)
- (T)

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 242.1

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 19

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

42. LINE EXTENSION TO MOBILE HOMES (continued)

- (T) D. For extensions greater than 1,000 feet the provisions, as stated in Part C, apply to the first 1,000 feet. For that portion of the line over 1,000 feet, the utility will charge the member the cost of construction for that portion of service beyond 1,000 feet. The deposit for that portion over 1,000 feet is subject to refund as follows:
  - (T) 1. Each year for a period of ten (10) years, which shall be the refund period, for that portion over 1,000 feet the provisions of Section 40 will apply.
- (T) E. Mobile home meter poles shall be wired and inspected according to the applicable codes and shall be wired and inspected at the expense of the member.
- (T) F. Any member who puts up a mobile home line extension MAFC and replaces the mobile home with a permanent residence which is connected directly to the line for which the MAFC was made, shall be refunded the MAFC upon terms and conditions of the normal service extension policy for permanent residence in effect at the time of replacement.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 243

CANCELLING PSC KY NO. 8

Original SHEET NO. 21

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

43. ELECTRIC SERVICE TO CAMPS, BARNES AND PUMPS, ETC.

- A. Construction to a permanent camp, campsite, barn or barnsite, or other services with low usages, whereby low usage is any usage pattern that is substantially less than that of an average permanent single family residence is as follows:
- B. All required fee charges and advances shall be paid before construction begins.
- C. All extensions up to 300 feet from the nearest facility shall be made without charge.
- D. For extensions greater than 300 feet and less than 1,000 feet from the nearest facility,
  - (T) the Cooperative will charge a Member Advance for Construction (MAFC) based on the cost of construction for the portion of service beyond 300 feet, up to 1,000 feet.
  - (T) The MAFC for that portion greater than 300 feet and less than 1,000 feet is subject to refund as follows:
    - (T) 1. The MAFC shall be refunded to the member over a four (4) year period
    - (T) in equal amounts for each year the service is continued, and the start of the
    - (T) period refund begins with the initial billing date.
    - 2. If the service is disconnected for a period of sixty (60) days or should the
    - (T) service be removed and another not take its place or be replaced by a
    - (T) permanent structure, the remainder of the MAFC shall be forfeited.
    - 3. No refunds shall be made to any member who did not make the MAFC
    - (T) originally.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 243.1

CANCELLING PSC KY NO. 8

Original SHEET NO. 21

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

43. ELECTRIC SERVICE TO CAMPS, BARNES AND PUMPS, ETC. (continued)

(T) 4. To reduce the member's cost of connection, the member may elect to clear the  
(T) right-of way on the member-owned property. The reduced cost to the member  
(T) will be mutually agreed upon in writing and based on the Cooperative's  
(T) written specifications and estimated cost for right-of-way clearing prior to any  
(T) work being performed by the member or by the Cooperative.

(T) E. For extensions greater than 1,000 feet the provisions, as stated in Part D, apply to  
(T) the first 1,000 feet. For that portion of the line over 1,000 feet, the utility will  
(T) charge the member the cost of construction for that portion of service beyond 1,000  
(T) feet. The MAFC for that portion over 1,000 feet is subject to refund as follows:

(T) 1. Each year for a period of ten (10) years, which shall be the refund period, for  
(T) that portion over 1,000 feet the provisions of Section 40 will apply.

(T) F. Any member who puts up a service line extension MAFC and replaces the facility  
(T) served with a permanent residence which is connected directly to the line for which  
(T) the MAFC was made, shall be refunded the MAFC upon terms and conditions of the  
(T) normal service extension policy for permanent residence in effect at the time of  
(T) replacement.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

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Original SHEET NO. 21

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE

The purpose of this policy is to formulate requirements for underground electrical service for individuals and subdivisions, 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 policy shall only 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 policy, 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 and designed for less than five (5) family occupancy.

Multiple-Occupancy Building - A structure enclosed within exterior walls or fire walls, built, erected, and framed of component structural parts and designed to contain five (5) or more individual 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.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
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TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

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CANCELLING PSC KY NO. 8

Original SHEET NO. 22

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

Subdivision - The tract of land which is divided into ten (10) or more 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 conduits, raceways, and conductors, providing a sand bedding when required, and the compacting and backfilling of trench to ground level.

C. Right-of-Way and Easements

1. The Cooperative shall construct or cause to be constructed, 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 are provided without cost or condemnation by the Cooperative.

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 approximation of final grade, and maintain clearing and grading during construction by the Cooperative. Suitable easement rights shall be granted to

(T)

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TITLE President and CEO

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FOR All Territory Served

PSC KY NO. 9

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CANCELLING PSC KY NO. 8

Original SHEET NO. 23

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

(T) 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 including 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 single-phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground.

(T) 3. Three-phase primary conductor required within a subdivision to supply local distribution or to serve individual loads may be overhead unless underground is required by governmental authority or chosen by the applicant, in either of which case the differential cost of underground shall be paid by the applicant.

(T) The differential cost shall be paid in full by the member prior to work being performed by the Cooperative.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 8

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RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

4. If the Applicant has complied with the requirements herein and has given the Cooperative not less than 120 days written notice prior to the anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Cooperative shall complete the installation thirty (30) days prior to the estimated completion date. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of the Cooperative. However, nothing in this policy shall be interpreted to require the Cooperative to extend to service portions of the subdivisions not under active development.
5. 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 single-phase primary, secondary and service conductor to be installed at an average per foot cost differential in accordance with the average cost differential filed with the Public Service Commission. 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.
6. The Applicant may be required to contribute the entire estimated cost of the extension. If this is done, the amount contributed in excess of the normal charge for the underground extensions, as provided in Paragraph 5 above shall be refunded to the Applicant over a ten (10) year period as provided by the Public Service Commission.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 244.4

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Original SHEET NO. 25

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

- 7. The Cooperative normally will perform or cause to be performed all necessary trenching and backfilling. The Applicant may elect to perform all necessary trenching and backfilling in accordance with the Cooperative's specification. The Cooperative shall then credit the Applicant's cost in an amount equal to the Cooperative's normal cost for trenching and backfilling. However, the Cooperative personnel must be present at the time of backfilling if the Applicant elects to trench and backfill.
- (T) 8. The Cooperative shall furnish, install, and maintain the service lateral to the installation, and backfilling relative to the installation of the service lateral.
- (T) This work performed by the applicant must be inspected and approved by
- (T) Cooperative personnel or agents before backfilling is completed
- 9. 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.
- 10. The Cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.
- 11. 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 and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

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Original SHEET NO. 25

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

- 12. All electrical facilities shall be installed and constructed to comply with the Rules and Regulations of the Public Service Commission, all applicable codes, and Shelby Energy specifications.
- (T) 13. For all other developments that do not meet the conditions set forth in these rules, underground distribution will be installed provided a Member Advance for Construction to the Cooperative is made in an amount equal to the difference between the Cooperative's estimated cost of underground facilities and overhead facilities, which it would otherwise provide.

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TITLE President and CEO

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
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FOR All Territory Served

PSC KY NO. 9

Original                      SHEET NO. 245

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised                      SHEET NO. 26

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

45. METER TESTING

- (T) Each and every watt-hour meter installed by the Cooperative on member's premises shall be
- (T) tested periodically without charge to the member. Any other request for a meter test shall be
- (T) complied with by the Cooperative and the member may be required to pay a \$32.50 meter
- (T) test deposit. If the meter tests more than two-percent (2%) fast, the \$32.50 deposit shall be
- (T) returned to the member and a credit, based on Public Service Commission Rules and
- (T) Regulations, shall be issued by the Cooperative to the member. If the meter is more than
- (T) two-percent (2%) slow, the member shall be billed for the difference, based on Public
- Service Commission Rules and Regulations. If the meter tests within the Commission's
- limits, the \$32.50 may be retained to offset the cost of the meter test. Such tests may not be
- made more frequently than once each twelve (12) months.

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SIGNATURE OF OFFICER

TITLE President and CEO

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COMMISSION IN CASE NO.                      DATED                     

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> <b>EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
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PSC KY NO. 9

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1<sup>st</sup> Revised SHEET NO. 26

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

46. 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 schools 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 school tax.

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

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Original SHEET NO. 27

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

47. VOLTAGE FLUCTUATIONS CAUSED BY MEMBER (T)

- (T) Electric service must not be used by the member in such a manner as to cause unusual
- (T) fluctuations or disturbances to the Distribution System which may reasonably be expected to:
  - (T) a. cause damage to or interfere with the Cooperative's systems, facilities or other
  - (T) property in proximity to the Cooperative's systems; or
  - (T) b. prevent the Cooperative from serving other members satisfactorily.
- (T) The Cooperative shall notify the member in writing of any such electric disturbance and,
- (T) before attempting to take any other action, the Cooperative shall allow the member a
- (T) reasonable time and opportunity under the circumstances involved to correct or suppress the
- (T) disturbances. The Cooperative may require the member, at the member's own expense, to
- install suitable apparatus which will reasonably limit such fluctuation.
- (T) If the member does not correct or suppress the disturbances, then the Cooperative may
- (T) suspend or discontinue the electric service.

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Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

48. CONFLICT

(T) In case of conflict between any provisions of any rate schedule/tariff and the schedule of Rules and Regulations, the rate schedule/tariff shall apply.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 249

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

49. FILING AND POSTING

(T) A copy of these Rules and Regulations, together with a copy of the Cooperative's schedule of rates and charges, shall be kept open to inspection at the office(s) of the Cooperative.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 250

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

50. CLASSIFICATION OF MEMBERS (T)

- (T) Classification of members for accounting purposes is in accordance with the prescribed Rural
- (T) Utilities System (RUS) Uniform System of Accounts.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 251

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

51. STANDARD NOMINAL VOLTAGES

(T) The standard nominal voltages for single and multi-phase services throughout the distribution system are as specified below. Availability of a service voltage(s) is contingent upon existing service voltages(s) and other system parameters.

(T) <u>Single-Phase (volts)</u>	<u>Multi-Phase (volts)</u>
120/240	120/208 Y
240/480	240 delta
7,200	240 delta, 120/240 lighting
14,400	277/480 Y
	480 delta
	7,200/12,470 Y
	14,400/24,940 Y

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

---

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

*Brent Kirtley*

---

EFFECTIVE  
**10/1/2013**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 252

CANCELLING PSC KY NO. 9

Original SHEET NO. 252

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

**RULES AND REGULATIONS**

**52. BILL FORMAT – REGULAR & E-Bill**

**Shelby Energy Cooperative**  
A Touchstone Energy® Cooperative

Manage your account with SmartHub!

- Make Payments
- Track Electric Usage
- Report Outages
- Sign Up today at [www.shelbyenergy.com](http://www.shelbyenergy.com)

**smart hub**

ANDROID IOS

Do you want all the features of SmartHub optimized for use on your mobile device? Download the SmartHub app!

**Customer Name**  
Account Number  
Report an Outage - (800) 292-6585

**Contact Numbers**  
(502) 633-4420  
(800) 292-6585 - Toll Free

**Office hours**  
7:00 a.m. - 4:00 p.m. EST  
Monday - Friday

**Website:** [www.shelbyenergy.com](http://www.shelbyenergy.com)  
**Pay By Phone:** (833) 284-5049

**Billing Date:** 10/25/2021

**BILL (PAGE 1)**

**Total Amount Due**  
**\$63.02**  
Due Date: 11/10/2021

Total Monthly Use	Average Temperature	AVERAGE DAILY COST	Average Daily Use
480 kWh	65 Range 41 - 85 Temp	\$1.83	15 kWh

**Account Summary** Current charge detail found on the back of this page

Total Amount Due From Previous Statement	\$88.61
Payments	\$88.61
Balance Prior To This Billing	\$0.00
Current Charges	\$63.02
<b>Amount Due By 11/10/2021</b>	<b>\$63.02</b>
Total Amount Due After 11/10/2021	\$69.29

**IMPORTANT MEMBER INFORMATION**  
Nominate an outstanding person for the #WhoPowersYou contest sponsored by Kentucky's Touchstone Energy Cooperatives. The winner will receive a \$1,000 Grand Prize. Visit [www.whopowersyouky.com](http://www.whopowersyouky.com) before Oct 31!

**KEEP**  
**SEND**

**SHELBY ENERGY COOPERATIVE, INC.**  
A Touchstone Energy® Cooperative  
P. O. Box 309  
Shelbyville, KY 40066-0309

**Account Number**  
Total Due Now **\$63.02**  
Total Due After 11/10/2021 **\$69.29**  
Wintercare Amount Enclosed

**PAY YOUR BILL 24/7**  
ONLINE: Check or credit/debit card at [www.shelbyenergy.com](http://www.shelbyenergy.com) or download the mobile app.  
Phone: (833) 284-5049

VISA MASTERCARD DISCOVER

SHELBY ENERGY COOPERATIVE  
PO BOX 309  
SHELBYVILLE KY 40066-0309

5 1363  
C-4

190301007047002000006302000006929102520213

(N)

DATE OF ISSUE October 20, 2021  
MONTH / DATE / YEAR

DATE EFFECTIVE November 20, 2021  
MONTH / DATE / YEAR

ISSUED BY [Signature]  
SIGNATURE OF OFFICER  
TITLE President and CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE  
11/20/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 252.1

CANCELLING PSC KY NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

**RULES AND REGULATIONS**

**BILL FORMAT – REGULAR & E-Bill**

(BILL PAGE 2)



Customer Service M-F | 7:00 AM - 4:00 PM EST  
(502) 633-4420 Toll Free: (800) 292-6585  
www.shelbyenergy.com

Meter #	Billing Period From	To	Days	Readings Previous	Present	Meter Multiplier	kWh Use	kW Use
	09/21/21	10/22/21	31	10478	10958	1	480	0.0

**Account Information**  
 Member Name:  
 Billing Date: 10/25/2021  
 Phone Number:  
 Service Address:  
 Rate: 12 RESIDENTIAL SERVICE

**Usage History**  
 Previous Year Current Year High Temp Low Temp  
 kWh Temp  
 Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct

**Current Activity**

Balance Forward		\$0.00
Fuel Cost Adjustment	480 kWh @ \$.00325	-\$1.56
Kwh Charge	480 kWh @ \$.08684	\$41.68
Consumer Facility Charge		\$15.00
Environmental Surcharge	10.99%	\$6.06
School Tax	Tax 3.0%	\$1.84
<b>Total Current Charges</b>		<b>\$63.02</b>

**TOTAL AMOUNT DUE \$63.02**  
DUE DATE 11/10/2021



**My Account**  
Pay online or enroll in SmartHub at [www.shelbyenergy.com](http://www.shelbyenergy.com)



**Auto Pay**  
Set it up once and automatically make your payments



**Phone**  
(502) 633-4420  
Toll Free: (800) 292-6585

Thank you for being a member!

Now offering cash bill-pay service at participating retail stores. The barcode below can be scanned at the register, allowing you to make your monthly payment. There is a \$1.50 convenience fee to use this service. To find a location near you, visit [pay.vanilladirect.com/pages/retailers](http://pay.vanilladirect.com/pages/retailers)



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [vanilladirect.com/pay/terms](http://vanilladirect.com/pay/terms). After successful payment using this barcode, you may retrieve your full detailed e-receipt at [vanilladirect.com/pay/ereceipt](http://vanilladirect.com/pay/ereceipt).

The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.



**THE #WHOPOWERSYOU CONTEST**

Your Nominee could **WIN \$1,000**



visit [www.whopowersyouky.com](http://www.whopowersyouky.com)

DATE OF ISSUE October 20, 2021

MONTH / DATE / YEAR

DATE EFFECTIVE November 20, 2021

MONTH / DATE / YEAR

ISSUED BY \_\_\_\_\_

*[Signature]*  
SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*[Signature]*

EFFECTIVE

**11/20/2021**

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

(N)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 29

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM - Re: PSC Admin. Case No. 353

Purpose - To provide a plan for reducing the consumption of electric energy on Shelby Energy Cooperative, Inc.'s system in the event of a severe electric energy shortage.

For the purpose of this program, the following priority levels have been established:

- I. Essential Health and Safety Uses -- as defined in Appendix A
- II. Residential Use
- III. Commercial and Industrial Uses
- IV. Nonessential Uses -- as defined in Appendix B
- V. Interruptible Loads
- VI. Direct Load Control

Procedures - The Wholesale Power Cooperative, East Kentucky Power Cooperative, Inc., ("EKPC"), will notify Shelby Energy in the event of a severe electric energy shortage, and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction.

EKPC and Shelby Energy will take the following actions listed in priority order:

- 1. EKPC will initiate Direct Load Control and notify Shelby Energy.
- 2. EKPC will interrupt Interruptible Loads and notify Shelby Energy.
- 3. Shelby Energy will initiate its Load Reduction Procedure, Appendix C.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 253.1

CANCELLING PSC KY NO. 9

Original SHEET NO. 253.1

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

- 4. EKPC will notify Shelby Energy to initiate its Voltage Reduction Procedure, Appendix D.
- 5. EKPC will notify Shelby Energy and EKPC and Shelby Energy will initiate media appeal for general Voluntary Load Reduction Procedure, Appendix E.
- 6. EKPC will, in coordination with other Kentucky electric utilities, request the Governor to declare a statewide Energy Emergency.
- 7. EKPC will request Shelby Energy to initiate mandatory load reduction as provided in Appendix F. (T)

DATE OF ISSUE November 29, 2017  
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DATE EFFECTIVE December 30, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director
<i>Gwen R. Pinson</i>
<b>EFFECTIVE 12/30/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.2

CANCELLING PSC KY NO. 8

Original SHEET NO. 31

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "A"  
ESSENTIAL HEALTH AND SAFETY USES**

Essential health and safety uses given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses which the Commission may subsequently identify:

- (a) "Hospitals", which shall be limited to institutions providing medical care to patients.
- (b) "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- (c) "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons. These uses shall include essential street, highway and signal-lighting services.
- (d) "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
- (e) "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (f) "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.3

CANCELLING PSC KY NO. 8

Original SHEET NO. 32

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM – Appendix “A” (continued)

- (g) "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.
- (h) "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution -- for fuel -- of natural or manufactured gas, coal, oil or gasoline.
- (i) "Perishable Food or Medicine", which shall be limited to refrigeration for the storage and preservation of perishable food or medicine, when that use is substantially all of the customer's load.

(T) Although these types of uses will be given special consideration when implementing the manual load-shedding provisions of this procedure, these members are encouraged to install emergency generation equipment if continuity of service is essential. In case of members supplied from two utility sources, only one (1) source will be given special consideration. Also, any other members who, in their opinion, have critical equipment should install emergency generation equipment. Shelby Energy's specific emergency list is on file in its office.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.4

CANCELLING PSC KY NO. 8

Original SHEET NO. 33

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "B"**

**NONESSENTIAL USES**

- (T) The following and similar uses of electric energy and others which the Commission may
- (T) subsequently identify shall be considered nonessential for all members:
  - (a) Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
  - (b) General interior lighting levels greater than minimum functional levels.
  - (c) Show-window and display lighting.
  - (d) Parking-lot lighting above minimum functional levels.
  - (e) Energy use greater than that necessary to maintain a temperature of not less than 76 degrees during operation of cooling equipment and not more than 68 degrees during operation of heating equipment.
  - (f) Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
  - (g) Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.5

CANCELLING PSC KY NO. 8

Original SHEET NO. 34

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "C"**

**LOAD REDUCTION PROCEDURE**

**Objective:**

To reduce demand at Shelby Energy's facilities over the time period during which an electric energy shortage is anticipated.

**Criteria:**

- (T) This procedure is implemented when a **Load Reduction Alert** is issued. The President and
- (T) CEO has the responsibility of issuing a Load Reduction Alert.

**Procedure:**

- (T) 1. The President and CEO receives notice from EKPC of capacity shortage.
- (T) 2. The President and CEO is responsible for the participation of Shelby Energy employees in achieving the largest load reduction possible while still maintaining the service of the facility and not unduly jeopardizing safety.
- (T) 3. Each Department Vice President, Manager or other Key Personnel is responsible for the participation of Shelby Energy employees in achieving the largest load reduction possible while still maintaining the service of the facility and not unduly jeopardizing safety.
- (T) 4. Examples of load reduction are:
  - turning off all but a minimum of indoor and outdoor lighting
  - turning off microcomputers, printers, copiers, and other office equipment except as they are used
  - in the winter, setting thermostats no higher than 68 degrees, and in the summer no lower than 76 degrees

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.6

CANCELLING PSC KY NO. 8

Original SHEET NO. 35

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "D"**

**VOLTAGE REDUCTION PROCEDURE**

**Objective:**

To reduce demand on Shelby Energy's system over the period during which an electric energy shortage is anticipated by reducing the set point on system voltage regulators.

**Criteria:**

This procedure is implemented when requested by EKPC System Operator.

**Procedure:**

Shelby Energy will immediately dispatch personnel to reduce set points on regulators as much as possible while continuing to maintain minimum voltage requirements as prescribed by the Kentucky Public Service Commission. Shelby Energy's specific plan is on file in its office.

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.7

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised SHEET NO. 36

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "E"**

**VOLUNTARY LOAD REDUCTION PROCEDURE**

**Objective:**

(T) To reduce demand on Shelby Energy's system over the period during which an electric energy shortage is anticipated through media appeal for members to curtail energy use.

**Criteria:**

This procedure is implemented when requested by EKPC Marketing and Communications Division personnel.

**Procedure:**

(T) Notify local radio stations in the service territories of Shelby Energy and surrounding areas of the electrical shortage and ask them to make the public service announcement recommended by EKPC personnel. An example announcement is as follows:

(T) **"Attention Shelby Energy Cooperative Members:**

**Shelby Energy is experiencing a critical shortage of electricity to its members, and is requesting that all non-essential electrical appliances and lighting be turned off, and thermostats be lowered/raised immediately until (time of emergency).**

**Shelby Energy is encountering record high usage of electricity during this period of extreme low/high temperatures, and to help us keep from having a power blackout in your area, we need your help NOW until (time of emergency).**

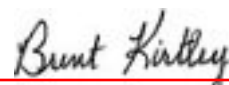
DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY   
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original                      SHEET NO. 253.8

CANCELLING PSC KY NO. 8

1<sup>st</sup> Revised                      SHEET NO. 36

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM – Appendix “E” (continued)

**Please turn off all electricity you do not have to have on.**

**Thank you for your cooperation."**

- (T) Notify the following industrial or large commercial member to request them to curtail their energy use as well: Shelby Energy's specific industrial or large commercial member listing is on file in its office.
- (T)

DATE OF ISSUE April 24, 2013  
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>10/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 253.9

CANCELLING PSC KY NO. 9

Original SHEET NO. 253.9

Shelby Energy Cooperative, Inc.  
Shelbyville, Kentucky  
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "F"**

**MANDATORY LOAD CURTAILMENT PROCEDURE**

**Load Shedding:**

Following East Kentucky Power Cooperative, Inc.'s ("EKPC") Integration with PJM Interconnection, LLC., ("PJM"), PJM is responsible for directing EKPC to manage, alleviate, or end any capacity emergency within PJM's footprint, up to and including manual load shed. PJM requires EKPC to shed load within five minutes immediately following its instruction to do so. (T)

To meet this requirement, EKPC and its owner-members have developed a plan to shed load at the transmission level instead of at the distribution level. Thus, EKPC's owner-members, including Shelby Energy Cooperative, no longer have the responsibility to physically shed load, and are therefore alleviated of the need to develop an individual load-shed plan for capacity related emergencies. (T)

For more information on EKPC's Load Shedding plan, please refer to EKPC's Emergency Electric Procedures contained in its Wholesale Power Service Tariff approved by the Commission November 2, 2017. (T)

DATE OF ISSUE November 29, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE December 30, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director
<i>Gwen R. Pinson</i>
<b>EFFECTIVE 12/30/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 300  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 300

**LARGE POWER SERVICE – RATE 2**

**AVAILABILITY:**

Available to all consumers whose kW demand shall be greater than 50 kW including residential and farm consumers who do not qualify under availability of service under Rate 12 or Rate 11 respectively, located on or near Seller’s line for all types of usage, subject to the established Rules and Regulations of Seller.

**TYPES OF SERVICE:**

Three Phase, 60 Hertz, available at Seller’s standard voltage.

**RATES:**

Consumer Facility Charge per Month	\$53.84 (I)
Demand Charge per kW of billing demand	\$ 6.24 (I)
Energy Charge per kWh for all kWh	\$0.06201 (I)

**DETERMINATION OF BILLING DEMAND:**

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

DATE OF ISSUE September 30 , 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 6

**LARGE POWER SERVICE – RATE 2**

**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 this maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

**MINIMUM MONTHLY CHARGE:**

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for services.
2. The charge of \$1.00 per KVA of installed transformer capacity.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 5

1st Revised SHEET NO. 300.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 300.2

**LARGE POWER SERVICE – RATE 2**

**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.
3. 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.
4. Contract – An “Agreement for Purchase of Power” may be executed by the consumer (T) for service under this rate schedule.

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

DATE OF ISSUE March 23, 2018  
MONTH / DATE / YEAR

DATE EFFECTIVE April 23, 2018  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 4/23/2018</b>
<b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.3

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 8

**LARGE POWER SERVICE – RATE 2**

**SPECIAL RULES:**

Motors having a rated capacity in the excess of ten horsepower (10 HP) must be three-phase. Motors in excess of five horsepower (5 HP) shall be provided with compensating starting equipment acceptable to the Seller.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016  
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served  
 PSC KY NO 9  
4th Revised SHEET NO. 301  
 CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 301

Shelby Energy Cooperative, Inc.  
 NAME OF UTILITY

**OUTDOOR AND STREET LIGHTING – RATE 3**

AVAILABILITY

Available to all consumers of the Cooperative, subject to the Rules and Regulations.

TYPES OF SERVICE:

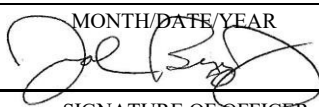
Cooperative will furnish, install, and maintain at no extra expense to the consumer, a lighting unit, in accordance with the rate schedule and conditions of service below. Cooperative will make all necessary electrical connections and furnish electricity for same which shall be controlled by a photocell to energize the unit from dusk to dawn.

MONTHLY RATES:

High Pressure Sodium:

100 Watt - Outdoor Light	\$10.55 (I)
100 Watt - Decorative Colonial Light	\$350.8 (I)
400 Watt - Directional Flood Light	\$20.95 (I)
250 Watt - Directional Flood Light	\$15.33 (I)
150 Watt - Decorative Acorn Light	\$16.86 (I)

\* All new lights will be LED. High Pressure Sodium will be phased out upon failure and replaced with LED.

DATE OF ISSUE September 30, 2021  
 MONTH/DATE/YEAR  
 DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 10

**OUTDOOR AND STREET LIGHTING – RATE 3**

**RATES:** (continued)

Service for the above units shall be unmetered and billed on the consumer’s monthly bill for other electrical service furnished by the Cooperative, at a rate in accordance with the above rate schedule.

\*All new lights will be High Pressure Sodium. Mercury Vapor lights will be phased out upon failure and replaced with HPS.

**CONDITIONS OF SERVICE:**

1. **Colonial and Acorn Installation (Served Underground)**

For installations where 120/240 volt secondary voltage is available. The Cooperative shall furnish, install, own, and maintain standoff brackets, decorative poles and fixtures for the lamp being used. The consumer shall pay the monthly rate plus any additional charges as determined plus furnish all ditching, conduit, back filling, and repaving/seeding/sodding as necessary in accordance with the Cooperative’s specifications. The consumer will install the conduit. The Cooperative will make all necessary connections. Upon termination of this service, the Cooperative shall not be required to remove underground wiring or conduit.

2. **Directional, Security and Street Lighting (Served Overhead)**

For installation on existing wood poles where 120/240 volt secondary voltage is available. Any additional required facilities may be provided by the Cooperative at an additional charge per month to be determined by the Cooperative.

3. The Cooperative shall maintain the lighting equipment including the lamp replacement at no additional cost to the consumer during normal work hours. Outages will be reported promptly.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 11

**OUTDOOR AND STREET LIGHTING – RATE 3**

CONDITIONS OF SERVICE: (continued)

4. The lighting equipment, poles and related facilities shall remain the property of the Cooperative. The consumer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.
5. 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 maintenance of the lighting equipment and for removal of lighting equipment upon termination of service under this rate schedule.
6. When additional facilities are required by the consumer, the Cooperative may furnish them at an additional charge per month to be determined by the Cooperative. These additional charges are subject to change by the Cooperative upon 30 days prior written notice. All facilities furnished by the Cooperative will be standard stocked material.
7. The Cooperative and the consumer shall execute an agreement for service under this schedule for a period of not less than one year. Cancellation by the consumer prior to the initial term will require the consumer to pay the Cooperative its cost of installation and removal of facilities plus the non-salvageable material, prorated on the basis of the remaining portion of the initial term of the contract.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.3

CANCELLING PSC KY NO. 5

Original SHEET NO. 11.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**OUTDOOR AND STREET LIGHTING – RATE 3**

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply. No reduction will be made to the consumer’s monthly charge under this schedule for service interruption time due to lamp failure or other cause beyond the control of the Cooperative.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SCHEDULE PA – POLE ATTACHMENTS**

(N)

***ARTICLE I – OVERVIEW***

**APPLICABLE**

To all territory served.

**AVAILABLE**

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative’s Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative’s Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**REGULATION**


This Schedule includes the Cooperative’s rates, terms, and conditions governing attachments to Cooperative’s Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the “**Pole Attachment Regulation**”) and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

**APPENDICES**

This Schedule includes the following appendices:

- APPENDIX A – *Application/Request to Attach*
- APPENDIX B – *Specifications for Attachments*
- APPENDIX C – *Bill of Sale (template)*
- APPENDIX D – *Performance Bond*
- APPENDIX E – *Fees and Charges*

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Effective Date: December 28, 2022  
Approved by Order of the Kentucky Public Service  
Commission entered December 28, 2022, Case No. 2022-00106

Issued by:   
Name/Title: Jack Bragg Jr. President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


**ARTICLE II – EXPLANATION OF TERMS**

For the purpose of this Schedule, the following terms shall have the following meanings:

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor 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.

(N)

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Issued by:   
Name/Title: Jack Bragg Jr. President & CEO



- J. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.
- K. **Lesser Volume Orders** are requests which seek to attach to no more than 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.

(N)

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Approved by Order of the Kentucky Public Service  
Commission entered December 28, 2022, Case No. 2022-00106

Issued by:  
Name/Title: Jack Bragg Jr. President & CEO





(N)

- Q. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).
- R. **Rearrange** or **Rearrangement** is the moving of Attachments from one position to another on a Pole.
- 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. **Stub Pole** is a utility pole that was previously used for power space but has been topped off (cut) just under the previous power neutral location, and containing any remaining attachment that prevented the Cooperative from pulling the pole.
- X. **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

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Name/Title: Jack Bragg Jr. President & CEO



<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

EFFECTIVE <b>12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.

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.
- Y. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- Z. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

**ARTICLE III – ATTACHMENTS TO POLES**

- A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee’s use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof (“NESC”), the National Electrical Code (“NEC”), the Occupational Safety and Health Act (“OSHA”) and Rural Utilities Service (“RUS”); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(N)

- 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 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.

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**ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

(N)

- A. **APPLICATION.** Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under APPENDIX A in the method and form reasonably required by Cooperative (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative’s authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
  2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party’s operations, and such use complies with the terms of this Schedule.
  3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than 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 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 writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or

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Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.

(N)

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 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. 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.


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- 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.
3. Make-Ready Estimates
- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("**Make-ready Estimate**"). Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
  - ii. Cooperative's Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.
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 written and:
      - i. State where and what Make-ready will be performed;
      - ii. State a date for completion of Make-ready (which date will be no more than thirty (30) days after the

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- 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);
- iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
  - iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
  - v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- b. For Make-ready above the Communications Space, the notice will be written and:
- i. State where and what Make-ready will be performed;
  - ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders);
  - iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
  - iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
  - v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and

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- 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. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
- iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).

5. Final Invoice

Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:

- i. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
  - ii. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.
- b. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is

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terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

- c. 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 the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

6. Deviations from Make-Ready Timeline

- i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the

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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.


- iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

7. Self-Help Remedy

- i. 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.
- ii. Cooperative and any Outside Party to 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.

C. **PROCEDURE (OTMR)**

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1. Review for Completeness.
  - i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
  - ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.
2. Surveys.
  - i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.
  - ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
  - iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.
3. Application Review on Merits
  - i. Cooperative will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.
    - a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative or an Outside Party may object to the designation by the applicant that certain Make-ready is

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- Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process.
- ii. If Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
4. Make-ready.
- i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
  - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
  - iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
  - iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be

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governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.


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.
- ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

D. OVERLASHING.

1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in


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- Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
  3. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
  4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies

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with respect to enforcement of those obligations beyond initial attachment.


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**ARTICLE V – RIGHT OF WAY FOR LICENSEE’S ATTACHMENTS**

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee’s Attachments. If the Licensee shall at any time be prevented from placing or 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.

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**ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS**

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.
- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to 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.

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- D. **CONTRACTORS (SIMPLE).** Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.
- i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.
    1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's list, but a disqualification shall be based on reasonable 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.

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**ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS**

- A. **ACTUAL INVENTORY.** The Cooperative reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on Poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles.
- B. **RESERVED.**
- C. **LICENSEE-SPECIFIC INSPECTION.** If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.
- D. **CORRECTIONS.** If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such

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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) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D – CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) 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.

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**ARTICLE VIII – DIVISION OF COSTS**


**A. DIVISION OF COSTS FOR POLES**

- i. Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement by the Cooperative consistent with the Pole Attachment Regulation.
- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Cooperative will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and retained by the Cooperative.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative’s real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility’s and Licensee’s use in anticipation of Cooperative’s future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative’s sole use. Licensee may request documentation to validate the need for future space.
- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**B. DIVISION OF COSTS FOR VIOLATIONS**

- i. If any Attachment is found to be in violation of the terms of this Schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures,

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- including removal and replacement of the pole(s) and all Transfers or other work incident thereto.
- ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.
  - iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Cooperative's gross negligence or misconduct on any third-party's facilities or property.
  - iv. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.
  - v. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Joint Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.

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- vi. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.
- vii. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**ARTICLE IX – UNAUTHORIZED ATTACHMENTS**

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:
  - i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
  - ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment
- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative harmless from and

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against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Cooperative's Specifications.

**ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS**

- A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Cooperative may:
- a. Transfer the attachment(s) at Licensee's expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative's gross negligence or willful misconduct); and/or
  - b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C – BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE 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.
- 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.

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- 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.

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**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 Poles and facilities as it sees fit in light of its own service requirements, and

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Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

**ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS**

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.


**ARTICLE XIV - PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

**ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES**

- A. Licensee shall establish and maintain a designated contact person(s) (“**Designated Contact Person(s)**”) for ordinary maintenance requests, relocation requests, and notices from Cooperative who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative’s inquiries or issues.
- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this Schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation,

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abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

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**ARTICLE XVI - REMEDIES**

A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day 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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**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.**

**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

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and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("**Losses**") relating to or arising out of Licensee's activities under this Schedule, its presence on or near Cooperative's property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

- B. The obligations of this Article shall survive the conclusion of the parties' relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative's request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any 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

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service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Cooperative or its agents.

- E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Cooperative's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Cooperative's poles.
- F. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).**

**ARTICLE XIX – CONSTRUCTION**

The headings in this Schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.


**ARTICLE XX – ASSIGNMENT OF RIGHTS**

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

**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

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(30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.


3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

5. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Cooperative. The purpose of the bond is to ensure 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

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reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.


B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of 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

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assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

G. Additional Insurance. Cooperative shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.


**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

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Name/Title: Jack Bragg Jr. President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)




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unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Schedule.

(N)

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**APPENDIX A – APPLICATION / REQUEST TO ATTACH**

Cooperative will make available and provide electronic copies of attachment application upon request.

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**APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS**

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with ARTICLE III.
- 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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**C. Anchors and Guys**

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the anchor Cooperative's specific prior written consent.
4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.


**D. Certification of Licensee's Design**

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. 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.
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

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(N)



(N)

Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.


4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.

5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.

6. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.

7. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

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(N)

**APPENDIX C – BILL OF SALE (template)**

**BILL OF SALE**

Agreement made this     day of \_\_\_\_\_, 20     , by and between, a company/corporation with a principal office in, \_\_\_\_\_, hereinafter called Buyer, and \_\_\_\_\_, a company/corporation, with a principal office in \_\_\_\_\_, authorized to do and doing business in, \_\_\_\_\_, hereinafter called Seller.

For and in consideration of the sum of \$ \_\_\_\_\_ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following “Pole(s)” located in, \_\_\_\_\_ County, \_\_\_\_\_, (State): \_\_\_\_\_.


Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an “as is” and “where is” condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
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

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
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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 Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Telecommunication Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

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<b>Linda C. Bridwell</b> Executive Director


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**APPENDIX D – PERFORMANCE BONDS**

A performance bond in the amount of \$10,000 or \$75 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

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<b>Linda C. Bridwell</b> Executive Director

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**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 thirty (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 \$34.59. 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:

**Annual charge as follows:**

Two-party Pole Attachment	\$5.30
Three-party Pole Attachment	\$4.50
Two-party Anchor Attachment	\$6.86
Three-party Anchor Attachment	\$4.52
Two-party Grounding Attachment	\$.24
Three-party Grounding Attachment	\$.15

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Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 303  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 303

**OFF-PEAK RETAIL MARKETING (ETS) - RATE 9**

AVAILABILITY OF SERVICE:

The special marketing rate is made as an attachment to Rate GS-11 & Rate 12 and all other terms of that rate apply except those covered here. It is available for specific marketing programs as approved by Shelby Energy's Board of Directors.

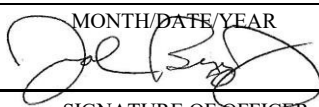
The electric power furnished under this marketing program shall be separately metered for each point of delivery and is applicable during the below listed off-peak hours. This rate is available to customers already receiving service under Rate GS-11 & Rate 12. This marketing rate applies only to programs which are expressly approved by the Public Service Commission to be offered under the Marketing Rate of East Kentucky Power Cooperative's Wholesale Power Rate Schedule E.

<u>Months</u>	<u>Hours Applicable – EST</u>
May through September	10:00 P.M. to 10:00 A.M.
October through April	12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.

Rates

The energy rate for this program is as listed below:

All kWh \$0.06064 (I)

DATE OF ISSUE	September 30 , 2021 MONTH/DATE/YEAR	<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
DATE EFFECTIVE	October 1, 2021 MONTH/DATE/YEAR	
ISSUED BY	 SIGNATURE OF OFFICER	<b>Linda C. Bridwell</b> Executive Director
TITLE	President & CEO	<b>EFFECTIVE</b>
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. <u>2021-00117</u> DATED <u>September 30, 2021</u>		<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 303.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 16

**OFF-PEAK RETAIL MARKETING RATE (ETS)**

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**FUEL ADJUSTMENT CHARGE:**

All rates are applicable to the Fuel Adjustment Clause and may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed ten percent (10%) and is based on a twelve (12) month moving average of such losses. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
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

**2/5/2016**

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

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 304  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 304

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

**GENERAL SERVICE – RATE 11**

**AVAILABILITY:**

Available for commercial, small power and non-residential purposes for single phase and three phase loads below 50 kW, subject to the established Rules and Regulations.

**TYPE OF SERVICE:**

Single phase and three phase, 60 Hertz, at available secondary voltage.

**RATES:**

Consumer Facility Charge per Month:		
Single Phase Service	\$18.57	(I)
Three Phase Service	\$41.27	(I)
Energy Charge per kWh	\$0.09187	(I)

**MINIMUM MONTHLY CHARGE:**


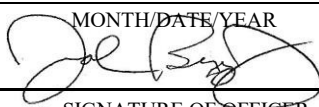
The minimum monthly charge under this schedule shall be the consumer facility charge. Where it is necessary to extend or reinforce existing facilities, the minimum charge may be increased to assure adequate compensation for added facilities.

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE	September 30 , 2021 MONTH/DATE/YEAR	<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>  <b>Linda C. Bridwell</b> Executive Director  
DATE EFFECTIVE	October 1, 2021 MONTH/DATE/YEAR	
ISSUED BY	 SIGNATURE OF OFFICER	<b>EFFECTIVE</b>  <b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
TITLE	President & CEO	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. <u>2021-00117</u> DATED <u>September 30, 2021</u>		

FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 304.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 304.1

**GENERAL SERVICE – RATE 11**

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

**SPECIAL RULES:**

Motors having a rated capacity in excess of ten horsepower (10HP) must be three-phase. Motors in excess of five horsepower (5HP) shall be provided with compensating starting equipment acceptable to the Seller.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover the estimated consumption of electricity. Both fees will be paid in advance.

**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.

3. 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.

(N) ↓

DATE OF ISSUE August 4, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2016-00434 DATED July 31, 2017

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>John Lyons</b> ACTING EXECUTIVE DIRECTOR

<b>EFFECTIVE 7/31/2017</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 305  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 305

**RESIDENTIAL SERVICE – RATE 12**

**AVAILABILITY:**

Available for residential homes for loads below 50 kW, subject to the established Rules and Regulations.

**TYPE OF SERVICE:**

Single phase service for residential dwellings.

**RATES:**

Consumer Facility Charge per Month	\$15.48	(I)
Energy Charge per kWh	\$0.08960	(I)

**MINIMUM MONTHLY CHARGE:**

The minimum monthly charge under this schedule shall be the consumer facility charge. Where it is necessary to extend or reinforce existing facilities, the minimum charge may be increased to assure adequate compensation for added facilities.

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 305.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 106

**RESIDENTIAL SERVICE – RATE 12**

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

**SPECIAL RULES:**

Motors having a rated capacity in excess of ten horsepower (10HP) must be three-phase. Motors in excess of five horsepower (5HP) shall be provided with compensating starting equipment acceptable to the Seller.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover the estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 306  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 306

**PREPAY SERVICE – RATE 15**

**STANDARD RIDER:**

Shelby Energy Cooperative’s Prepay Service (“Prepay”) is an optional rider to Rate 12 – Residential Service as defined by the Cooperative.

**AVAILABILITY:**

All Rate 12 - Residential services, excluding accounts on Levelized/Fixed Budget, Automatic Draft, Net Metering and three-phase accounts within the territory served by Shelby Energy Cooperative.

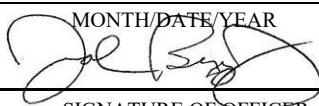
**RATES:**

Consumer Facility Charge per Day: \$ 0.52 (I)  
Energy Charge per kWh: \$ 0.08960 (I)  
Prepay Service Fee per Day: \$ 0.10

**TERMS & CONDITIONS:**

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

1. Each member electing Prepay service will be subject to all other applicable rules and regulations which apply to members using the residential tariff, without the Prepay rider.
2. Members should have internet access or the ability to receive electronic communications, including texting services to participate in the voluntary Prepay service.
3. Any member choosing to enroll in Prepay service shall sign a *Prepay Service Agreement* (“Agreement”). The Agreement shall remain in effect until the member notifies Shelby Energy, in writing, to cancel the Agreement.
4. Upon written cancellation of the Agreement, the member shall be subject to the conditions of the applicable tariff, without the Prepay rider. In accordance with Shelby Energy’s current Rules and Regulations, this may require a security deposit to be paid by the member at the time of cancellation of the Prepay service.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.1

**PREPAY SERVICE – RATE 15**

**TERMS & CONDITIONS:** (continued)

5. Any special equipment issued to the member for participation in Prepay service shall be returned in good working condition by the member. Refusal by the member to return the equipment shall result in replacement cost of the equipment being charged to the member.
6. The Consumer Facility Charge and Energy Charge will be the same as Shelby Energy’s applicable residential tariff. The Energy Charge per kWh will be calculated and deducted from the member’s account on a daily basis. The Consumer Facility Charge and Prepay Service Fee will be pro-rated and deducted from the member’s account on a daily basis.
7. The Fuel Cost Adjustment and Environmental Surcharge will be charged or credited to the account daily. The Fuel Adjustment and Environmental Surcharge will be the rates in effect for the time of the daily update.
8. The Prepay account will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
9. At the time Prepay service is activated for an account, the initial purchase/funding for the account is recommended to be a minimum of \$100.00. Purchases beyond the point of activation will be at an increment of the member’s choosing, with a minimum purchase being \$20.00. Members may apply funds to a Prepay account by most payment methods available for post-pay service and provided on Shelby Energy’s website at: **www.shelbyenergy.com**
10. When a member selects to participate in Prepay service and has a security deposit on file, the deposit and any accumulated interest will not be refunded. The deposit will be converted into a credit on the Prepay account going forward. No crediting of the deposit to the Prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s).
11. If a member who has not participated in Prepay service is disconnected for non-payment, the member may request to be reconnected and enrolled in Prepay service. If the member is unable to pay the

DATE OF ISSUE January 5, 2016  
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.2

**PREPAY SERVICE – RATE 15**

**TERMS & CONDITIONS:** (continued)

account balance in full for the disconnected account, a payment plan will be established whereby future purchases for the Prepay account will be split 70/30 until the previous account balance is retired. Seventy percent (70%) of future purchases will be applied to funding the Prepay account and thirty percent (30%) will be applied towards retirement of the previous account balance minus any applicable deposit.

- 12. A prior member, who discontinued service at Shelby Energy without paying the final bill, (i.e. an uncollectible account/bad debt) will be required to pay the past-due amount prior to establishing Prepay service. If the member is unable to pay the past-due amount in full, a payment plan will be established whereby future purchases for the Prepay account will be split 50/50 until the debt is retired. Fifty percent (50%) of future purchases will be applied to funding the Prepay account and fifty percent (50%) will be applied towards retirement of the debt.
- 13. If a member enrolls in Prepay service, the total amount of an existing payment arrangement will transfer to the Prepay account and installments will be paid as agreed by the existing arrangement, or by a revised installment schedule as agreed by the member and Shelby, until paid in full.
- 14. Once an account is enrolled in Prepay service, the account will no longer be eligible for additional payment arrangements.
- 15. Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting document of commitment from the agency providing assistance.
- 16. When a Prepay account reaches a balance of \$25.00, an automated message(s) will be processed and sent to the member and no written notice will be sent by mail.
- 17. If a payment on a Prepay account is returned for any reason, the account is subject to the \$25.00 service fee as provided in Shelby Energy’s Rules and Regulations.

DATE OF ISSUE January 5, 2016  
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.3

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.3

**PREPAY SERVICE – RATE 15**

**TERMS & CONDITIONS:** (continued)

- 18. Members presenting a Winter Hardship Reconnect, Certificate of Need or Medical Certificate as provided in 807 KAR 5:006, Sections 14, 15 and 16 will be removed from Prepay service and the account will return to the status of a post-pay account.
- 19. A monthly paper bill will not be mailed to a member who elects to participate in Prepay service. The member may view their Prepay account status on Shelby Energy’s website. Based on the Prepay notification system, the account should not be eligible for past-due status, therefore; a delinquent notice will not be processed or mailed.
- 20. A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature as the member is responsible for ensuring that the Prepay account is adequately funded. Shelby Energy discourages participation in the Prepay program if the member cannot ensure proper funding.
- 21. If a Prepay account is disconnected due to lack of funds or any other reason, Shelby Energy shall be held harmless for any damages due to loss of energy service. In addition, if the account is disconnected and the member applies funds to the account which results in the account being reconnected, the member accepts full responsibility for the damages resulting.
- 22. Prepay accounts will be billed daily with a month-end billing being processed to finalize any applicable miscellaneous fees such as billing contracts, EnviroWatts, WinterCare, etc.
- 23. If a request is made to disconnect the service for a Prepay account, any remaining balance will be transferred to other active accounts, if applicable, or refunded in form of a check.
- 24. Should damage occur to the equipment as a result of malice or neglect by the member, the member shall be billed for the replacement cost of the equipment.
- 25. Members may check the status of a Prepay account by utilizing Shelby Energy’s website or by contacting the office.

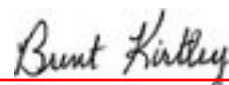
DATE OF ISSUE January 5, 2016  
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016  
MONTH / DATE / YEAR

ISSUED BY   
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 307  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 307

**OPTIONAL T-O-D DEMAND – RATE 22**

**AVAILABILITY:**

Available to all consumers whose KW demand shall be greater than 200 KW, including consumers who do not qualify under availability of service under Rate 11 or Rate 12, located on or near Seller's line for all types of usage, subject to the established Rules and Regulations of Seller.

**TYPES OF SERVICE:**

Three-phase, 60 Hertz, available at Seller's standard voltage.

**RATE:**

<u>Consumer Charge</u>			
\$ 47.38			(I)
<u>Demand Charge</u>			
\$ 6.21 per month per KW of billing demand			(I)
<u>Energy Charge</u>			
First	100 kWh per KW demand	\$ 0.07138 per kWh	(I)
Next	100 kWh per KW demand	\$ 0.06478 per kWh	(I)
All over	200 kWh per KW demand	\$ 0.05819 per kWh	(I)

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE October 1, 2021  
MONTH/DATE/YEAR  
ISSUED BY [Signature]  
SIGNATURE OF OFFICER  
TITLE President & CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN  
CASE NO. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 40

**OPTIONAL T-O-D DEMAND – RATE 22**

**DETERMINATION OF BILLING DEMAND**

The billing demand shall be the maximum kilowatt demand established by the consumer during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

**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 maximum billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 41

**OPTIONAL T-O-D DEMAND – RATE 22**

**MINIMUM MONTHLY CHARGE:**

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for services.
2. The charge of \$1.00 per KVA of installed transformer capacity.

**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.

3. 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.

4. Contract – An “Agreement for Purchase of Power” shall be executed by the consumer for service under this rate schedule.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.3

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 42

**OPTIONAL T-O-D DEMAND – RATE 22**

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**SPECIAL RULES:**

Motors having a rated capacity in the excess of ten horsepower (10 HP) must be three-phase. Motors in excess of five horsepower (5 HP) shall be provided with compensating starting equipment acceptable to the Seller.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

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

**2/5/2016**

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

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 308

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 308

Shelby Energy Cooperative  
(NAME OF UTILITY)

**RENEWABLE ENERGY PROGRAM – RATE 24**

**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 (“REC”). There are three (3) options. Shelby Energy Cooperative, via its participation in East Kentucky Power Cooperative’s (EKPC) Renewable Energy Program (Envirowatts), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase Renewable Energy Certificates. Alternatively, the retail member, Shelby Energy Cooperative, 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.
- b) A REC is the tradeable 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.

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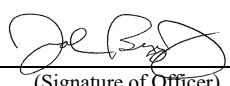
**AVAILABILITY OF SERVICE**

This rider is available to any retail members 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.

DATE OF ISSUE November 1, 2021  
Month / Date / Year

DATE EFFECTIVE December 3, 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  
12/3/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 308.1

Shelby Energy Cooperative  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 308.1

**RENEWABLE ENERGY PROGRAM – RATE 24 (continued)**

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

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

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**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 Shelby Energy Cooperative and EKPC to purchase, supply or secure a minimum renewable capacity of 1 MW. 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 Shelby Energy Cooperative, Inc. and EKPC, will determine the type of renewable resource and amount of RECs the Shelby Energy Cooperative, Inc. 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 the such RECs they will purchase. EKPC may sell and retire RECs generated by EKPC when applicable with a market-based rate per REC.**

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**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 monthly annual usage**

DATE OF ISSUE November 1, 2021  
Month / Date / Year  
DATE EFFECTIVE December 3, 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**  
**12/3/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

*2nd Revised* SHEET NO. 308.2

CANCELLING PSC KY NO. 9

*1st Revised* SHEET NO. 308.2

Shelby Energy Cooperative  
(NAME OF UTILITY)

**RENEWABLE ENERGY PROGRAM – RATE 24 (continued)**

**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.

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 Shelby Energy Cooperative per individual renewable energy agreements. The credit amount is based on the total of the avoided costs from 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 of the PJM Localized Marginal Cost.

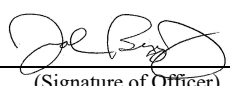
**Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Shelby Energy Cooperative, Inc. or EKPC. They will have the option to instruct Shelby Energy Cooperative and EKPC to purchase: (i) RECs covering a set percentage of 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 the Shelby Energy Cooperative 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.**

N

**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.

DATE OF ISSUE November 1, 2021  
Month / Date / Year  
DATE EFFECTIVE December 3, 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  
12/3/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 308.3

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 308.3

Shelby Energy Cooperative  
(NAME OF UTILITY)

**RENEWABLE ENERGY PROGRAM – RATE 24 (continued)**

**Under Option C, Shelby Energy Cooperative, Inc. 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 Shelby Energy Cooperative 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.**

N

**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 3, 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 \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/3/2021</b> 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 <DATE> day of <MONTH>, <YEAR>, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); Shelby Energy Cooperative, Inc. with its principal place of business at 620 Old Finchville Road, Shelbyville, KY 40065 (“Cooperative”); and the following identified commercial or industrial end-use retail person (“Customer”), who is a Member of Cooperative:

Customer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address(es): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

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

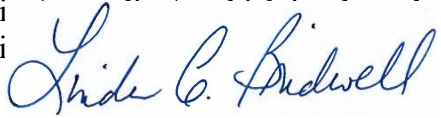
WHEREAS, Customer desires and agrees to purchase, and EKPC and Cooperative are both willing and agree to sell, renewable energy and/or purchase and retire REC’s from a renewable resource(s) to offset a portion or all of the energy consumed by the Customer at the above-listed service address(es) and account(s);

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

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

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2. **Purchase and Sale of Renewable Energy Credits.** The Customer may direct Cooperative and EKPC to offset up to all of the Customer’s energy consumption, resulting in that portion of energy consumed to be considered renewable, by purchasing and retiring RECs equal to the amount designated by the Customer. The amount of RECs to be purchased and retired shall be designated as: covering a set percentage of the Customer’s energy consumption each month; setting a particular dollar amount for REC purchases per month; or designating a set number of megawatt hours (“MWhs”) to be covered by REC purchases. The calculations and elections necessary to fulfill the obligation to purchase and retire RECs are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full. EKPC will act as the participating retail member’s REC purchasing agent including settling the REC market transactions and REC retirements. The Customer may instruct Cooperative and EKPC to secure an advance purchase of RECs in the amount not to exceed 12 months of projected REC need pursuant to the terms in this Agreement.
  
3. **Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses for purposes of determining the amount of renewable energy and RECs allowed to be purchased pursuant to the terms of this Agreement. The sum of the renewable energy purchases and REC purchases by Customer shall not exceed the Customer’s energy usage at all accounts listed above.
  
4. **Transmission.** EKPC shall arrange and be responsible for all transmission service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the point(s) of delivery of all current and future non-renewable energy sales to the Cooperative and from which the Cooperative’s electric distribution system currently delivers energy to the Customer. EKPC shall schedule or arrange for scheduling services with its transmission providers to deliver the renewable energy to said point(s) of delivery.
  
5. **Distribution.** The Cooperative shall arrange and be responsible for all distribution service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the Customer’s meter(s).
  
6. **Title and Risk of Loss.** Title to and risk of loss related to the renewable energy acquired herein shall transfer: (a) from EKPC to the Cooperative at the delivery point(s) for all energy delivered to the Cooperative currently and in the future; and (b) from the Cooperative to the Customer at the Customer’s meter. EKPC and Cooperative both warrant that they will deliver the renewable energy to the Customer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Customer’s meter.
  
7. **Renewable Resources.** The Customer may choose or resource from which the renewable energy

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

8. **Pricing.**

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

(b) **REC Pricing.** Customer shall pay to Cooperative and Cooperative shall pay to EKPC the market value of the RECs purchased on the Customer's behalf without mark-up from either Cooperative or EKPC. EKPC will increase the Cooperative's monthly wholesale bill for the RECs purchased at the market price plus a monthly transactional fee of \$100. 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. The invoice shall provide sufficient information to calculate the charges for renewable energy sales were calculated.

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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, sold hereunder and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy 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, but not be limited to, the occurrence of any of the following:

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- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to receive the renewable energy, the exclusive remedy for which is provided in paragraph <eleven (11)> 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 L

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Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

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

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

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

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

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

(B) half the current sum of the 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 below "A" from S&P or Fitch or "A2" from Moody's, inclusive;

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

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

(A) the current sum of the Supplier Early Termination Payment if:  
(1) EKPC's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; or  
(2) an Event of Default on the part of EKPC has occurred;

(B) half the current sum of the Supplier Early Termination Payment if EKPC's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from Standard & Poor's or "Baa2" from Moody's, inclusive; or

(C) zero if the EKPC's highest Credit Rating is better than "A" with S&P or Fitch or "A2" from Moody's.

(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Supplier Early Termination Payment shall be calculated quarterly. If EKPC provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and Customer will release the excess Performance Assurance as appropriate. For purposes of 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.

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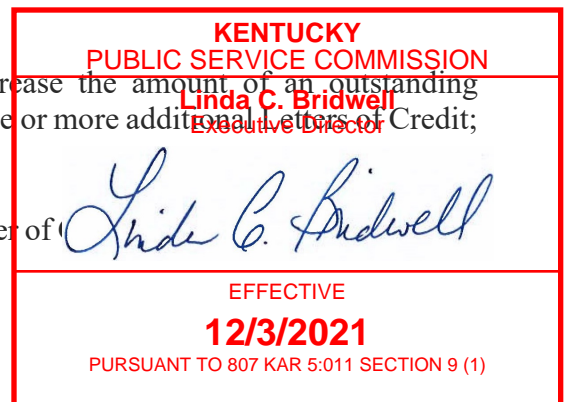


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- (iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination Payment or the Supplier Early Termination Payment, as applicable, is equal to or less than \$5,000.
  
- (c) **Form of Performance Assurance.** Unless otherwise agreed to in writing by EKPC and Customer, the form of any Performance Assurance required herein shall be an irrevocable, transferable, standby Letter of Credit, issued by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a Credit Rating of at least (a) "A-" by S&P or "A3" by Moody's; and (ii) having a capitalization of at least \$1,000,000,000. The Letter of Credit must be substantially in a form set forth in Appendix B hereto, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof. The costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by the Pledging Party.
  
- (d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:
  - (i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Credit that is issued by a bank acceptable to the Secured Party 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




irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as the Pledging Party's true and lawful attorney-in-fact with full irrevocable power and authority to act in the name, place and stead of the Pledging Party or in the Secured Party's own name, from time to time in the Secured Party's discretion, but only in strict adherence to the terms set forth in the Letter of Credit, for the purpose of taking any and all action and executing and delivering any and all documents or instruments which may be necessary or desirable to accomplish the purposes of this Paragraph 19.

(e) **Exercise of Rights Against Performance Assurance.** In the event that: (1) an Event of Default with respect to the Pledging Party has occurred and is continuing, and all required notices have been given and any cure periods set forth in this Agreement have run; or (2) the Agreement is terminated by any Party prior to the expiration of the term, a Secured Party may exercise any one or more of the rights and remedies provided under the Agreement or as otherwise available under applicable Kentucky law, including, without limitation, exercising any one or more of the following rights and remedies:

- (i) all rights and remedies available to a secured party under the Kentucky Uniform Commercial Code and other applicable Laws with respect to the Performance Assurance held by or for the benefit of the Secured Party;
- (ii) the right to set off any Performance Assurance held by or for the benefit of the Secured Party against, and in satisfaction of, any amount payable by the Pledging Party in respect of any of its obligations; and
- (iii) the right to draw in strict adherence with the terms on any outstanding Letter of Credit issued for its benefit. A Secured Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. The Pledging Party shall in all events remain liable to the Secured Party for any amount payable by the Pledging Party in respect of any of its Obligations remaining unpaid after any such liquidation, application and set off.

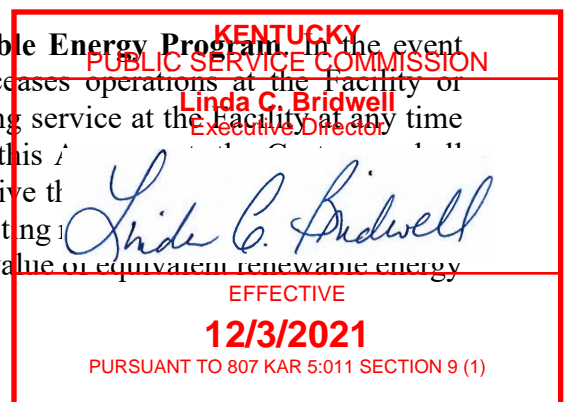
(f) **Encumbrance; Grant of Security Interest.** As security for the prompt and complete payment of all amounts due or that may now or hereafter become due from a Party to the other Party and the performance by a Party of all covenants and obligations to be performed under this Agreement, each Party hereby pledges, and the other Parties, and hereby grants to

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continuing security interest in and to, and a general first lien upon and right of setoff against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Parties and each Party agrees to take such action as the other Parties reasonably request in order to perfect the other Party's continuing security interest in, and lien on (and right of setoff against), such Performance Assurance.

- (g) **Guaranty.** Customer's obligations with regard to payment and the provision of Performance Assurance may be assumed by an affiliated guarantor of the Customer who shall be permitted to use its own Credit Rating from Standard & Poor's, Fitch or Moody's for purposes of calculating any Performance Assurance amounts due hereunder. Any such Guaranty shall be in a form substantially similar to that set forth in Appendix B and that is acceptable to EKPC and Cooperative in their respective sole and exclusive discretion. The Customer may substitute an affiliated entity as its Guarantor after having received the express written consent of EKPC and Cooperative, which shall not be unreasonably withheld, to do so. The existence of a Guarantor shall not relieve or excuse the Customer from any obligations set forth in this Agreement.
- (h) **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to [DATE] (and by December 31<sup>st</sup> 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 levelized cost of existing the forward market value of equivalent renewable energy



times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) within 30 days from the date the Customer ceases operations at the Facility or stops taking service at the Facility; and

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

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

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

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

20. **Disputes and Adjustments of Bills.** A Party 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 amount shall be required to be made when due, with notice of such dispute to the other Parties. Any invoice dispute or invoice adjustment

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

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

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


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

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

23. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of renewable energy and the sale of renewable energy is dependent upon numerous factors, including many which are beyond the control of EKPC and the Cooperative. EKPC and the Cooperative shall not be responsible or liable for any disruption or prevention of the production of renewable energy from any generation resource that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, 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 purchased herein, the Customer agrees to accept

  
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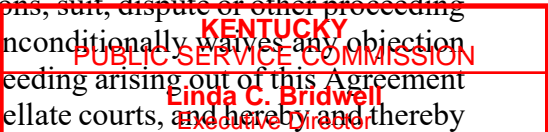


Cooperative under the terms and conditions of the Cooperative's tariffs and rate schedules in effect at such time(s).

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



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

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

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

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

<CUSTOMER>

**Shelby Energy Cooperative, Inc.**

\_\_\_\_\_  
CUSTOMER NAME (please print)

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

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE

**EAST KENTUCKY POWER COOPERATIVE, INC.**

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

\_\_\_\_\_  
SIGNATURE



**APPENDIX A**  
**ORDER SUMMARY**

**Renewable Energy Resources (If Applicable)**

Customer's Average Annual Energy Consumption = \_\_\_\_\_ MWhs per year

Amount of Renewable Energy to be Purchased = \_\_\_\_\_ MWhs per year

Equivalent MWs of Capacity to be Purchased = \_\_\_\_\_ MWs

**Renewable Energy Credits (If Applicable)**

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

\_\_\_\_\_ % of Customer's monthly energy consumption\*\*;

\_\_\_\_\_ Dollars per month; or

\_\_\_\_\_ MegaWatt Hours per month\*\*

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

\_\_\_\_\_ Solar \_\_\_\_\_ % of RECs

\_\_\_\_\_ Wind \_\_\_\_\_ % of RECs

\_\_\_\_\_ Hydro \_\_\_\_\_ % of RECs

\_\_\_\_\_ Landfill Methane Gas \_\_\_\_\_ % of RECs

\_\_\_\_\_ Biomass \_\_\_\_\_ % of RECs

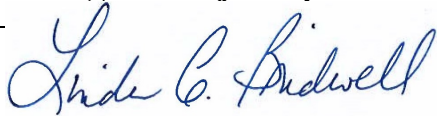
\_\_\_\_\_ Least-Cost Resource \_\_\_\_\_ % of RECs

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

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

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**APPENDIX B**

**FORM OF GUARANTY**

**GUARANTY AGREEMENT**

This is a GUARANTY AGREEMENT (the “Guaranty Agreement”), dated and effective as of January \_\_, 2020, by and between: **East Kentucky Power Cooperative, Inc.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”), **Shelby Energy Cooperative, Inc.**, a Kentucky corporation with its principal offices at 620 Old Finchville Road, Shebyville, KY 40065 (“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 obligations under the Industrial Power Agreement (collectively, the “Guaranteed Obligations”).

2. **Obligations Unconditional.** This is an unconditional and irrevocable guaranty of payment and performance. If for any reason Customer fails to perform its obligations under the Industrial Power Agreement or any condition, covenant, term or condition of the Industrial Power Agreement, or if any event of default occurs thereunder and any

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

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

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

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

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

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

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

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

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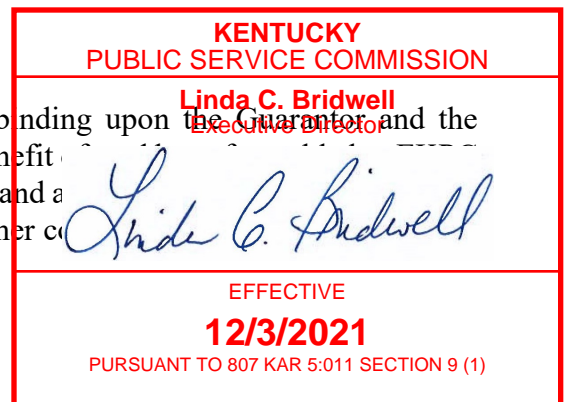
reliance upon this Guaranty Agreement; notice of the present existence or future incurring by Customer of any of its Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default (whether to the Guaranteed Obligations or of any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

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

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

7. **Miscellaneous.**

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





Guaranteed Obligations.

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

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

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

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

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

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

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

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

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

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been brought in an inconvenient forum.

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

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

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Shelby Energy Cooperative, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**[GUARANTOR]**

By: \_\_\_\_\_

Title: \_\_\_\_\_



FOR All Territory Served  
PSC KY NO 9  
3rd Revised SHEET NO. 309  
NAME OF UTILITY Shelby Energy Cooperative, Inc.  
CANCELLING PSC KY NO. 9  
2nd Revised SHEET NO. 309

**SPECIAL OUTDOOR LIGHTING SERVICE – RATE 33**

AVAILABILITY OF SERVICE:

This schedule is available to any consumer requesting luminaries for dusk to dawn outdoor or street lighting service of a type not provided under other rate schedules, and is subject to the established Rules & Regulations of the Cooperative.

TYPE OF SERVICE:

The Cooperative will install and maintain automatic outdoor or street lighting of the desired type by the consumer, single phase, 60 Hertz at available secondary voltage.

RATES

The monthly charge will be the sum of items (1) and (2) below.

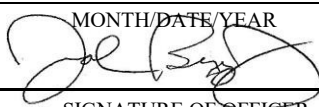
- 1. The Energy Rate for each type of lamp shall be \$ 0.05811 per kWh (I)  
as determined by the following formula:

Monthly Rated kWh = (4100 hours per year X Manufacturers total input rating in watts) divided by (12 X 1000)

- 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 shall be 1.4027 percent of the total investment in these special facilities.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in KAR 5:056.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 DATED September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 310  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 310

**LARGE INDUSTRIAL RATE – SCHEDULE B1**

AVAILABILITY:

Applicable to contracts with demands of 500 to 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

RATES:

Consumer Facility Charge per Month	\$ 633.60	(I)
Demand Charge per kW of Contract Demand	\$ 7.40	(I)
Demand Charge per kW in Excess of Contract Demand	\$10.30	(I)
Energy Charge per kWh	\$ 0.04979	(I)

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 load center's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours of each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 310.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 18

**LARGE INDUSTRIAL RATE – SCHEDULE B1**

**MINIMUM MONTHLY CHARGE:**

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

- a) Consumer Charge.
- b) 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.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh.
- d) Contract provisions that reflect special facilities requirements.

**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 this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 310.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 310.2

**LARGE INDUSTRIAL RATE – SCHEDULE B1**

**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.

3. 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.

(N)  
↓

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE August 4, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2016-00434 DATED July 31, 2017

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>John Lyons ACTING EXECUTIVE DIRECTOR</b>

<b>EFFECTIVE 7/31/2017</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served  
 PSC KY NO 9  
4th Revised SHEET NO. 311  
 CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 311

Shelby Energy Cooperative, Inc.  
 NAME OF UTILITY

**LARGE INDUSTRIAL RATE – SCHEDULE B2**

**AVAILABILITY:**

Applicable to contracts with demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

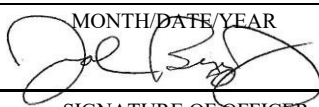
**RATES:**

Consumer Facility Charge per Month	\$ 1,266.41	(I)
Demand Charge per kW of Contract Demand	\$ 7.40	(I)
Demand Charge per kW in Excess of Contract Demand	\$ 10.30	(I)
Energy Charge per kWh	\$ 0.04329	(I)

**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 load center's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours of each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE September 30, 2021  
 MONTH/DATE/YEAR  
 DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 311.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 21

**LARGE INDUSTRIAL RATE – SCHEDULE B2**

**MINIMUM MONTHLY CHARGE:**

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

- a) Consumer Charge.
- b) 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.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh.
- d) Contract provisions that reflect special facilities requirements.

**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 this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 311.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 311.2

**LARGE INDUSTRIAL RATE – SCHEDULE B2**

**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, poles lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
3. **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.

(N)  
↓

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE August 4, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2016-00434 DATED July 31, 2017

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>John Lyons ACTING EXECUTIVE DIRECTOR</b>
 <b>EFFECTIVE 7/31/2017</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 312  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 312

**LARGE INDUSTRIAL RATE – SCHEDULE B3**

**AVAILABILITY:**

Applicable to contracts with demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

**RATES:**

Consumer Facility Charge per Month		
Transformer Size of 10,000 – 14,999 kVa	\$ 3,530.38	(I)
Transformer Size of 15,000 kVa and greater	\$ 5,603.59	(I)
Demand Charges per kW of Contract Demand	\$ 7.40	(I)
Demand Charge per kW in Excess of Contract Demand	\$ 10.30	(I)
Energy Charge per kWh	\$ 0.04268	(I)

**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 consumer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours of each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 312.1

CANCELLING PSC KY NO. 5

1<sup>st</sup> Revised SHEET NO. 24

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**LARGE INDUSTRIAL RATE – SCHEDULE B3**

**MINIMUM MONTHLY CHARGE:**

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

- a) Consumer Charge.
- b) 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.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh.
- d) Contract provisions that reflect special facilities requirements.

**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 this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 312.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 312.2

**LARGE INDUSTRIAL RATE – SCHEDULE B3**

**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, poles lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

3. 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.

(N)  
↓

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE August 4, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2016-00434 DATED July 31, 2017

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>John Lyons ACTING EXECUTIVE DIRECTOR</b>

<b>EFFECTIVE 7/31/2017</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 313  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 313

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

**LARGE INDUSTRIAL RATE – SCHEDULE C1**

**AVAILABILITY:**

Applicable to contracts with demands of 500 to 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract billing demand. These contracts will be two “two-party” contracts with the first one being between the Seller and the Cooperative association and the second one being between Seller and the ultimate consumer.

**RATES:**

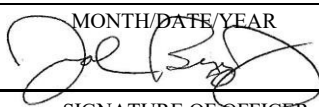
Consumer Facility Charge per Month	\$ 633.81	(I)
Demand Charge per KW of Billing Demand	\$ 7.40	(I)
Energy Charge per kWh	\$ 0.04979	(I)

**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 peak demand during the current month or preceding eleven months. The peak demand shall be the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 313.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 27

**LARGE INDUSTRIAL RATE – SCHEDULE C1**

**MINIMUM MONTHLY CHARGE:**

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

- a) The product of the billing demand multiplied by the demand charge, plus
- b) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

**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 this maximum demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

**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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 313.2

CANCELLING PSC KY NO. 9

Original SHEET NO. 313.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**LARGE INDUSTRIAL RATE – SCHEDULE C1**

**SPECIAL PROVISIONS:** (continued)

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.

3. 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.

(N)  
↓

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE August 4, 2017

MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017

MONTH / DATE / YEAR

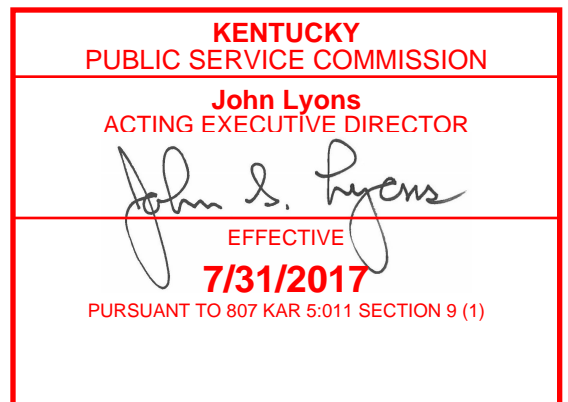
ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2016-00434 DATED July 31, 2017



FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 314  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 314

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

**LARGE INDUSTRIAL RATE – SCHEDULE C2**

**AVAILABILITY:**

Applicable to contracts with demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract billing demand. These contracts will be two “two-party” contracts with the first one being between the Seller and the Cooperative association and the second one being between Seller and the ultimate consumer.

**RATES:**

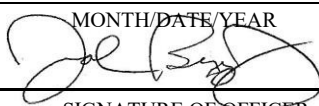
Consumer Facility Charge per Month	\$ 1, 266.43	(I)
Demand Charge per KW of Billing Demand	\$ 7.40	(I)
Energy Charge per kWh	\$ 0.04329	(I)

**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 peak demand during the current month or preceding eleven months. The peak demand shall be the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE September 30 , 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 314.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 30

**LARGE INDUSTRIAL RATE – SCHEDULE C2**

**MINIMUM MONTHLY CHARGE:**

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

- a) The product of the billing demand multiplied by the demand charge, plus
- b) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

**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 this maximum demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

**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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 314.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 314.2

**LARGE INDUSTRIAL RATE – SCHEDULE C2**

**SPECIAL PROVISIONS:** (continued)

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.

3. 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.

(N)  
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**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE August 4, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017  
MONTH / DATE / YEAR

ISSUED BY *Delma J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2016-00434 DATED July 31, 2017

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>John Lyons</b> ACTING EXECUTIVE DIRECTOR

EFFECTIVE <b>7/31/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served  
 PSC KY NO 9  
4th Revised SHEET NO. 315  
 CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 315

Shelby Energy Cooperative, Inc.  
 NAME OF UTILITY

**LARGE INDUSTRIAL RATE – SCHEDULE C3**

**AVAILABILITY:**

Applicable to contracts with demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

**RATES:**

Consumer Facility Charge per Month		
Transformer Size of 10,000 – 14,999 kVa	\$ 3,530.38	(I)
Transformer Size of 15,000 kVa and greater	\$ 5,603.59	(I)
Demand Charge per kW	\$ 7.40	(I)
Energy Charge per kWh	\$ 0.04268	(I)

**BILLING DEMAND:**

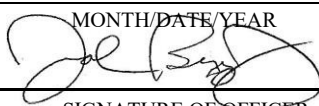
The monthly billing demand shall be the greater of (a) or (b) listed below:

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

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE September 30, 2021  
 MONTH/DATE/YEAR

DATE EFFECTIVE 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. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 315.1

CANCELLING PSC KY NO. 5

3<sup>rd</sup> Revised SHEET NO. 33

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**LARGE INDUSTRIAL RATE – SCHEDULE C3**

**MINIMUM MONTHLY CHARGE:**

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

- a) Consumer Charge.
- b) The product of the contract demand multiplied by the contract demand charge.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh.
- d) Contract provisions that reflect special facilities requirements.

**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 this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 315.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 315.2

**LARGE INDUSTRIAL RATE – SCHEDULE C3**

**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.
3. **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.

(N)  
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**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

**TEMPORARY SERVICE:**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE August 4, 2017  
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2016-00434 DATED July 31, 2017

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

EFFECTIVE 7/31/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule Over**  
**100 kW from Dispatchable Generation Sources**

**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 EKPC and one of EKPC's member distribution systems 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 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 delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs.

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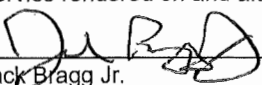
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**Terms and Conditions**

- 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.
- 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

DATE EFFECTIVE:        Service rendered on and after October 31, 2023

ISSUED BY:                  
                                     Jack Bragg Jr.  
                                     President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



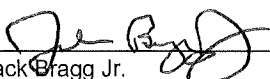
**EFFECTIVE  
10/31/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Over 100 kW from Dispatchable Generation Sources (continued)

- 4. QF shall provide reasonable default protection for EKPC and the member cooperative's system. 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  
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- 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 its member cooperative for all costs incurred as a result of interconnecting 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 QF's facility. T
- 12. In negotiating a final purchase rate, consideration shall be given to 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

DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY:   
 Jack Bragg Jr.  
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky 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 All Territory Served

PSC KY NO. 9

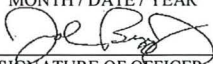
3rd Revised SHEET NO. 316.2 (D)

CANCELLING PSC KY NO. 9

2nd Revised SHEET NO. 316.2 (D)

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

RESERVED FOR FUTURE USE

DATE OF ISSUE March 31, 2021  
MONTH / DATE / YEAR  
DATE EFFECTIVE November 1, 2021  
MONTH / DATE / YEAR  
ISSUED BY   
SIGNATURE OF OFFICER  
TITLE President & CEO

KY PSC Case No. 2021-00198 Dated October 26, 2021

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

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



**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule Equal To or Less Than**  
**100 kW from Dispatchable Generation Sources**

**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 EKPC and one of EKPC's member distribution systems 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.

2-year contract      \$0

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

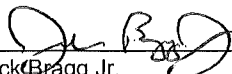
- 2. Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs.

**Terms and Conditions**

- 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 the member cooperative's system. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF.
- 4. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- 5. QF shall reimburse EKPC and its member cooperative for all costs incurred as a result of interconnecting the QF, including operation, maintenance, administration, and billing.

DATE OF ISSUE:            March 31, 2023

DATE EFFECTIVE:        Service rendered on and after October 31, 2023

ISSUED BY:                  
 Jack Bragg Jr.  
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE  
10/31/2023**

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

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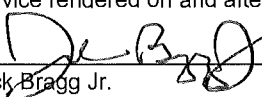


**Equal To or Less Than 100 kW from Dispatchable Generation Sources (continued)**

- 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. 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

DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY:   
 Jack Bragg Jr.  
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky 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)

**Cogeneration and Small Power Production Power Purchase  
Rate Schedule Over 100 kW from Non-Dispatchable Generation Sources**

**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 one of EKPC's member distribution systems 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

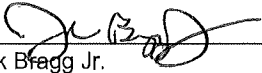
- 2. Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs.

**Terms and Conditions**

- 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.
- 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 the member cooperative's system. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF.
- 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.

DATE OF ISSUE: March 31, 2023

DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY:   
Jack Bragg Jr.  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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

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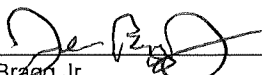
P.S.C. No. 9, Fourth Revised Sheet No. 317.1 (ND)  
Canceling P.S.C. No. 9, Third Revised Sheet No. 317.1 (ND)

Over 100 kW from Non-Dispatchable Generation Sources (continued)

- 6. QF shall reimburse EKPC and its member cooperative for all costs incurred as a result of interconnecting 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 QF's facility. T
- 12. In negotiating a final purchase rate, consideration shall be given to 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

DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY:   
 Jack Bragg Jr.  
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky 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 All Territory Served

PSC KY NO. 9

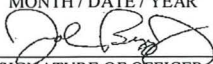
3rd Revised SHEET NO. 317.2 (D)

CANCELLING PSC KY NO. 9

2nd Revised SHEET NO. 317.2 (D)

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

RESERVED FOR FUTURE USE

DATE OF ISSUE March 31, 2021  
MONTH / DATE / YEAR  
DATE EFFECTIVE November 1, 2021  
MONTH / DATE / YEAR  
ISSUED BY   
SIGNATURE OF OFFICER  
TITLE President & CEO

KY PSC Case No. 2021-00198 Dated October 26, 2021

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

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

**Cogeneration and Small Power Production Power Purchase  
Rate Schedule 100 kW or Less from Non-Dispatchable Generation Sources**

**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 one of EKPC’s member distribution systems 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.

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

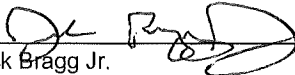
- 2. Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC’s market participation costs.

**Terms and Conditions**

- 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 the member cooperative's system. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF.
- 4. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- 5. QF shall reimburse EKPC and its member cooperative for all costs incurred as a result of interconnecting 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

DATE OF ISSUE: March 31, 2023

DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY:   
Jack Bragg Jr.  
President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky 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)

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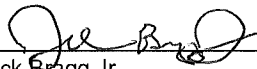
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100 kW or Less from Non-Dispatchable Generation Sources (continued).

- 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. 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

DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY:   
 Jack Bragg Jr.  
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 318

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.0

**ECONONMIC DEVELOPMENT RIDER**

**APPLICABILITY**

The Economic Development Rider (“EDR”) is available in all the service territory served by Shelby Energy Cooperative, Inc. (“Shelby Energy”).

**AVAILABILITY**

Available as a rider to qualifying Shelby Energy’s 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, Shelby Energy 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:

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.1

**ECONONMIC DEVELOPMENT RIDER**

Service under EDR is available to: (continued)

- a. The existing customer’s ED Base Load will be determined by averaging the customer’s previous three years’ monthly billing loads. EKPC, Shelby Energy 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.
  - 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, Shelby Energy 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 1/6<sup>th</sup> of the remaining months of the discount period.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.2

**ECONONMIC DEVELOPMENT RIDER**

Service under EDR is available to: (continued)

- 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.

**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:

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.3

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.3

**ECONONMIC DEVELOPMENT RIDER**

RATE (continued)

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 Shelby Energy 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

DATE OF ISSUE January 5, 2016  
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President and CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.4

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.4

**ECONONMIC DEVELOPMENT RIDER**

**TERMS AND CONDITIONS (continued)**

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.

- 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 Shelby Energy 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 Shelby Energy 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 January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 319

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 319

**RATE 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 Rate B,C,G, or special contract rates: N  
N

$ES(m) = \frac{[(WESF) \times (\text{Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge}) + (\text{Over/Under Recovery})]}{[\text{Average of 12-months ending Retail Revenue from all rate schedules excluding those whose retail rates are based on EKPC's Rate B,C,G, or special contract rates (excluding environmental surcharge)}]}$   
= \_\_\_\_\_ % N  
N

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

DATE OF ISSUE 12/20/2019

MONTH / DATE / YEAR

DATE EFFECTIVE 06/2/2020

MONTH / DATE / YEAR

ISSUED BY \_\_\_\_\_

  
(SIGNATURE OF OFFICER)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00380 DATE 06/2/2020 & 7/21/2020

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Acting Executive Director

EFFECTIVE <b>6/2/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 319.1

CANCELLING PSC KY NO. 9

Original SHEET NO. 319.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE**

RATE: (continued)

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

(Over)/Under Recovery =

6-months cumulative (over)/under recovery as defined by amount billed by EKPC to Membe 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 billed.

DATE OF ISSUE 12/20/2019

MONTH / DATE / YEAR

DATE EFFECTIVE 06/2/2020

MONTH / DATE / YEAR

ISSUED BY 

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00380 DATE 06/2/2020 & 7/21/2020

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Acting Executive Director



EFFECTIVE

**6/2/2020**

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

3<sup>rd</sup> Revised SHEET NO. 35

**INTERRUPTIBLE SERVICE**

**STANDARD RIDER**

This Interruptible Rate is a rider to Rate Schedule(s) 2, 22, B1, B2, B3, C1, C2, and C3.

**APPLICABLE**

In all territory served by the Cooperative

**AVAILABILITY OF SERVICE**

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.

**MONTHLY RATE**

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

**Annual Hours of Interruption**

<u>Notice Minutes</u>	<u>200</u>	<u>300</u>	<u>400</u>
30	\$4.20	\$4.90	\$5.60

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

*Brent Kirtley*

---

EFFECTIVE  
**2/5/2016**

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.1

CANCELLING PSC KY NO. 5

1<sup>st</sup> Revised SHEET NO. 36

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**INTERRUPTIBLE SERVICE**

**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:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
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.

**CONDITIONS OF SERVICE FOR MEMBER CONTRACT**

1. The member will, upon notification by the Cooperative, reduce his/her load being supplied by the Cooperative to the minimum billing demand 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 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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

*Brent Kirtley*

---

EFFECTIVE  
**2/5/2016**

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

1<sup>st</sup> Revised SHEET NO. 37

**INTERRUPTIBLE SERVICE**

**CONDITIONS OF SERVICE FOR MEMBER CONTRACT (continued)**

4. No responsibility of any kind shall attach 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 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.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.
7. The Fuel Adjustment Clause, as specified in the prevailing rate schedule is applicable.
8. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the member.

**CALCULATION OF MONTHLY BILL**

The monthly bill is calculated on the following basis:

- A. Sum of customer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate, plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, plus
- D. Energy in kWh multiplied by the energy rate.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.3

CANCELLING PSC KY NO. 5

2<sup>nd</sup> Revised SHEET NO. 38

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**INTERRUPTIBLE SERVICE**

**NUMBER AND DURATION OF INTERRUPTIONS**

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

**CHARGE FOR FAILURE TO INTERRUPT**

If member fails to interrupt load as requested by the Cooperative, the Cooperative shall bill the uninterrupted load 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 minimum billing demand.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served  
Community, Town or City

P.S.C. KY. NO. 9

1st Revised SHEET NO. 321

CANCELLING P.S.C. KY. NO. 9

Original SHEET NO. 321

Shelby Energy Cooperative, Inc.  
(Name of Utility)

**RATES SCHEDULE NM—NET METERING**

**AVAILABILITY OF NET METERING SERVICE**

Net Metering is available to eligible member-generators in Shelby Energy 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 Shelby Energy 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, Shelby Energy 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 Shelby Energy 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;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Shelby Energy Cooperative’s electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

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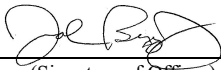
At its sole discretion, Shelby Energy Cooperative may provide Net Metering to other member- generators not meeting all the conditions listed above on a case-by-case basis.

**METERING**

Shelby Energy 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 Shelby Energy Cooperative’s Commission approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Shelby Energy Cooperative using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Shelby Energy Cooperative to the member-generator and from the member-generator to Shelby Energy Cooperative with each directional energy flow recorded independently. If time-of-day or time-of-use


DATE OF ISSUE December 11, 2019  
Month / Date / Year

DATE EFFECTIVE January 1, 2020  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00440 DATED December 9, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson Executive Director</b>

<b>EFFECTIVE 1/1/2020</b>
<b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>







FOR \_\_\_\_\_ All Territory Served  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_ 9

Original SHEET NO. \_\_\_\_\_ 321.4

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_ 5

Original SHEET NO. \_\_\_\_\_ 100

**RATES SCHEDULE NM—NET METERING**

**LEVEL 1 (continued)**

If the generating facility does not meet all of the above listed criteria, Shelby Energy Cooperative in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Shelby Energy Cooperative determines that the generating facility can be safely and reliably connected to Shelby Energy Cooperative’s system; or 2) deny the Application as submitted under the Level 1 Application.

Shelby Energy 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, Shelby Energy 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, Shelby Energy 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 Shelby Energy Cooperative. Shelby Energy Cooperative’s approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Shelby Energy Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Shelby Energy Cooperative to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Shelby Energy Cooperative and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Shelby Energy 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 Shelby Energy Cooperative approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Shelby Energy Cooperative.

If the Application is denied, Shelby Energy Cooperative will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

DATE OF ISSUE \_\_\_\_\_ January 5, 2016  
Month / Date / Year

DATE EFFECTIVE \_\_\_\_\_ February 5, 2016  
Month / Date / Year

ISSUED BY \_\_\_\_\_ *Debra J. Martin*  
(Signature of Officer)

TITLE \_\_\_\_\_ President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR \_\_\_\_\_ All Territory Served  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_ 9

Original SHEET NO. \_\_\_\_\_ 321.6

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_ 5

Original SHEET NO. \_\_\_\_\_ 102

**RATES SCHEDULE NM—NET METERING**

**LEVEL 2 (continued)**

If the Application lacks complete information, Shelby Energy 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 Shelby Energy 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 Shelby Energy 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 Shelby Energy Cooperative for Level 1 Applications.

Shelby Energy Cooperative requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event Shelby Energy 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. Shelby Energy 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 \_\_\_\_\_ January 5, 2016

Month / Date / Year

DATE EFFECTIVE \_\_\_\_\_ February 5, 2016

Month / Date / Year

ISSUED BY \_\_\_\_\_ *Debra J. Martin*

(Signature of Officer)

TITLE \_\_\_\_\_ President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR \_\_\_\_\_ All Territory Served  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_ 9

Original SHEET NO. \_\_\_\_\_ 321.8

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_ 5

Original SHEET NO. \_\_\_\_\_ 104

**RATES SCHEDULE NM—NET METERING**

**TERMS AND CONDITIONS FOR INTERCONNECTION (continued)**

- 4) Any changes or additions to Shelby Energy Cooperative’s system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Shelby Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.
- 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 Shelby Energy Cooperative’s electric system. At all times when the generating facility is being operated in parallel with Shelby Energy 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 Shelby Energy Cooperative to any of its other members or to any electric system interconnected with Shelby Energy Cooperative’s electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Shelby Energy 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 Shelby Energy 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 Shelby Energy 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 Shelby Energy Cooperative.
- 7) After initial installation, Shelby Energy 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, Shelby Energy 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 \_\_\_\_\_ January 5, 2016  
Month / Date / Year

DATE EFFECTIVE \_\_\_\_\_ February 5, 2016  
Month / Date / Year

ISSUED BY \_\_\_\_\_ *Debra J. Martin*  
(Signature of Officer)

TITLE \_\_\_\_\_ President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)









FOR All Territory Served  
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.13

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 109

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 locations 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 January 5, 2016

Month / Date / Year

DATE EFFECTIVE February 5, 2016

Month / Date / Year

ISSUED BY *Debra J. Martin*  
(Signature of Officer)

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)













FOR All Territory Served  
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.18

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 114

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) The Member may terminate this Agreement at any time by giving Shelby Energy Cooperative at least sixty (60) days' written notice; (b) Shelby Energy 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 Shelby Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Shelby Energy 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 January 5, 2016  
Month / Date / Year

DATE EFFECTIVE February 5, 2016  
Month / Date / Year

ISSUED BY *Debra J. Martin*  
(Signature of Officer)

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/5/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR All Territory Served  
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.21

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 117

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 January 5, 2016

Month / Date / Year

DATE EFFECTIVE February 5, 2016

Month / Date / Year

ISSUED BY *Debra J. Martin*

(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

**2/5/2016**

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







FOR \_\_\_\_\_ All Territory Served  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_ 9

Original SHEET NO. \_\_\_\_\_ 321.24

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_ 5

Original SHEET NO. \_\_\_\_\_ 120

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 Shelby Energy 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 Shelby Energy 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 Shelby Energy Cooperative.
- 7) After initial installation, Shelby Energy 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, Shelby Energy 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 Shelby Energy 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 Shelby Energy 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 Shelby Energy Cooperative personnel at all times. Shelby Energy 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 Shelby Energy Cooperative's safety and operating protocols.

DATE OF ISSUE \_\_\_\_\_ January 5, 2016

Month / Date / Year

DATE EFFECTIVE \_\_\_\_\_ February 5, 2016

Month / Date / Year

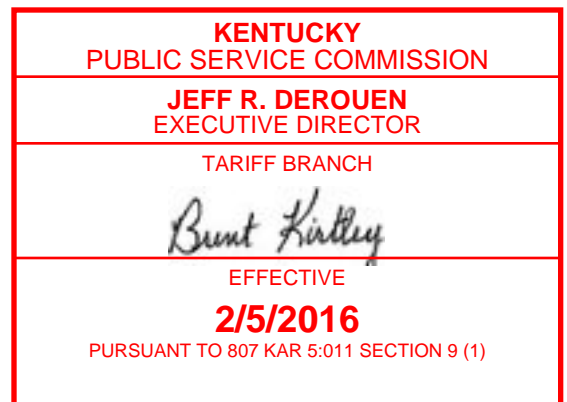
ISSUED BY \_\_\_\_\_ *Debra J. Martin*

(Signature of Officer)

TITLE \_\_\_\_\_ President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_









FOR All Territory Served  
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.28

Shelby Energy Cooperative, Inc.  
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 124

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**Exhibit A**  
**(To be developed by each member system)**

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.

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DATE OF ISSUE January 5, 2016

Month / Date / Year

DATE EFFECTIVE February 5, 2016

Month / Date / Year

ISSUED BY *Debra J. Martin*

(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

**2/5/2016**

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

Shelby Energy Cooperative, Inc.  
NAME OF UTILITY

FOR All Territory Served  
PSC KY NO 9  
4th Revised SHEET NO. 322  
CANCELLING PSC KY NO. 9  
3rd Revised SHEET NO. 322

**LED Outdoor Lighting Facilities – RATE 3L**

**AVAILABILITY**

Available to all consumers of the Cooperative, subject to the Rules and Regulations.

**TYPES OF SERVICE:**

Cooperative will furnish, install, and maintain at no extra expense to the consumer, a light-emitting diode (LED) lighting unit, in accordance with the rate schedule and conditions of service below. The lighting unit shall be controlled by a photocell to energize the unit from dusk to dawn.

**MONTHLY RATES:**

Standard	Approximate Lumens	4,800-6,800	\$ 11.06	(I)
Decorative Colonial	Approximate Lumens	4,800-6,800	\$13.78	(I)
Cobra Head	Approximate Lumens	7,200-10,000	\$15.03	(I)
Directional Flood Light	Approximate Lumens	15,000-18,000	\$20.48	(I)

Service for the above units shall be unmetered and billed on the consumer's monthly bill for other electrical service furnished by the Cooperative, at a rate in accordance with the above rate schedule.

\*All new lights will be LED. High Pressure Sodium lights will be phased out upon failure and replaced with LED.

DATE OF ISSUE September 30, 2021  
MONTH/DATE/YEAR  
DATE EFFECTIVE October 1, 2021  
MONTH/DATE/YEAR  
ISSUED BY [Signature]  
SIGNATURE OF OFFICER  
TITLE President & CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN  
CASE NO. 2021-00117 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 All Territory Served

PSC KY NO. 9

Original SHEET NO. 322.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

**LED Outdoor Lighting Facilities – RATE 3L**

**CONDITIONS OF SERVICE:**

1. **Standard, Cobra Head and Directional Flood Lighting (Served Overhead)**

For installation on existing wood poles where 120/240 volt secondary voltage is available. Any additional required facilities may be provided by the Cooperative at an additional charge to be determined by the Cooperative.

2. **Decorative Colonial (Served Underground)**

For installations where 120/240 volt secondary voltage is available. The Cooperative shall furnish, install, own, and maintain the fixture for the lamp being used. The consumer shall pay the monthly rate plus any additional charges to be determined by the Cooperative. The consumer shall furnish and install all conduit, including trenching, back filling, and repaving/seeding/sodding as necessary in accordance with the Cooperative’s specifications. The Cooperative will make all necessary connections. Upon termination of this service, the Cooperative shall not be required to remove the lighting unit, pole, underground wiring or conduit.

3. The Cooperative shall maintain the lighting unit at no additional cost to the consumer during normal work hours. Outages will be reported promptly by the consumer.

4. The lighting unit poles and related facilities shall remain the property of the Cooperative. The consumer shall be responsible for lighting unit replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal failure.

5. The Cooperative is granted the right of ingress and egress over the lands of the Landowner to and from the lines and equipment and have the right to do all trimming and removal of trees and branches which in the discretion of the Cooperative is necessary for safety or the proper clearance of the lines and equipment.

DATE OF ISSUE December 1, 2015  
MONTH / DATE / YEAR

DATE EFFECTIVE January 1, 2016  
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>1/1/2016</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 322.2

CANCELLING PSC KY NO. 9

Original SHEET NO. 322.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**LED Outdoor Lighting Facilities – RATE 3L**

**TERMS OF PAYMENT:**

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply. No reduction will be made to the consumer’s monthly charge under this schedule for service interruption time due to lamp failure or other cause beyond the control of the Cooperative.

**FUEL ADJUSTMENT CLAUSE:**

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in KAR 5:056.


DATE OF ISSUE May 19, 2020  
MONTH / DATE / YEAR

DATE EFFECTIVE June 19, 2020  
MONTH / DATE / YEAR

ISSUED BY   
SIGNATURE OF OFFICER

TITLE President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director 
EFFECTIVE <b>6/19/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE

(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

1<sup>ST</sup> Revised SHEET NO. 400


CANCELLING PSC KY NO. 9

ORIGINAL SHEET NO. 400

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE 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)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
1 <sup>st</sup> Revised SHEET NO.		401
CANCELLING PSC KY NO.		9
ORIGINAL SHEET NO.		401

RESERVED FOR FUTURE USE


DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE 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

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE

(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 401.1


CANCELLING PSC KY NO. 9

ORIGINAL SHEET NO. 401.1

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR


DATE EFFECTIVE 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

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
3rd Revised SHEET NO.	402
CANCELLING PSC KY NO.	9
2nd Revised SHEET NO.	402

**DSM**  
**BUTTON- UP WEATHERIZATION PROGRAM**

PURPOSE

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

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AVAILABILITY

This program is available in all service territories served by Shelby Energy 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.

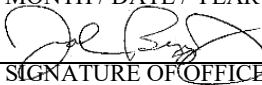
The Button Up incentive will promote the reduction of energy usage through air sealing on the part of retail members. Typical air sealing could include caulking, improved weather stripping, sealing attic accesses, etc. To receive this incentive either an EKPC approved contractor or Shelby Energy Cooperative 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.

T

DATE OF ISSUE \_\_\_\_\_ June 29, 2022  
MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_ July 29, 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**  
**7/29/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED  
PSC KY NO. 9  
3rd Revised SHEET NO. 402.1  
CANCELLING PSC KY NO. 9  
2nd Revised SHEET NO. 402.1

**DSM**

**BUTTON- UP WEATHERIZATION PROGRAM (continued)**

ELIGIBILITY (continued)

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

- Limited to homes that have accessible centrally ducted heating systems in unconditioned areas.
- Initial duct leakage must be greater than 10cfm per 100ft<sup>2</sup>
- 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.
- Duct leakage per system must be reduced to less than 8cfm per 100ft<sup>2</sup> (Ex: Duct system serves 1200ft.  $1200\text{ft}^2/100 = 12 \times 8\text{cfm} = \text{Duct Seal Target of } 96\text{cfm}$ )
- 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 contractor) that meets the eligibility requirements for duct sealing listed above.

TERM

The program is an ongoing program.

DATE OF ISSUE June 29, 2022  
MONTH / DATE / YEAR

DATE EFFECTIVE July 29, 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**  
**7/29/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	402.2
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	402.2

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019  
MONTH / DATE / YEAR

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TITLE President & 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

*Gwen R. Pinson*

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

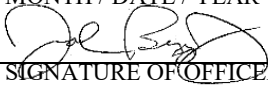
SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	402.3
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	402.3

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**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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



SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	403
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	403

**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 served by Shelby Energy Cooperative.

ELIGIBILITY

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

- Incentive only applies when homeowner's primary source of heat is an electric resistance heat furnace, ceiling cable heat, baseboard heat, 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<sup>®</sup> Manufactured Home Program.

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

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised SHEET NO.		403.1
CANCELLING PSC KY NO.		9
1st Revised SHEET NO.		403.1

**DSM**  
**HEAT PUMP RETROFIT PROGRAM (continued)**

INCENTIVES

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

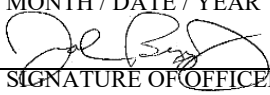
<u>EQUIPMENT TYPE</u>	<u>REBATE</u>
<u>Centrally Ducted Systems:</u>	
Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	\$500
Current ENERGY STAR® level equipment or greater	\$750
<u>Mini Split Systems:</u>	
Ducted or Ductless Mini-Splits ENERGY STAR® level equipment or greater	\$250

TERM

The program is an ongoing program.

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<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	404
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	404

**DSM**  
**TOUCHSTONE ENERGY HOME**

PURPOSE

In an effort to improve new residential home energy performance, Shelby Energy 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 to residential members served by Shelby Energy Cooperative.

ELIGIBILITY

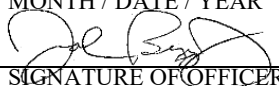
To qualify as a Touchstone Energy Home under Shelby Energy Cooperative program, the participating single-family home must be located in the service territory of Shelby Energy Cooperative and must meet the program guidelines following one of the two available paths of approval. Multi-family dwellings pre-approved by East Kentucky Power Cooperative, Inc. may be eligible.

Prescriptive Path:

- Home must meet each efficiency value as prescribed by Shelby Energy Cooperative.
- Home must receive pre-drywall inspection and complete Shelby Energy Cooperative’s pre-drywall checklist (contact an energy advisor at Shelby Energy Cooperative 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 > current ENERGY STAR® specifications 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 and

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**3/2/2019**  
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SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	404.1
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	404.1

DSM

TOUCHSTONE ENERGY HOME (continued)

ELIGIBILITY (continued)

Performance Path:

- Home must receive a HERS Index score of  $\leq 75$  (At least 30% more efficient than the KY standard built home).
- Home must receive pre-drywall inspection and complete Shelby Energy Cooperative's pre-drywall checklist (contact an energy advisor at Shelby Energy Cooperative 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 standards 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 standards established by the Federal DOE.

INCENTIVE

Shelby Energy 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

The program is an ongoing program.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director <i>Gwen R. Pinson</i>
<b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised	SHEET NO.	404.2
CANCELLING PSC KY NO.		9
1st Revised	SHEET NO.	404.2

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	405
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	405

**DSM**  
**DIRECT LOAD CONTROL PROGRAM- COMMERCIAL**

PURPOSE

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Shelby Energy 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 territories of Shelby Energy Cooperative and will include the control of air conditioners and existing water heaters.

Availability may be denied where, in the judgment of Shelby Energy 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 Shelby Energy Cooperative and have a central air conditioning or heat pump units. The appliance may be electrically cycled or interrupted in accordance with the rules of this Tariff.

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

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	405.1
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	405.1

**DSM**

**DIRECT LOAD CONTROL PROGRAM-COMMERCIAL (continued)**

**PROGRAM INCENTIVES**

Shelby Energy 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. Shelby Energy Cooperative will reimburse the participating commercial-member at the applicable incentive credit or provide the incentive via other payment means including, but not limited to, a check. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.

Water Heaters: Shelby Energy Cooperative will provide the existing participating commercial-member \$10.00 per water heater annually or provide the incentive via other payment means including, but not limited to, a check. The participant will receive this credit regardless of whether the water heater is actually controlled.

**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 of 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, or Wi-Fi or similar communication technologies.

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SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised	SHEET NO.	405.2
CANCELLING PSC KY NO.		9
1st Revised	SHEET NO.	405.2

DSM

DIRECT LOAD CONTROL PROGRAM-COMMERCIAL (continued)

TIME PERIOD FOR DIRECT LOAD CONTROL PROGRAM (continued)

Air Conditioners and Heat Pumps (continued):

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.

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**Gwen R. Pinson**  
Executive Director



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SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised SHEET NO.		405.3
CANCELLING PSC KY NO.		9
1st Revised SHEET NO.		405.3


**DSM**  
**DIRECT LOAD CONTROL PROGRAM-COMMERCIAL (continued)**

TERMS AND CONDITIONS

1. Prior to the installation of load control devices, Shelby Energy Cooperative may inspect the participant's electrical equipment to ensure good repair and working condition, but Shelby Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC on behalf of Shelby Energy Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or pump. The participant must allow Shelby Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Shelby Energy 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 Shelby Energy Cooperative's option, result in discontinuance of credits under this tariff until such time as Shelby Energy Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with air conditioning or heat pumps who join during the months of June through September will receive the bill credits annually.
4. If a participant decides to withdraw from the program, Shelby Energy Cooperative will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months.

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IN CASE NO. 2019-00060 DATED: November 26, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED  
PSC KY NO. 9  
2nd Revised SHEET NO. 406  
CANCELLING PSC KY NO. 9  
1st Revised SHEET NO. 406

**DSM**  
**DIRECT LOAD CONTROL PROGRAM- RESIDENTIAL**

**PURPOSE**

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Shelby Energy 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 territories of Shelby Energy Cooperative and will include the control of existing water heaters, existing and new air conditioners and heat pumps.

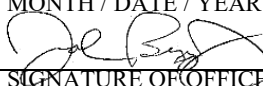
Availability may be denied where, in the judgment of Shelby Energy Cooperative, installation of the load control equipment is impractical.


**ELIGIBILITY**

To qualify for this Program, the new participant must be located in the service territory of Shelby Energy 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. Shelby Energy Cooperative may require that a rental property agreement be executed between Shelby Energy Cooperative and the owner of the rented residence.

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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)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED  
PSC KY NO. 9  
2nd Revised SHEET NO. 406.1  
CANCELLING PSC KY NO. 9  
1st Revised SHEET NO. 406.1

**DSM**

**DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)**

**PROGRAM INCENTIVES**

Shelby Energy Cooperative will provide an incentive to the participants in this program for the following appliances:

Water Heaters: Shelby Energy Cooperative will provide the existing participating residential member \$10.00 per water heater annually or provide the incentive via other payment means including, but not limited to, a check. The existing participant will receive this credit regardless of whether the water heater is actually controlled.

Air Conditioners and Heat Pumps: Shelby Energy 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, Shelby Energy Cooperative will provide the participating residential member \$20.00 bill credit annually or provide the incentive via other payment means including, but not limited to, a check per air conditioner or heat pump.

Alternative Two: When technically feasible, Shelby Energy Cooperative may provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes or Shelby Energy Cooperative will 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 Shelby Energy Cooperative provided thermostat within 60 days or return it to Shelby Energy Cooperative or be invoiced by Shelby Energy 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. Shelby Energy Cooperative will reimburse the participating member \$20 per qualifying Wi-Fi enabled thermostat annually.

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

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	406.2
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	406.2

DSM

DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

PROGRAM INCENTIVES (continued)

Alternative Three: Shelby Energy Cooperative will provide the participating residential member \$20.00 bill credit per qualifying Wi-Fi enabled thermostat provided by the retail member that controls an air conditioner or heat pump annually or provide the incentive via other payment means including, but not limited to, a check. Shelby Energy 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.

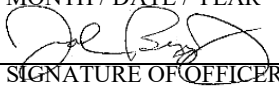
When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the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

PROGRAM SPECIAL INCENTIVES

Shelby Energy Cooperative will provide a special incentive up to \$25.00 for new participants that install a load control switch on qualifying air conditioners and heat pumps, utility supplied Wi-Fi enabled thermostat or retail member supplied Wi-Fi enabled thermostat. This one-time incentive will be in the form of a bill credit on the electric bill following the switch installation or provided via other payment means including, but not limited to, a check.

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

SHELBY ENERGY COOPERATIVE  
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FOR: ALL TERRITORY SERVED  
PSC KY NO. 9  
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CANCELLING PSC KY NO. 9  
1st Revised SHEET NO. 406.3

DSM

DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

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.

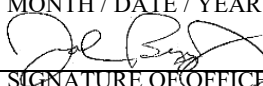
Air Conditioners and Heat Pumps: A load control device (switch or Wi-Fi enabled thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device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

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

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

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**3/2/2019**  
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SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised	SHEET NO.	406.4
CANCELLING PSC KY NO. 9		
1st Revised	SHEET NO.	406.4

DSM


DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

TERMS AND CONDITIONS

1. Prior to the installation of load control devices, Shelby Energy Cooperative may inspect the participant's electrical equipment to ensure good repair and working condition, but Shelby Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of Shelby Energy Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump for Alternatives One and Two as noted in this tariff. The participant must allow Shelby Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Shelby Energy 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 Shelby Energy Cooperative's option, result in discontinuance of credits under this tariff until such time as Shelby Energy Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with air conditioning or heat pump units who join during the months of June through September can select an incentive alternative as described in this Tariff. If the incentive is selected, incentives will be provided annually.
4. If a participant decides to withdraw from the program or change incentive alternatives, Shelby Energy 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 six (6) months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative but may change alternatives later as described in this Tariff.

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 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: November 26, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

2nd Revised SHEET NO. 406.5


CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 406.5

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 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: 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)

SHELBY ENERGY COOPERATIVE

(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

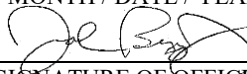
PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 407

CANCELLING PSC KY NO. 9

ORIGINAL SHEET NO. 407

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
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DATE EFFECTIVE March 1, 2019  
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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)



SHELBY ENERGY COOPERATIVE

(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 407.1

CANCELLING PSC KY NO. 9

ORIGINAL SHEET NO. 407.1

RESERVED FOR FUTURE USE

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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)

SHELBY ENERGY COOPERATIVE

(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED


PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 408

CANCELLING PSC KY NO. 9

ORIGINAL SHEET NO. 408

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR  
DATE EFFECTIVE 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)


SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
1 <sup>st</sup> Revised	SHEET NO.	408.1
CANCELLING PSC KY NO.		9
ORIGINAL	SHEET NO.	408.1

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE 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)


SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
1 <sup>st</sup> Revised SHEET NO.	408.2
CANCELLING PSC KY NO.	9
ORIGINAL SHEET NO.	408.2

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DATE OF ISSUE January 30, 2019  
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DATE EFFECTIVE 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)

SHELBY ENERGY COOPERATIVE

(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

1<sup>st</sup> Revised SHEET NO. 408.3


CANCELLING PSC KY NO. 9

ORIGINAL SHEET NO. 408.3

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019  
MONTH / DATE / YEAR


DATE EFFECTIVE 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

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 409

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409

**SECTION DSM**

**COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM**

**PURPOSE**

Shelby Energy Cooperative’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, Shelby Energy Cooperative will pass along an East Kentucky Power Cooperative, Inc. (“EKPC”)-provided incentive to the CAA or AHO. Shelby Energy Cooperative’s program has two primary objectives. First, the EKPC-provided incentive, passed along by Shelby Energy Cooperative 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.

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**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 Shelby Energy Cooperative.

Weatherization and energy efficiency services provided by Kentucky’s AHO’s are also available to retail members in all service territories served by Shelby Energy Cooperative.

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**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.

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DATE OF ISSUE June 29, 2022

MONTH / DATE / YEAR

DATE EFFECTIVE July 29, 2022

MONTH / DATE / YEAR

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 7/29/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 409.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.1

**SECTION DSM**

**COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM**

**HOMEOWNER QUALIFICATIONS**

- A participant must be an end-use member of Shelby Energy Cooperative.
- 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. **T  
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- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:

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.

**PAYMENTS**

**HEAT PUMP ELIGIBLE HOMES**

Shelby Energy Cooperative 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: **T**

- **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

DATE OF ISSUE June 29, 2022

MONTH / DATE / YEAR

DATE EFFECTIVE July 29, 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  
7/29/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 409.2

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**SECTION DSM**

**COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM**

- HEAT PUMP: (continued)

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 CAAs' 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 Shelby Energy Cooperative at a rate of 10%.

**HEAT PUMP INELIGIBLE HOMES**

Shelby Energy Cooperative 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:

DATE OF ISSUE June 29, 2022

MONTH / DATE / YEAR

DATE EFFECTIVE July 29, 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  
7/29/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 409.3

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.3

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

**SECTION DSM**

**COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM**

• WEATHERIZATION IMPROVEMENTS:

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAAs' or AHO's cost (material + labor) up to a maximum of \$750: T

- 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%. T

**TERM**

The program is an ongoing program.

DATE OF ISSUE June 29, 2022

MONTH / DATE / YEAR

DATE EFFECTIVE July 29, 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  
7/29/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED  
PSC KY NO. 9  
2nd Revised SHEET NO. 410  
CANCELLING PSC KY NO. 9  
1st Revised SHEET NO. 410

D T

RESERVED FOR FUTURE USE

DATE OF ISSUE December 29, 2023  
MONTH / DATE / YEAR  
DATE EFFECTIVE February 1, 2024  
MONTH / DATE / YEAR  
ISSUED BY   
SIGNATURE OF OFFICER  
TITLE President & CEO

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**2/1/2024**

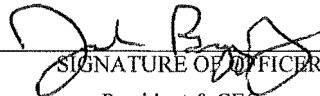
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE  
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED  
PSC KY NO. 9  
2nd Revised SHEET NO. 410.1  
CANCELLING PSC KY NO. 9  
1st Revised SHEET NO. 410.1

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RESERVED FOR FUTURE USE

DATE OF ISSUE December 29, 2023  
MONTH / DATE / YEAR  
DATE EFFECTIVE February 1, 2024  
MONTH / DATE / YEAR  
ISSUED BY   
SIGNATURE OF OFFICER  
TITLE President & CEO

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
  
EFFECTIVE  
**2/1/2024**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM Pilot

N

Residential Electric Vehicle Off-Peak Charging Program

Applicability

In all territories of Shelby Energy Cooperative

Availability

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of Shelby Energy Cooperative 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. Shelby Energy Cooperative reserves the right to restrict the number of retail members in the pilot.

Purpose

The Residential Electric Vehicle ("EV") Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow Shelby Energy Cooperative 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 Shelby Energy Cooperative and be on the Rate 11- General Service or Rate 12 – Residential Service 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.

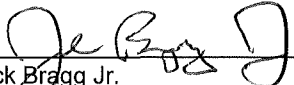
The retail member is responsible for obtaining the permission of the owner of the rented residence to participate in the Residential Electric Vehicle Off-Peak Charging Program.

Program Incentives


Shelby Energy Cooperative 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 Shelby Energy Cooperative. **PUBLIC SERVICE COMMISSION**

DATE OF ISSUE: October 27, 2023

DATE EFFECTIVE: Service rendered on and after December 1, 2023

ISSUED BY:   
 Jack Bragg Jr.  
 President and Chief Executive Officer

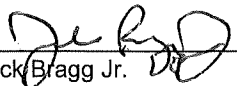
**Linda C. Bridwell**  
 Executive Director



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

**Terms and Conditions**

1. Prior to joining the program, Shelby Energy Cooperative may inspect the retail member's EVSE to insure compatibility with the energy software platform, but Shelby Energy Cooperative 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, Shelby Energy Cooperative will endeavor to implement the change as soon as possible.

DATE OF ISSUE: October 27, 2023  
DATE EFFECTIVE: Service rendered on and after December 1, 2023  
ISSUED BY:   
Jack Bragg Jr.  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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

FOR All Counties Served

PSC KY NO. 9  
Original SHEET NO. 500

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

**RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION**

(N)

**APPLICABLE**

In all territory served by Shelby Energy Cooperative, Inc. ("Shelby Energy").

**AVAILABILITY OF SERVICE**

Community Solar Power is available to Shelby Energy'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 Shelby Energy 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 Shelby Energy, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Shelby Energy 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: *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE: President & CEO

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

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

FOR All Counties Served

PSC KY NO. 9  
Original SHEET NO. 500.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

EKPC shall provide metering services, without any cost to the Shelby Energy 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 Shelby Energy 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 Shelby Energy. 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 1<sup>st</sup> 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: *Debra J. Martin*  
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. 9  
Original SHEET NO. 500.2

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

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 Shelby Energy 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 Shelby Energy's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Shelby Energy's service territory or his or her membership in Shelby Energy is terminated for any reason, the Customer may transfer the license and credits to another Customer within Shelby Energy'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 Shelby Energy may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Shelby Energy at the time of termination of membership or service, Shelby Energy 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 Shelby Energy 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: *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

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



FOR All Counties Served

PSC KY NO. 9  
Original SHEET NO. 500.3

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

**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 Shelby Energy 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: *Debra J. Martin*  
SIGNATURE OF OFFICER

TITLE: President & CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Talina R. Mathews EXECUTIVE DIRECTOR</b> <i>Talina R. Mathews</i>
EFFECTIVE <b>3/2/2017</b> 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 Shelby Energy Cooperative, Inc., with its principal place of business at 620 Old Finchville Road, Shelbyville, Kentucky 40065 ("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 ~~elect~~ <sup>change</sup> the 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.

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

EFFECTIVE  
**3/2/2017**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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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PUBLIC SERVICE COMMISSION  
Talina R. Mathews  
Executive Director

*Talina R. Mathews*

EFFECTIVE  
**3/2/2017**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 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 credit will be: A) the date of execution of this Agreement; or B) the date the solar generating facility is deemed operational by EKPC. At no time shall the Cooperative be required to convert

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

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.

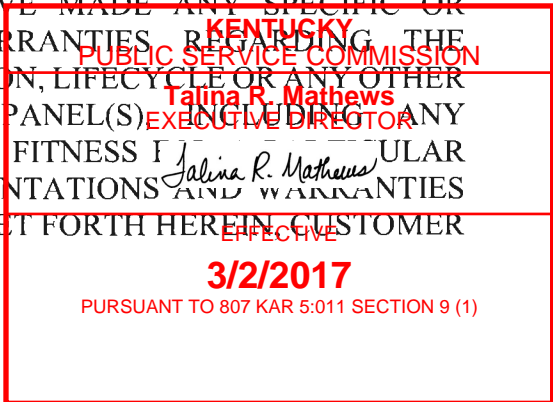
7. **Additional Acknowledgements.** The Parties further acknowledge and agree that:

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Talina R. Mathews  
EXECUTIVE DIRECTOR

*Talina R. Mathews*  
Talina R. Mathews  
EXECUTIVE DIRECTOR

EFFECTIVE  
**3/2/2017**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 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


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



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 ceases, a transfer under this Section 8 shall be made within sixty (60) days of termination of membership. If transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

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

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.

Shelby Energy Cooperative, Inc.

\_\_\_\_\_  
 CUSTOMER NAME (please print)

\_\_\_\_\_  
 SHELBY ENERGY COOPERATIVE, INC.  
 REPRESENTATIVE NAME AND TITLE  
 (please print)

\_\_\_\_\_  
 CUSTOMER SIGNATURE

\_\_\_\_\_  
 SIGNATURE





FOR All Territory Served

PSC KY NO. 9

First Revised SHEET NO. 501

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 501

**3 YR Weighted Average Underground Cost Differential**

Filed in compliance with 807 KAR 5:041 Section 21 (5)

**Weighted Average Cost Differential-Individual Single Phase Underground Primary:**

Description	Cost per Foot	
3 YR Weighted Average Cost, Individual Single Phase U/G Primary	\$13.41	(R)
3 YR Weighted Average Cost, Individual Single Phase O/H Primary	\$ 9.63	(R)
<b>**Weighted Average Underground Differential Cost</b>	<b>\$ 3.78</b>	<b>(R)</b>

The above cost assumes the member will trench, furnish and install all conduits, and back fill in accordance to Shelby Energy Cooperative's ("Shelby Energy") specifications. Upon completion and submittal of all inspections, Shelby Energy will in turn, furnish and complete the installation of all conductor and make all necessary connections.

If a member elects underground primary for a line extension, the member is responsible for the full average cost as outlined above. However, credits may be applied to the average costs as applicable based on the facilities being served as set forth in Shelby Energy's Rules and Regulations.

For example, Section 40 of the Rules and Regulations allows an extension, via the least expensive route, to a permanent residence of 1,000 feet or less without charge. Therefore, if a member elected underground primary for a line extension to a permanent residence, a credit would be applied to the average underground costs in the amount of **\$9.63** per foot up to the first 1,000 feet, resulting in a per foot cost of **\$3.78**. Any additional footage over 1,000 feet would be billed at the full average underground cost of **\$13.41**.

**Weighted Average Cost Differential-Individual Single Phase Underground Service:**

Shelby Energy strongly encourages all members to install secondary services underground. Therefore, Shelby Energy will install underground secondary services at **No Charge**.

However, this assumes the member will trench, furnish and install all conduits, and back fill in accordance to Shelby Energy specifications. Upon Completion and submittal of all inspections, Shelby Energy will in turn, furnish and complete the installation of all conductor and make all Necessary connections.

DATE OF ISSUE October 21, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE November 20, 2019  
MONTH / DATE / YEAR

ISSUED BY   
SIGNATURE OF OFFICER

TITLE President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

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EFFECTIVE  
**11/20/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

First Revised SHEET NO. 501.1

Shelby Energy Cooperative, Inc.  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 501.1

**\*\*Note:**

The above cost excludes trenching, backfilling, and all conduits associated with installing underground services. In the event, a member elects for Shelby Energy to complete this work for underground primary and/or secondary installations, an additional charge of **\$10.94 per foot** (I) will be added to the above outlined cost. If rock is encountered or other procedures are deemed necessary to ensure proper burial depth and/or compliance with applicable codes, the actual additional cost shall apply.

**Single Phase Construction Cost Analysis**

The above cost is calculated based on a compilation of all work orders built from **2016** through **2018**. Please find the supporting documentation located in the tables below. The total cost contains all labor, material, and overhead associated with each work order. The weighted % is based on total feet for the three years. (T)

**Overhead Cost Analysis**

Year	Cost	Feet	Cost/Foot	Weighted %		
2018	\$390,619.30	38,024	\$10.27	0.27	\$2.77	(N)
2017	\$347,789.10	35,585	\$ 9.77	0.27	\$2.64	(T)(R)
2016	\$320,247.41	34,933	\$ 9.17	0.46	\$4.22	(T)(R)
<b>Average</b>					<b>\$9.63</b>	(R)

**Underground Cost Analysis**

Year	Cost	Feet	Cost/Foot	Weighted %		
2018	\$235,697.32	16,262	\$14.49	0.38	\$5.51	(N)
2017	\$102,208.46	6,823	\$13.64	0.24	\$3.27	(T)(R)
2016	\$ 77,805.56	6,394	\$12.17	0.38	\$4.62	(T)(R)
<b>Average</b>					<b>\$13.41</b>	(R)

In addition, the cost outlined above does not reflect any trenching, backfilling, or conduit due to the fact Shelby Energy did not perform this work on the work orders used for the analysis. However, please find the below cost summary in the event a member requests Shelby Energy to provide this service.

	Cost/Foot	
<b>Conduit</b>	\$2.06	(I)
<b>Trenching</b>	\$8.88	(I)
<b>Total</b>	<b>\$10.94</b>	(I)

DATE OF ISSUE October 21, 2019  
MONTH / DATE / YEAR

DATE EFFECTIVE November 20, 2019  
MONTH / DATE / YEAR

ISSUED BY [Signature]  
SIGNATURE OF OFFICER

TITLE President & CEO

**KENTUCKY** (I)  
**PUBLIC SERVICE COMMISSION**

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**Gwen R. Pinson**  
*Executive Director*

*Gwen R. Pinson*

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EFFECTIVE  
**11/20/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Shelby Energy Cooperative, Inc.

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Rate EM – Earnings Mechanism – Member Tariff

**Applicability**

In the service territory of Shelby Energy Cooperative, Inc. (“Shelby Energy”)

**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 30<sup>th</sup> 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 Shelby Energy a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. Shelby Energy 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.

**Calculation of Bill Credit.** Shelby Energy will calculate the bill credit applicable to its retail members in the following manner:

- a. Shelby Energy will determine which of its retail rate schedules correspond with the EKPC wholesale rate classes. Using the same calendar year as EKPC, Shelby Energy will determine the total revenues for the set of its rate schedules that correspond with each EKPC rate class.
- b. Shelby Energy will determine the percentage of the total revenues for each of its rate schedules that correspond with the applicable EKPC rate class.

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DATE OF ISSUE: October 2, 2023

DATE EFFECTIVE: September 12, 2023


ISSUED BY: \_\_\_\_\_

TITLE: President & CEO

Pursuant to Commission Order 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)**

N

Shelby Energy Cooperative, Inc.

- c. Shelby Energy 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. Shelby Energy 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 a Shelby Energy 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, Shelby Energy will apply the Bill Credit Percentage to residential retail members by customer count. Shelby Energy 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. Shelby Energy will return the excess margins only to current retail members at the time the bill credit is given.
- f. Shelby Energy 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, Shelby Energy will amortize the bill credit over the same time period EKPC uses to return the excess margins to Shelby Energy,

N  
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DATE OF ISSUE: October 2, 2023

DATE EFFECTIVE: September 12, 2023

ISSUED BY: \_\_\_\_\_



TITLE: President & CEO

Pursuant to Commission Order 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)