Grayson RECC

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	P.S.C. No. 4	
	Cancels p.s.c. No. 3	
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	GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION	
	CONTINUAL ELECTRIC COOPERATIVE CONFORMITON	
	OF	
	109 BAGBY PARK, GRAYSON, Ky. 41143	
	Rates, Rules and Regulations for Furnishing	
	ELECTRICAL SERVICE	
	ELECTRICAL SERVICE	
	AT	
	PUBLIC SERVICE COMMISSIO OF KENTUCKY EFFECTIVE	
	JAN 17 1986	
<u> </u>	PURSUANT TO 807 KAR 5:0	Ħ
	Filed with PUBLIC SERVICE COMMISSION SECTION 977	مهر ا
	BY: J. Corry	<b>.</b>
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ISSUED	January 27, 19 86 EFFECTIVE January 17, 19	80
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	ICCUPD BY C D D C C	
	ISSUED BY <u>Grayson R.E.C.C.</u> (Name of Utility	)
		<i>.</i>
	BY Harold h. Haigh	4
	DI HUMOVA U. C. Curr	<u></u>
	GENERAL MANAGER	
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 28 1992

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

FOR: ENTIRE AREA SERVED PSC NO.: 6 16<sup>th</sup> REVISED SHEET NO.: 1.00 CANCELING PSC NO.: 5 15<sup>th</sup> REVISED SHEET NO.: 1.00

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

### SCHEDULE 1

### CLASSIFICATION OF SERVICE

DOMESTIC – FARM & HOME SERVICE		RATE PER UNI	Т
AVAILABILITY-DOMESTIC Available to members of the Cooperative for all residential farm and ho its established rules and regulations. Approval of the Cooperative must be o installation of any motor having a rated capacity of five horsepower or more.			
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating current at standard secondary voltages.	the Cooperative's		
RATE PER MONTH Customer Charge Energy Charge Per KWH		\$21.84 I 0.10933 I	[
FUEL ADJUSTMENT CLAUSE All rates are applicable to the Fuel Adjustment Clause and may be increated by an amount per KWH equal to the fuel adjustment amount per KWH as billed Power Supplier plus an allowance for line losses. The allowance for line loss 10% and is based on a twelve month moving average of such losses. The Fue to all other applicable provisions as set out in 807 KAR 5:056.	d by the Wholesale ses will not exceed		
<u>MINIMUM CHARGE</u> The minimum monthly charge under the above rate shall be equal to the customer charge where 25 KVA or less of transformer capacity is required. For members requiring more than 25 KVA of transformer capacity, the minimum monthly charge shall be increased at a rate of \$.75 for each additional KVA or fraction thereof required. Where it is necessary to extend or reinforce existing distribution facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities. Where the minimum charge is increased in accordance with this section, additional energy and demand shall be included in accordance with the foregoing rate schedule.			
DATE OF ISSUE: October 1, 2021	KENTUCK PUBLIC SERVICE C		
Month / Date / Year DATE EFFECTIVE: Service Rendered on and after October 1, 2021	Linda C. Brid Executive Dire		
Month / Date / Year ISSUED BY: Bradley Cherry (Signature of Officer)	Lide G. A	udwell	
TITLE: President and Chief Executive Officer	EFFECTIV		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2021-00110 DATED: September 30,2021			

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 1.10 CANCELING PSC NO.: 3 1st Revised SHEET NO. 1.10

SCHEDULE 1 (con't) CLASSIFICATION OF SERVICE

DOMESTIC-FARM & HOME SERVICE	RATE PER UNIT
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.	
METERING Necessary metering equipment will be furnished and maintained by the Cooperative which shall have the option of metering service supplied hereunder at either primary or secondary voltage.	
SERVICE 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 electrical equipment on the load side of the delivery point shall be owned and maintained by the Consumer.	
equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.	
2. Motors having a rated capacity in excess of five	
3. In the event the Cooperative, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply operating characteristics, such service will be metered and billed separately from the Consumer's other service. The minimum monthly charge for separate service to welders, x-ray machines, etc. will be \$1.00 per kVA of installed transformer capacity instead of the minimum charge as set forth under the paragraph "Minimum Monthly Charge" of this schedule.	00
Service of DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January 1	n and after 7, 1986
ISSUED BY Harold Haight GEN. MGR., 109 BAGBY PK.,	
Issued by authority of P.S.C. in Case No. 9352 dated Januar	ry 17, 1986.

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 1.20 CANCELING PSC NO.: 3 1st Revised SHEET NO. 1.10

# SCHEDULE 1 (con't) CLASSIFICATION OF SERVICE

ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on Pebruary 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981. PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE MAR 31 1921 PURSUANT TO 807 KAR55011. SECTION 9 (1) BY:	DOMESTIC-FARM & HOME SERVICE		RATE PER UNI
OF KENTUCKY EFFECTIVE MAR 31 1981 PURSUANT TO 807 KAR5:011,	This tariff is subject to the Program as filed with the Kentuck Commission (now the Public Servic February 23, 1981, in Administrat	y Energy Regulatory e Commission) on ive Case No. 240 and as	
OF KENTUCKY EFFECTIVE MAR 31 1981 PURSUANT TO 807 KAR5:011,			
OF KENTUCKY EFFECTIVE MAR 31 1981 PURSUANT TO 807 KAR 5:011,			
OF RENTUCKY EFFECTIVE MAR 31 1981 PURSUANT TO 807 KAR 5:011,			
EFFECTIVE MAR 31 1981 PURSUANT TO 807 KAR 5:011,		PUBLIC SERVICE COMMISSION	
BY: J: Deoglegan		EFFECTIVE MAR 31 1981 PURSUANT TO 807 KAR5:011,	
1		BY: J. Deochegan	
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE March 31, 1981	DATE OF ISSUE January 27, 1986		
ISSUED BY Jarald L. Jaight GEN. MGR., 109 BAGBY PK., GRAYSON, K Issued by authority of P.S.C. Adm. Case No. 240 dated March 31, 1981.	Υγτητική χ		

### FOR: ENTIRE AREA SERVED PSC NO.: 6 16<sup>th</sup> REVISED SHEET NO.: 2.00 CANCELING PSC NO.: 5 15<sup>th</sup> REVISED SHEET NO.: 2.00

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 2

### CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER LESS THAN 50 KVA, INCLUDIN BUILDINGS, SCHOOLS, CHURCHES, ETC.	g public	RATE PER UNIT
AVAILABILITY OF SERVICE Available to members of the Cooperative for all Commercial and than 50 KVA, subject to its established rules and regulations. Approval be obtained prior to the installation of any motor having a rated capacit more.	of the Cooperative must	
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating currer standard secondary voltages.	nt at the Cooperative's	
RATE PER MONTH Customer Charge Energy Charge per KWH		\$30.83 I .10933 I
FUEL ADJUSTMENT CLAUSEAll 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 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.		.10933 1
MINIMUM CHARGE The minimum monthly charge under the above rate shall be equal where 25 KVA or less of transformer capacity is required. For members KVA of transformer capacity, the minimum monthly charge shall be increa- each additional KVA or fraction thereof required. Where it is necessar existing distribution facilities, the minimum monthly charge may be increa- compensation for the added facilities. Where the minimum charge is in with this section, additional energy and demand shall be included if foregoing rate schedule.		
DATE OF ISSUE: October 1, 2021 Month / Date / Year	KENTUCI PUBLIC SERVICE C	
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year	Linda C. Bri Executive Dir	
ISSUED BY: Bradley Cherry (Signature of Officer)	Lide 6. 4	2. 11
TITLE: President and Chief Executive Officer	Chide 6. 4	ndwell

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.: 2021-00110 DATED: September 30, 2021

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

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FOR: ENTIRE AREA SERVED PSC NO.: 4 1st Revised SHEET NO. 2.10 CANCELING PSC NO.: 4 Original SHEET NO. 2.10

## SCHEDULE 2 (con't) CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER 50 KVA OR LESS, INCLUDING PUBLIC BUILDINGS, SCHOOLS, CHURCHES, ETC.	RATE	PER	UNIT
POWER FACTOR ADJUSTMENTCOMMERCIAL AND SMALL POWER The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of the customer,s maximum demand is lower than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter, increased by 1% for each 1% by which the average power factor is less than 90% lagging.			
METERING Necessary metering equipment will be furnished and maintained by the Cooperative which shall have the option of metering service supplied hereunder at either primary or secondary voltage.			
SERVICE 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 electrical equipment on the load side of the delivery point shall be owned and maintained by the Consumer.			
If service is furnished at the Cooperative's primary voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the consumer's transformer structure unless otherwise specified on the contract for service. All wiring, pole lines and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer. 2. Motors having a rated capacity in excess of fightection horsepower (5 h.p.) must be three-phase unless written	ĆКҮ	ON	
permission has been obtained from the Cooperative. MAR 14 PURSUANT TO 80 SECTION BY: Horic SERVICE COMM	Y KAR 5 9 (1) F	AGER	
DATE OF ISSUE DATE EFFECTIVE January 1			er
ISSUED BY baradale. Haight GEN. MGR., 109 BAGBY PK.,	GRAYS	SON,	KY
Issued by authority of P.S.C. in Case No. 9352 dated Januar	y 17,	1986	5.

# SCHEDULE 2 (con't) CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER 50 KVA OR LESS, INCLUDING PUBLIC BUILDINGS, SCHOOLS, CHURCHES, ETC.	RATE	PER	UNIT
SERVICE PROVISIONS (con't) 3. In the event the Cooperative, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply operating characteristics, such service will be metered and billed separately from the Consumer's other service. The minimum monthly charge for separate service to welders, x-ray machines, etc. will be \$1.00 per kVA of installed transformer capacity instead of the minimum charge as set forth under the paragraph "Minimum Monthly Charge" of this schedule.			
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.			
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.			
PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE MAR 1 4 1988			
PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: HOT AT ALLE PUBLIC SERVICE COMMISSION MANAGER			
DATE OF ISSUE EFFECTIVE DATE <u>August 7,</u> ISSUED BY <u>Haraldh, Harght</u> GEN. MGR., 109 BAGBY PK.,		ON,	KY

Issued by authority of P.S.C. in Adm. Case No. 240 dated March 31, 1981.

FOR: ENTIRE AREA SERVED PSC NO.: 6 14<sup>TH</sup> REVISED SHEET NO.: 3.00 CANCELING PSC NO.: 5 13<sup>TH</sup> REVISED SHEET NO.: 3.00

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

### SCHEDULE 3

## CLASSIFICATION OF SERVICE

	RATE PER UNIT
RESERVED FOR FUTURE US	SE
	(D)
DATE OF ISSUE: September 20, 2018 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: March 28, 2019 Month / Date / Year ISSUED BY: Gignature of Officer	Gwen R. Pinson Executive Director
TITLE: President and Chief Executive Officer	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2018-00272 DATED: 03/28/2019	3/28/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR: ENTIRE AREA SERVED PSC NO.: 6 16<sup>th</sup> REVISED SHEET NO.: 4.00 CANCELING PSC NO.: 5 15<sup>th</sup> REVISED SHEET NO.: 4.00

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

### SCHEDULE 4

### CLASSIFICATION OF SERVICE

LARGE POWER SERVICE-SINGLE AND THREE-PHASE 50-	999 KVA	RATE PER UNIT
<u>AVAILABILITY</u> Available to members located on or near the Cooperative's factors service. Members shall contract for a definite amount of electrical capace which shall be sufficient to meet normal maximum requirements but in no of contracted be less than 50 KVA. The Cooperative may not be required excess multiples of 25 KVA.	city in kilovolt-amperes case shall the capacity	
<u>TYPE OF SERVICE</u> Single-phase, three-phase, 60 cycles, at Cooperative's standard vol	tage.	
<u>RATE PER MONTH</u> Customer Charge Demand Charge per KW Energy Charge per KWH		\$69.36 I 8.78 I .06016 I
DETERMINATION OF BILLING DEMAND The billing demand shall be the maximum kilowatt demand establis for any fifteen consecutive minutes during the month for which the bill is rer recorded by a demand meter and adjusted for power factor as provide adjustment clause.	ndered, as indicated or	
POWER FACTOR ADJUSTMENT The consumer agrees to maintain unity power factor as nearly measured demand will be demand to correct for average power factors low be so adjusted for other consumers if and when the Cooperative deer adjustments will be made by increasing the measured demand by 1% for average power factor is less than 90% lagging.		
<u>RULES AND REGULATIONS</u> Service under this tariff is subject to the terms of all rules a Cooperative that have been or may be adopted by its Board of Director's.	nd regulations of the	
DATE OF ISSUE: October 1, 2021 Month / Date / Year	KENTUCK PUBLIC SERVICE CO Linda C. Brid	OMMISSION
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year	Executive Dire	
ISSUED BY: Bradley Cherry (Signature of Officer)	Chide G. A.	ndwell
TITLE: President and Chief Executive Officer	EFFECTIVE	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.:DATED:DATED:	<b>10/1/202</b> PURSUANT TO 807 KAR 5:07	

FOR: ENTIRE AREA SERVED PSC NO.: 6 6th REVISED SHEET NO.: 4.10 CANCELING PSC NO.: 5 5th REVISED SHEET NO.: 4.10

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

### CLASSIFICATION OF SERVICE SCHEDULE 4 (con't) LARGE POWER SERVICE-SINGLE AND THREE-PHASE 50-999 KVA RATE PER UNIT FUEL ADJUSTMENT CLAUSE 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 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 as specified in the contract for service 2. The customer charge. (T) MINIMUM ANNUAL CHARGE FOR SEASONAL SERVICE Consumer's requiring service only during certain seasons not exceeding nine (9) months per year may guarantee a minimum annual charge, in which case there shall be no minimum The minimum annual charge shall be sufficient to assure adequate monthly charge. compensation for the facilities installed to serve the consumer, and in no event shall it be less than \$9.00 per kVA of installed transformer capacity, of \$714.72, whichever is greater. METERING Necessary metering equipment will be furnished and maintained by the Cooperative which shall have the option of metering service supplied hereunder at either primary or secondary voltage. SERVICE PROVISIONS 1. Motors having a rated capacity in excess of five horsepower (5 H.P.), must be threephase unless written permission has been obtained from the cooperative. 2. Both power and lighting shall be billed at the foregoing rate. If a separate meter is required for the lighting circuit the registrations of the two watt-hour meters shall be added to obtain total kilowatt-hours used and registrations of the two demand meters shall be added KENTUCKY DATE OF ISSUE: September 20. 2018 PUBLIC SERVICE COMMISSION Month / Date / Year Gwen R. Pinson DATE EFFECTIVE: Service Rendered on and after March 28,2019 **Executive Director** Month / Date / Year Shwen R. Punsor ISSUED BY: ionature of TITLE: President and Chief Executive Officer

EFFECTIVE
3/28/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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GRAYSON RURAL ELECTRIC

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FOR: ENTIRE AREA SERVED PSC NO.: 4 1st Revised SHEET NO. 4.20 CANCELING PSC NO.: 4 Original SHEET NO. 4.20

# SCHEDULE 4 (con't) CLASSIFICATION OF SERVICE

LARGE POWER SERVICE-SINGLE AND THREE PHASE-50999 KVA(T) RATE PER UNT SERVICE PROVISIONS (con't) to obtain the total kilowatt demand for billing purposes. 3. Delivery Point. If scrvice 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. If service is furnished at the Cooperative's primary line voltage the delivery point shall be the point of attachment of the Cooperative's primary line to the 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. 4. Delivery Voltage. The rate set forth in this tariff is based upon the delivery and measurement of transformed energy. When the measurement of energy is made at the Cooperative's primary voltage of the transmission or distribution line serving the consumer furnishes and maintains the complete substation equipment, including any and all transformers and/or switches and/or other apparatus necessary for the Consumer to take his entire service at the voltage of the Cooperative's primary transmission or distribution line from which said consumer is to receive service, the following credits in addition to that set forth in the next preceding paragraph will be applied to each monthly bill, (net): Delivery Voltage Monthly Billing Definite Service on and after DATE OF ISSUE April 14, 1989 FURSUE DATE OF ISSUE April 14, 1989 EFFECTIVE DATE May 14, 1989				
to obtain the total kilowatt demand for billing purposes.         3. 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.         If service is furnished at the Cooperative's primary         line voltage the delivery point shall be the point of         attachment of the Cooperative's primary line to the         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.         4. Delivery Voltage. The rate set forth in this         transfirmed energy. When the measurement of energy is         made at the Cooperative's primary voltage of the         transmission or distribution line serving the consumer,         the kWh, as metered, will be multiplied by .975.         5. Equipment Supplied By Consumer. When the consumer         furnishes and maintains the complete substation equipment,         including any and all transformers and/or switches and/or         othat set forth in the next pr	LARGE POWER SERVICESINGLE A	AND THREE PHASE-50999 KVA(T)	RATE PER	UNIT
Voltage       Monthly Billing DemuBhit SERVICE COMMISSION         7,200 - 12,500       \$.15         Over 12,500       \$.15         IMAY 1 1989         PURSUAL       SERVICE COMMISSION         SERVICE COMMISSION       SERVICE COMMISSION         Wonthly Billing DemuBhit SERVICE COMMISSION       SERVICE COMMISSION         Over 12,500       \$.15         Diagonal       \$.15         Service on and after	to obtain the total kilowatt 3. Delivery Point. If a secondary voltage the deliver point unless otherwise specif service. All wiring, pole li- equipment on the load side of owned and maintained by the o If service is furnished a line voltage the delivery point attachment of the Cooperative consumer's transformer struct specified in the contract for lines and other electric equi- equipment) on the load side of owned and maintained by the o 4. Delivery Voltage. The tariff is based upon the deliver transformed energy. When the made at the Cooperative's pri- transmission or distribution the kWh, as metered, will be 5. Equipment Supplied By furnishes and maintains the o including any and all transfor other apparatus necessary for entire service at the voltage transmission or distribution is to receive service, the for to that set forth in the next	service is furnished at ty point shall be the metering fied in the contract for ines and other electric the delivery point shall be consumer. at the Cooperative's primary int shall be the point of e's primary line to the ture unless otherwise t service. All wiring, pole ipment (except metering of the delivery point shall be consumer. he rate set forth in this ivery and measurement of e measurement of energy is imary voltage of the line serving the consumer, multiplied by .975. y Consumer. When the consumer complete substation equipment, prmers and/or switches and/or the consumer to take his e of the Cooperative's primary line from which said consumer collowing credits in addition t preceding paragraph will be		
7,200 - 12,500 \$.15 Over 12,500 .25 MAY 1 1989 PURSON SECTION (1) BY:			A	ISSION
PURSUM ( 1000 5 20) SECTION 5 20) BY: PUBLIC SERVICE COMMISSION MANAGER Service on and after	•			
BY: PUBLIC SERVICE COMMISSION MANAGER Service on and after		tá	AY 1 1989	
			CTION (1991)	
ISSUED BY Jule Cherry GEN. MGR., 109 BAGBY PK., GRAYSON, KY	VI AV.	EFFECTIVE DATE May 14, 19	89	

FOR: ENTIRE AREA SERVED PSC NO.: 4 1st Revised SHEET NO. 4.30 CANCELING PSC NO.: 4 Original SHEET NO. 4.30

# SCHEDULE 4 (con't) CLASSIFICATION OF SERVICE

### LARGE POWER SERVICE--SINGLE AND THREE-PHASE-50--999 KVA(T) |RATE PER UNIT USE OF ENERGY BY CONSUMER The consumer shall install only electrical equipment that is suitable with the character of the service supplied by the Cooperative. The consumer shall install at his own expense motor starting, control and protective equipment, as required, to start, operate and protect al electrical equipment of the consumer so as to prevent unprovided for voltage fluctations or disturbances in the Cooperative's transmission and distribution systems. The Cooperative shall be the sole judge as to the suitability of electrical equipment to be connected to its lines and also as to whether the operation of such electrical equipment will be detrimental to its general service. All electrical equipment used by the consumer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started, or motors arranged for automatic control, must be of a type to give maximum current flow, and must be of a type, and equipped with controlling devices, approved by the Cooperative. The consumer shall have the Cooperative's written approval of the starting control and protective equipment used in starting and operating of any motor with a horsepower rating of 100 or more. In case of violation of this requirement, service may be discontinued by the Cooperative until such time a the consumer's use of the electrical energy furnished hereunder shall conform to these regulations. Such suspensions of service by the Cooperative shall not operate as a cancellation of this PUBLIC SERVICE COMMISSION agreement, or contract under which the consumer has OF CENTURY contracted with the Cooperative for electrical service. the consumer shall notify the Cooperative of any increase or decrease in his connected load. LIAY 1 1989 TERMS OF CONTRACT Contracts under this tariff will be made for not less URSUME A. A. A. S. 211, other of its intention to discontinue at the end of the yearly period. The Cooperative shall have the right to make contracts for periods of longer than one (1) year. Service on and after DATE OF ISSUE April 14, 1989 EFFECTIVE DATE May 14, 1989 GEN. MGR., 109 BAGBY PK., GRAYSON, KY ISSUED BY <

GRAYSON RURAL ELECTRIC

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FOR: ENTIRE AREA SERVED PSC NO.: 4 1st Revised SHEET NO. 4.40 CANCELING PSC NO.: 4 Original SHEET NO. 4.40

## SCHEDULE 4 (con't) CLASSIFICATION OF SERVICE

TERMS OF PAYMENT	
The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.	
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.	
	SION
PUBLIC SERVICE COMMISS OF KENTUCKY THETTER MAY 1 1989	, IOI
PURSUAL SECTION (A)	- 211, Z NAGER
JATE OF ISSUE April 14, 1989 EFFECTIVE DATE May 14, 1989 ISSUED BY Jule Kayse GEN. MGR., 109 BAGBY PK., GRAYSON,	

### FOR: ENTIRE AREA SERVED PSC NO.: 6 13<sup>TH</sup> REVISED SHEET NO.: 5.00 CANCELING PSC NO.: 5 12<sup>TH</sup> REVISED SHEET NO.: 5.00

SCHEDULE 5

### CLASSIFICATION OF SERVICE

		RATE PER UNIT
Reserved for Future Use		(D)
DATE OF ISSUE:	KENTUCA PUBLIC SERVICE C Gwen R. Pir	OMMISSION
DATE EFFECTIVE: Service Rendered on and after March 28, 2019 Month / Date / Year ISSUED BY: Gail Hill Officer)	Executive Dir	ector Punsor
V         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION         IN CASE NO.:       2018-00272         DATED:       03/28/2019	3/28/20 PURSUANT TO 807 KAR 5:0	19

### SCHEDULE 6

### CLASSIFICATION OF SERVICE

OUTDOOR LIGHTING SERVICE – SECURITY LIGHTS		RATE PEI	R UNIT
AVAILABILITY Available to members for dusk to dawn outdoor lighting on exis circuits.	ting overhead secondary		
RATE PER LIGHT PER MONTH			
LIGHTING 7,000 Lumens 10,000 Lumens Flood Lighting LED LIGHTING 3,600 LED Yard Light 19,176 LED Flood Light		\$12.72 \$15.29 \$21.92 \$12.72 \$26.59	I I I I
STREET LIGHTING 7,000 Lumens		\$12.72	I
FUEL ADJUSTMENT CLAUSE         All rates are applicable to the Fuel Adjustment Clause and may be by an amount per KWH equal to the fuel adjustment amount per KWH a Power Supplier plus an allowance for line losses. The allowance for line 10% and is based on a twelve month moving average of such losses. T to all other applicable provisions as set our in 807 KAR 5:056.         CONDITIONS OF SERVICE         1.       The Cooperative shall furnish, install, and maintain the out including lamp, luminaire, bracket attachment and control device on Cooperative, electrically connected so that power for operation of the lig out the meter for the consumer's other usage, at a location mutuall Cooperative and the customer.	utdoor lighting equipment an existing pole of the ht does not pass through		
2. The Cooperative shall maintain the lighting equipment, include and the customer within 72 hours after the customer not the need for maintenance of the lighting equipment.	<b>U</b>		
3. The lighting equipment shall remain the property of the Co shall protect the lighting equipment from deliberate damage.	operative. The customer	(Y	
DATE OF ISSUE: October 1, 2021 Month / Date / Year	PUBLIC SERVICE C Linda C. Brid		
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year ISSUED BY: Bradley Charry (Signature of Officer)	Executive Dir		1
TITLE: President and Chief Executive Officer	Ghale Q. H	E	

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: \_\_\_\_\_\_\_2021-00110 \_\_\_\_\_DATED: \_\_\_\_\_September 30, 2021 \_\_\_\_\_ **10/1/2021** PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 6.10 CANCELING PSC NO.: 3 Original SHEET NO. 6.10

SCHEDULE 6 (con't) CLASSIFICATION OF SERVICE

RATE PER UNIT
, 1981
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Issued by authority of P.S.C. in Adm. Case No. 240 dated March 31, 1981.

#### FOR: ENTIRE AREA SERVED PSC NO.: 4 1ST REVISED SHEET NO. 6.20 CANCELING PSC NO.: 4 Original SHEET NO. 6.20

#### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### SCHEDULE

#### CLASSIFICATION OF SERVICE

BASIS FOR THE ACCOUNTABILITY OF ENERGY USED BY SECURITY RATE PER UNIT LIGHTS (T) AVERAGE HOURS USE PER YEAR: 5,154 Yearly Average Approx. kWh Monthly Type Usage kWh Usage Light Wattage Lumens 43 7,900 515 Sodium Vapor 100 27,000 1,289 107 250 45,000 172 400 2,062 3,450 43 100 515 Mercury Vapor 7,400 75 902 175 250 10,500 1,289 107 172 400 19,100 2,062 43 100 1,480 515 Incandescent 150 2,350 773 65 3,250 1,031 86 200 1,546 5,200 129 300 8,750 2,577 500 215 (T) (D) PUBLIC SERVICE COMMISSION OF KENTUCKY FFFECTIVE JUL 02 1987 PURSUANT TO BUT KAR 5:011. SECTION 9 (1), , M Kor BY: PUBLIC SERVICE COMMISSION MANAGER (D) EFFECTIVE DATE July 2, 1987 DATE OF ISSUE June 12, 1986 GEN. MGR., 109 BAGBY PK., GRAYSON, KY ISSUED BY Issued by authority of P.S.C. in Case No. dated

### FOR: ENTIRE AREA SERVED PSC NO.: 6 15<sup>TH</sup> REVISED SHEET NO.: 7.00 CANCELING PSC NO.: 5 14<sup>TH</sup> REVISED SHEET NO.: 7.00

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### SCHEDULE 7

### CLASSIFICATION OF SERVICE

ALL ELECTRIC SCHOOLS (A.E.S.)		RATE PER UN	١IT
APPLICABLE In all territory served by Seller.			
<u>AVAILABILITY</u> Available to all public or not-profit private schools whose total including but not limited to heating, air conditioning, lighting and wat electricity furnished by the Cooperative, subject to its established rules and	er heating, is supplied		
CHARACTER OF SERVICE The electric service furnished under this rate schedule will be 60 c single phase or three phase service, present facilities permitting, and a voltages: Single Phase: 120, 120/240, 480, 240/480 volts; Three Phase 240/480, 277/480Y volts.	at the following nominal		
<u>RATE PER MONTH</u> Customer Charge Demand Charge per KW Energy Charge per KWH		\$38.53 6.78 .07585	I I I
<u>MINIMUM CHARGE</u> The minimum annual charge shall be sufficient to assure adequat facilities installed to serve the consumer, and in no event shall it be less required transformer capacity as determined by the Cooperative, or the contract for service, whichever is greater.	than \$9.00 per KVA of		
<u>TERMS OF CONTRACT</u> Service under this rate schedule will be furnished under an "Agre Power", for a term of not less than five (5) years.	eement for Purchase of		
TERMS OF PAYMENT The above rates are net, the gross being ten percents higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.			
			_
	KENTUCH PUBLIC SERVICE C		
DATE OF ISSUE: October 1, 2021 Month / Date / Year	Linda C. Brid Executive Dire		
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year ISSUED BY: Bradley Cherry (Signature of Officer)	Lide 6. A	ndwell	
TITLE: President and Chief Executive Officer	EFFECTIV		7
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/1/202</b> PURSUANT TO 807 KAR 5:0		

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 7.10 CANCELING PSC NO.: 3 Original SHEET NO. 7.10

### SCHEDULE 7 (con't) CLASSIFICATION OF SERVICE

ALL ELECTRIC SCHOOLS (A.E.S.)	RATE	PER	UNIT
SPECIAL TERMS AND CONDITIONS The consumer shall furnish the Cooperative information necessary to permit the Cooperative to determine and install the necessary transformer capacity to adequately service the load under maximum operating conditions.			
FUEL ADJUSTMENT CLAUSE 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 fine 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.			
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.			
PUBLIC SERVICE COMMISSIC			
EFFECTIVE MAR 31 198/ PURSUANT TO 807 KAR 5:011 SECTION 9 (1) BY:	, K		
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE March 31,	1981		

ISSUED BY Land L. Land GEN. MGR., 109 BAGBY PK., GRAYSON, KY Issued by authority of P.S.C. in Adm. Case No. 240 dated March 31, 1981.

SCHEDULE 9

CABLE TELEVISION ATTACHMENT TARIFF		RATE PI	ER UNIT
<u>APPLICABILITY</u> In all territory served by the Cooperative on poles owned Cooperative for its electric plant.	and used by the		
AVAILABILITY To all qualified CATV operators having the right to receive serv	ice.		
<u>RENTAL CHARGE PER MONTH</u> The yearly rental charge per attachment shall be as follows:			
Two-party pole attachment			
Two-party anchor attachment		\$6.54	(I)
Two-party grounding attachment		4.37	(I)
Three-party pole attachment		0.29	(D)
Three-party anchor attachment		5.23 2.88	(I) (I)
Three-party grounding attachment		0.18	(I) (D)
The rental charges are net, the gross being ten percent (10%) high current annual bill is not paid within fifteen (15) days from the date of rate shall apply.			
<u>SPECIFICATIONS</u> A. The attachment to poles covered by this tariff shall at all trequirements of the National Electric Safety code, 1981 Edition revisions thereof, except where the lawful requirements of public auth stringent, in which case the latter will govern.	n, and subsequent		
B. The strength of poles covered by this agreement sh withstand the transverse and vertical load imposed upon them under the National Electrical Safety Code assumed for the area in whic	the storm loading of		
	PUBLIC SERVICE OF KENTI EFFECT 6/3/200 PURSUANT TO 80	JCKY IVE 9	
DATE OF ISSUE: JUNE 15, 2009 ISSUED BY:		Vice on a E: <u>JUNE</u> ark, Gray	and after 3, 2009
UUM PINCUNG		II <del>CCIOF</del>	

CLASSIFICATION OF SERVICE

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.10 CANCELING PSC NO.: 3 Original SHEET NO. 9.10

### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

RATE PER UNIT CABLE TELEVISION ATTACHMENT TARIFF ESTABLISHING POLE USE Before the CATV operator shall make use of any of Α. the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the Cooperative's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install. The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV PUBLIC SERVICE COMMISSION operator a cost estimate (including overhead and less OF KENTUCKY salvage value of materials) of all changes that may be EFFECTIVE required in each such pole line. Upon written notice by the CATV operator to the Cooperative that the cost JAN 01 1984 estimate is approved, the Cooperative shall proceed with the necessary changes in pole lines covered by cost PURSUANT TO 807 KAR 5:011, estimate. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operator shall, at their own expense, make attachments in such manner as not to interfere with the service of the Cooperative. B. Upon completion of all changes, the CATV operator shall pay to the Cooperative the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator nereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Cooperative to the CATV operator in a form mutually agreed upon. Any reclearing of existing rights-of-way and any с. tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator. DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January 1, 1984 GEN. MGR., 109 BAGBY PK., GRAYSON, KY rold h. ISSUED BY 0

Issued by authority of P.S.C. in Adm. Case No. 251-35 dated May 23, 1983.

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FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.20 CANCELING PSC NO.: 3 Original SHEET NO. 9.20

# SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

ESTABLISHING POLE USE (con't) D. All poles to which attachments have been made under this tariff shall remain the property of the Cooperative, and any payments made by the operator for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any said poles. E. Any charges necessary for correction of substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at a rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.	
substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at a rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.	
A. The Cooperative does not warrant nor assure to the CATV operator any rights-of-way privileges or easements and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on the Cooperative's poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and rights-of- way.	IC SERVICE COMMISS! OF KENTUCKY
MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION A. Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.	SECTION 9 (V
B. Whenever it is necessary to replace or relocate an attachment, the Cooperative shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operator specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, the Cooperative may elect to do such work and the CATV operator.	

Issued by authority of P.S.C. in Adm. Case No. 251-35 dated May 23, 1983.

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FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.30 CANCELING PSC NO.: 3 Original SHEET NO. 9.30

# SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF	RATE PER UNIT
MAINTENANCE OF POLES, ATTACHMENTS AND OPERATIONS (con't) C. Any existing attachment of CATV which does not conform to the specifications as set out in this tariff hereof shall be brought into conformity therewith as soon as practical. The Cooperative, because of the importance of its service, reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines or appurtenances. Such inspection, made or not, shall not operate to relieve the CATV operator of any responsibility, obligations or liability assumed under the tariff.	
D. The Cooperative reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to. The Cooperative shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with the operation of the cables, wires and appliances of the CATV operator arising in any manner out of the use of the Cooperative's poles hereunder. The Cooperative shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or PUBLIC contractors, and, except for removal for non-payment or for failure to post or maintain the required "Performance Bond," agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of facilities damaged by the negligence of the Cooperative.	EFFECTIVE
BY:	J. Seogneza
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January	 _, 1984
ISSUED BY Handle Hangle GEN. MGR., 109 BAGBY PK.	
Issued by authority of P.S.C. in Adm. Case No. 251-35 dated	i May 23, 1983.

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.40 CANCELING PSC NO.: 3 Original SHEET NO. 9.40

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

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# SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF	RATE PER UNIT
<u>INSPECTIONS (con't)</u> B. <u>Make-Ready Inspection</u> : Any "make-ready" inspection or "walk-through" inspection required of the Cooperative will be paid for by the CATV operator at a rate equal to the Cooperative's actual expenses, plus appropriate overhead charges.	
INSURANCE OR BOND A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by the Cooperative itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of the Cooperative, either solely or in concurrence with addition alleged joint negligence of the Cooperative. The Cooperative shall be liable for sole active negligence.	EFFECTIVE
company authorized to do business in the Commonwealth of PURSL Kentucky:	JAN 01 1984 JANT TO 807 KAR 5:011, SECTION 9 (1)
i. Protection for its employees to the extent required by Workmen's Compensation Law of Ky.	+ - cy age
2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000 for each person and \$300,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.	
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January 1	. 1984

ISSUED BY <u>Housed La Carb</u> GEN. MGR., 109 BAGBY PK., GRAYSON, KY Issued by authority of P.S.C. in Adm. Case No. 251-35 dated May 23, 1983.

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FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.50 CANCELING PSC NO.: 3 Original SHEET NO. 9.50

# SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF	RATE PER UNIT
INSURANCE OR BOND (con't) Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the Cooperative a certificate for such coverage, evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:	
"The insurance or bond provided herein shall also be for the benefit of Grayson Rural Electric Cooperative Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Grayson Rural Electric Cooperative Corporation."	
CHANGE OF USE PROVISION When the Cooperative subsequently requires a change in its poles or attachment for reasons unrelated to the CAUVIC operations, the CATV operator shall be given forty-eight (48) hours notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet the Cooperative's time schedule for such changes, the Cooperative may do the work and charge the CATV operator its reasonable cost for performing the PURSU change of CATV attachments.	OF KENTUCKY EFFECTIVE JAN 01 1984
ABANDONMENT A. If the Cooperative desires at any time to abandon any pole to which CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall there- upon become the property of the CATV operator, and the CATV operator shall save harmless the Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Cooperative for such pole an amount equal to the Cooperative's depreciated	
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January 1 ISSUED BY Handle Hart GEN. MGR., 109 BAGBY PK.,	
Issued by authority of P.S.C. in Adm. Case No. 251-35 dated	

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FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.60 CANCELING PSC NO.: 3 Original SHEET NO. 9.60

# SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF	RATE PER UNIT
ABANDONMENT (con't) cost thereof. The Cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.	
B. The CATV operator may at any time abandon the use of the attached pole by giving due notice thereof in writing to the Cooperative and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case pay to the Cooperative the full rental for said pole for the then current billing period.	
<u>RIGHTS OF OTHERS</u> Upon notice from the Cooperative to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.	
on said property shall be paid by the owner thereof, but any tax fee, or charge levied on the Cooperative's poles solely because of their use by the CATV operator shall be	LAN 01 1984
	ANT TO 807 KAR 5:011, SECTION 9 (1)
BOND OR DEPOSITOR PERFORMANCE A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified on the amount of twenty-five thousand dollars (\$25,000.00), until such time as the CATV operator shall occupy twenty-five hundred (2500) poles of the Cooperative and thereafter the amount thereof shall be increased to increments of one thousand dollars (\$1,000.00), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to the Cooperative fifteen	) : L : cog hegen
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January 1	, 1984
ISSUED BY Harald L. Haight GEN. MGR., 109 BAGBY PK.,	
Issued by authority of P.S.C. in Adm. Case No. 251-35 dated	

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 9.70 CANCELING PSC NO.: 3 Original SHEET NO. 9.70

# SCHEDULE 9 (con't) CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFF	RATE PER UNIT
<ul> <li>BOND OR DEPOSITOR PERFORMANCE (con't)</li> <li>(15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request from the Cooperative, then the Cooperative shall have the right to remove them at the cost and expense of the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to the Cooperative for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.</li> <li>B. After the CATV operator has been a customer of the</li> </ul>	
EFI <u>USE OF ANCHORS</u> The Cooperative reserves the right to prohibit the JAN use of any existing anchors by CATV operator where the strength or conditions of said anchors cannot be reputitionally of the strength or conditions of said anchors cannot be reputitionally of the strength or conditions of said anchors cannot be reputitionally of the strength or conditions of said anchors cannot be reputitionally of the strength of	ENTUCKY FECTIVE 01 1984
DATE OF ISSUE January 27, 1986 EFFECTIVE DATE January 1 ISSUED BY Harald L. Harfut GEN. MGR., 109 BAGBY PK.,	

Issued by authority of P.S. $\dot{d}$ . in Adm. Case No. 251-35 dated May 23, 1983.

### **GRAYSON RURAL ELECTRIC**

### COOPERATIVE CORPORATION

Schedule 10

# CLASSIFICATION OF SERVICE

RESIDENTIAL TIME OF DAY (TOD)	RATE PER UNIT		
<b>AVAILABILITY</b> Available to members of the Cooperative for all residential farm and hor established rules and regulations. Approval of the Cooperative must be obtained p any motor having a rated capacity of five horsepower or more.			
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating current at the Co secondary voltages.	ooperative's standard		
RATE Customer Charge On-Peak Energy per kWh Off-Peak Energy per kWh		\$21.84 I .20589 I .06510 I	
<b>WINTER SCHEDULE</b> For the purpose of this tariff, the <u>on-peak</u> billing period for the months of December, January, February, March, & April is defined as 7:00 am to 11:0 9:00 pm, Monday through Friday. The <u>off-peak</u> billing period is defined as and 11:00 am to 5:00 pm, Monday through Friday. All weekends and holid	00 am and 5:00 pm to s 9:00 pm to 7:00 am		
<b>SUMMER SCHEDULE</b> For the purpose of this tariff, the <u>on-peak</u> billing period for the months of May, June, July, August, & September is defined as 1:00 pm to 9:00 pm, Monday through Friday. The <u>off-peak</u> billing period is defined as 9:00 pm to 1:00 pm, Monday through Friday. All weekends and holidays are <u>off-peak</u> .			
<b>MINIMUM MONTHLY CHARGE</b> The minimum monthly charge shall be the minimum charge specified i minimum monthly customer charge, or \$0.75 per KVA or installed ca greater.			
<b>FUEL ADJUSTMENT CHARGE</b> All rates are applicable to the Fuel Adjustment Clause and may be included by an amount per kWh equal to the fuel adjustment amount per kWh as be power supplier plus an allowance for line losses. The allowance for line losses and is based on a twelve-month moving average of such losses. Subject to all other applicable provisions as set out in 807 KAR 5:056.	illed by the wholesale osses will not exceed		_
	KENTU PUBLIC SERVICE	CKY COMMISSION	
DATE OF ISSUE: October 1, 2021 Month / Date / Year	Linda C. B Executive D		
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year	Q n	l'an	
ISSUED BY: Bradley Cherry (Signature of Officer)	Chide 6. 4	Puelwell	
TITLE: President and Chief Executive Officer	EFFECT		

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2021-00110 DATED: September 30,2021

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

EFFECTIVE 7/31/2013

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

### SCHEDULE 10

IN CASE NO .: 2012-00426

TITLE:

## CLASSIFICATION OF SERVICE

RESIDENTIAL TIME OF DAY (TOD)	RATE PER UNIT	
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In monthly bill is not paid within fifteen (15) days from the mailing date of the b apply.	n the event the current bill, the gross rates shall	
METERING Necessary metering equipment will be furnished and maintaine which shall have the option of metering service supplied hereunder at either voltage.	ed by the Cooperative er primary or secondary	
<ul> <li>SERVICE PROVISIONS         <ol> <li>Delivery Point. If service is furnished at secondary voltage, the deliver metering point unless otherwise specified in the contract for service. All wir other electrical equipment on the load side of the delivery point shall be own the consumer.             <ul> <li>If service is furnished at the Cooperative's primary voltage, the delivery be the point of attachment of the Cooperative's primary line to the consumer structure unless otherwise specified on the contract for service. All wiring, electrical equipment (except metering equipment) on the load side of the owned and maintained by the consumer.</li></ul></li></ol></li></ul>	ring, pole lines and ned and maintained by point shall er's transformer pole lines, and other delivery point shall be must be three-phase or disturbances on its haracteristics, such vice. The minimum e \$1.00 per kVA of nder the paragraph	
DATE OF ISSUE: July 31, 2013 Month / Date / Year DATE EFFECTIVE: Service Rendered on and after July 31, 2013	KENTUC PUBLIC SERVICE ( JEFF R. DEF	COMMISSION ROUEN
ISSUED BY:	EXECUTIVE DI TARIFF BRA	

(Signature of Officer)

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

President and Chief Executive Officer

\_DATED: July 31, 2013

#### SCHEDULE 11

## CLASSIFICATION OF SERVICE

SMALL COMMERCIAL TIME OF DAY (TOD)	IALL COMMERCIAL TIME OF DAY (TOD)		NIT
<u>AVAILABILITY</u> Available to members of the Cooperative for all Small Commercial us subject to established rules and regulations. Approval of the Cooperat prior to the installation of any motor having a rated capacity of five horsepo	tive must be obtained		
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating current at the C secondary voltages.	Cooperative's standard		
<u>RATE</u> Customer Charge On-peak Energy per kWh Off-peak Energy per kWh		\$28.26 .20123 .05968	I I I
WINTER SCHEDULE For the purpose of this tariff, the <u>on-peak</u> billing period for the months of December, January, February, March, & April is defined as 7:00 am to 11: 9:00 pm, Monday through Friday. The <u>off-peak</u> billing period is defined a and 11:00 am to 5:00 pm, Monday through Friday. All weekends and holid	:00 am and 5:00 pm to as 9:00 pm to 7:00 am		
SUMMER SCHEDULE For the purpose of this tariff, the <u>on-peak</u> billing period for the month August, & September is defined as 1:00 pm to 9:00 pm, Monday through billing period is defined as 9:00 pm to 1:00 pm, Monday through Frida holidays are <u>off-peak</u> .	Friday. The <u>off-peak</u>		
MINIMUM MONTHLY CHARGE The minimum monthly charge shall be the minimum charge specified minimum monthly customer charge, or \$0.75 per KVA or installed or greater.			
DATE OF ISSUE: October 1, 2021 Month / Date / Year	KENTU PUBLIC SERVICE		
DATE EFFECTIVE: Service Rendered on and after October 1, 2021	Linda C. B	ridwoll	

xecu	tive		or

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 2021</u>

herry

ISSUED BY: Brade

TITLE:

Month / Date / Year

(Signature of Officer)
President and Chief Executive Officer

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

### FOR: ENTIRE AREA SERVED PSC NO.: 2 1st REVISED SHEET NO.: 11.20 CANCELLING PSC NO.: 1 ORIGINAL SHEET NO.: 11.20

RATE PER UNIT

### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 11

### CLASSIFICATION OF SERVICE

## SMALL COMMERCIAL TIME OF DAY (TOD)

### 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 10% and is based on a twelve-month moving average of such losses. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

### TERMS OF PAYMENT

The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.

### METERING

Necessary metering equipment will be furnished and maintained by the Cooperative which shall have the option of metering service supplied hereunder at either primary or secondary voltage.

### SERVICE 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 electrical equipment on the load side of the delivery point shall be owned and maintained by the consumer.

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

DATE OF ISSUE:	July 31, 2013
	Month / Date / Year
DATE EFFECTIVE:	Service Rendered on and after July 31, 2013
(	Month / Date / Year
ISSUED BY:	and bill sing
	(Signature of Officer)
TITLE:	President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2012-00426 DATED: July 31, 2013

PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
7/31/2013

KENTUCKY

7/31/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 11 CLASSIFICATION OF SERVICE RATE PER UNIT SMALL COMMERCIAL TIME OF DAY (TOD) SERVICE PROVISIONS (cont.) 2. Motors having a rated capacity in excess of five horsepower (5 h.p.) must be three-phase unless written permission has been obtained from the Cooperative. 3. In the event the Cooperative, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply operating characteristics, such service will be metered and billed separately from the consumer's other service. The minimum monthly charge for separate service to welders, x-ray machines, etc., will be \$1.00 per kVA of installed transformer capacity instead of the minimum charge as set forth under the paragraph "Minimum Monthly Charge" of this schedule. ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency control Program as filed with the Kentucky Public Service Commission on February 23, 1981, in Administrative Case no. 240 and as approved bye the Commission in its order of March 31, 1981. DATE OF ISSUE: July 31, 2013 Month / Date / Year DATE EFFECTIVE: Service Rendered on and after July 31, 2013 Month / Date / Year

ISSUED BY:

TITLE:

\_\_\_\_\_

President and Chief Executive Officer

Our

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2012-00426 DATED; July 31, 2013

all

(Signature of Officer)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
7/31/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

### SCHEDULE 15

## CLASSIFICATION OF SERVICE

RESIDENTIAL DEMAND & ENERGY RATE	RATE PER	UNIT
<u>Availability</u> Available to members of the Cooperative for all residential farm and home uses subject to established rules and regulations. Approval of the Cooperative must be obtained prior to the installation of any motor having a rated capacity of five horsepower or more.		
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating current at the Cooperative's standard secondary voltages.		
RATE Customer Charge Energy Charge per kWh Demand Charge per kW	\$20.55 .06559 4.74	(I) (I) (I)
<u>MINIMUM MONTHLY CHARGE</u> The minimum monthly charge shall be the minimum charge specified in the contract, or the minimum monthly customer charge, or \$0.75 per KVA or installed capacity, whichever is greater.		
<u>FUEL ADJUSTMENT CHARGE</u> 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 10% and is based on a twelve-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:	October 1, 2021
	Month / Date / Year
DATE EFFECTIVE: Service Re	ndered on and after October 1, 2021
	Month / Date / Year
ISSUED BY: Bradley Che	rry
	(Signature of Officer)
TITLE: Presid	ent and Chief Executive Officer
BY AUTHORITY OF ORDER OF THE PU IN CASE NO.: 2021-00110	

KENTUCKY PUBLIC SERVICE COMMISSION		
Linda C. Bridwell Executive Director		
Thide G. Andwell		
EFFECTIVE		
10/1/2021		
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

## FOR: ENTIRE AREA SERVED PSC NO.: 2 1<sup>st</sup> REVISED SHEET NO.: 15.20 CANCELING PSC NO.: 1 ORIGINAL SHEET NO.: 15.20

SCHEDULE 15

## CLASSIFICATION OF SERVICE

RESIDENTIAL DEMAND & ENERGY RATE	RATE PER UNIT	
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In monthly bill is not paid within fifteen (15) days from the mailing date of the b apply.		
METERING Necessary metering equipment will be furnished and maintaine which shall have the option of metering service supplied hereunder at eithe voltage.		
<u>SERVICE PROVISIONS</u> 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 electrical equipment on the load side of the delivery point shall be owned and maintained by the consumer. If service is furnished at the Cooperative's primary voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the consumer's transformer structure unless otherwise specified on the contract for service. All wiring, pole lines, and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.		
<ol> <li>Motors having a rated capacity in excess of five horsepower (5 h.p.) unless written permission has been obtained from the Cooperative.</li> </ol>		
3. In the event the Cooperative, in order to prevent voltage fluctuations system, installs separate transformer or transformers to supply operating c service will be metered and billed separately from the consumer's other se monthly charge for separate service to welders, x-ray machines, etc., will b installed transformer capacity instead of the minimum charge as set forth u "Minimum Monthly Charge" of this schedule.		
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency control Program as Public Service Commission on February 23, 1981, in Administrative approved by the Commission in its order of March 31, 1981.		
DATE OF ISSUE: July 31, 2013 PUBLIC SERVICE COMMIS		
Month / Date / Year JEFF R. DER DATE EFFECTIVE: Service Rendered on and after July 31, 2013 EXECUTIVE DIF		
ISSUED BY:	tariff brai Bunt Kin	исн
TITLE: President and Chief Executive Officer	EFFECTIV	E
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	7/31/20 PURSUANT TO 807 KAR 5:0	

IN CASE NO.: \_\_\_\_\_\_DATED: July 31, 2013\_\_\_\_\_

### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 16

## FOR: ENTIRE AREA SERVED PSC NO.: 3 6<sup>th</sup> REVISED SHEET NO.: 16.10 CANCELING PSC NO.: 2 5<sup>th</sup> REVISED SHEET NO.: 16.10

	-		
SMALL COMMERCIAL DEMAND & ENERGY RATE		RATE PER U	NIT
AVAILABILITY Available to members of the Cooperative for Small Commercia KVA, subject to established rules and regulations. Approval of the 0 obtained prior to the installation of any motor having a rated capacit or more.	Cooperative must be		
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating current a standard secondary voltages.	at the Cooperative's		
RATE Customer Charge Energy Charge per kWh Demand Charge per kW		\$ 30.83 \$ .06404 \$ 6.78	I I I
<u>MINIMUM MONTHLY CHARGE</u> The minimum monthly charge shall be the minimum charge spector or the minimum monthly customer charge, or \$0.75 per KVA of whichever is greater.			
FUEL ADJUSTMENT CHARGE All rates are applicable to the Fuel Adjustment Clause and m decreased by an amount per kWh equal to the fuel adjustment a billed by the wholesale power supplier plus an allowance for line loss for line losses will not exceed 10% and is based on a twelve-month such losses. This Fuel Clause is subject to all other applicable pro 807 KAR 5:056.	amount per kWh as ses. The allowance n moving average of		
DATE OF ISSUE: October 1, 2021	KENTU	ску	_

CLASSIFICATION OF SERVICE

Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021         Month / Date / Year         ISSUED BY:       Bradley Charry         (Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION         IN CASE NO.:       2021-00110         DATED:       September 30, 2021	DATE OF 1330E.	
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year ISSUED BY: Bradley Charry (Signature of Officer) TITLE: President and Chief Executive Officer BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		Month / Date / Year
Month / Date / Year         ISSUED BY: Bradley Charry (Signature of Officer)         TITLE: President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		Month / Date / Teal
Month / Date / Year         ISSUED BY: Bradley Charry (Signature of Officer)         TITLE: President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		Service Dendered on and offer October 1, 2021
ISSUED BY: Bradley Charry (Signature of Officer) TITLE: President and Chief Executive Officer BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	DATE EFFECTIVE.	Service Rendered on and alter October 1, 2021
(Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		Month / Date / Year
(Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	Bind	
(Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	ISSUED BY: Vrade	ey herry
TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		(Signature of Officer)
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		
	TITLE:	President and Chief Executive Officer
IN CASE NO.: 2021-00110 DATED: September 30, 2021		
	IN CASE NO.: 2021-	00110 DATED: September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Thide G. Andwell	
EFFECTIVE	
10/1/2021	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

## **GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION**

### SCHEDULE 16

TITLE:

IN CASE NO.: \_\_\_\_\_\_2012-00426

## CLASSIFICATION OF SERVICE

SMALL COMMERCIAL DEMAND & ENERGY RATE	RATE PER UNIT			
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In monthly bill is not paid within fifteen (15) days from the mailing date of the bi apply.	the event the current II, the gross rates shall			
METERING Necessary metering equipment will be furnished and maintaine which shall have the option of metering service supplied hereunder at either voltage.	d by the Cooperative r primary or secondary			
metering point unless otherwise specified in the contract for service. All wiri	<ol> <li>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 electrical equipment on the load side of the delivery point shall be owned and maintained by</li> </ol>			
If service is furnished at the Cooperative's primary voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the consumer's transformer structure unless otherwise specified on the contract for service. All wiring, pole lines, and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.				
<ol><li>Motors having a rated capacity in excess of five horsepower (5 h.p.) must be three-phase unless written permission has been obtained from the Cooperative.</li></ol>				
3. In the event the Cooperative, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply operating characteristics, such service will be metered and billed separately from the consumer's other service. The minimum monthly charge for separate service to welders, x-ray machines, etc., will be \$1.00 per kVA of installed transformer capacity instead of the minimum charge as set forth under the paragraph "Minimum Monthly Charge" of this schedule.				
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency control Program as Public Service Commission on February 23, 1981, in Administrative C approved by the Commission in its order of March 31, 1981.				
DATE OF ISSUE:	KENTUC PUBLIC SERVICE (			
Month / Date / Year	JEFF R. DER	OUEN		
DATE EFFECTIVE: Service Rendered on and after July 31, 2013 Monthy / Date / Year	EXECUTIVE DII TARIFF BRA			
ISSUED BY:(Signature of Officer)	B. + Li	Real		

President and Chief Executive Officer

\_\_\_\_\_DATED: July 31, 2013

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

7/31/2013

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

P.S.C. KY NO.8

CANCELS P.S.C. KY NO. 7

GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

OF

GRAYSON, KENTUCKY

RATES, RULES, AND REGULATIONS FOR PURCHASING

## ELECTRIC POWER AND ENERGY

 $AT^{\cdot}$ 

VARIOUS LOCATIONS THROUGHOUT KENTUCKY

FROM

QUALIFIED COGENERATION AND

SMALL POWER PRODUCTION FACILITIES

FILED WITH THE PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED <u>March 30, 2012</u>

EFFECTIVE June 1, 2012

	KENTUCKY
ISSUED BY GRAYSON KURA	PUBLIC SERVICE COMMISSION L ELECTRIC JEFF R. DEROUEN EXECUTIVE DIRECTOR
BY Can	Hills, "TARYEF BRANCH
	Bunt Kirtley
Carol Hall Fraley	EFFECTIVE
President and Ch	ief Executive Offiq92012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Cogeneration and Small Power Production <u>Power Purchase Rate Schedule Over</u> 100 kW from Dispatchable Generation Sources

### <u>Availability</u>

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 Grayson Rural Electric Cooperative Corporation 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 20MW.

### <u>Rates</u>

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.

- 1. Capacity \$19.13 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC.
- Energy A Qualifying Facility ("QF") will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM 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 \$0.00016 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 20 MW.
- 2. All power from a QF will be sold only to EKPC.

of Kentucky in Case No. 2021-00198 dated October 26, 2021.

- 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 protection for EKPC and Grayson Rural Electric.
- 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.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2021	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after November 1, 20	
ISSUED BY:	Bradley Cherry	Shale G. Andwell
	Bradley Chefry U President and Chief Executive Officer	EFFECTIVE 11/1/2021
Issued by authority of an Order of the Public Service Commission		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### Grayson Rural Electric Cooperative Corporation

### Over 100 kW from Dispatchable Generation Sources (continued)

- 6. QF shall reimburse EKPC and Grayson Rural Electric for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
- 7. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000.00
  - b. Property Damage \$500,000.00
- 8. Initial contract term shall be for a minimum of five years.
- 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. The QF is responsible for the cost of all facilities on QF's site to meet and maintain eligibility as a PJM Interconnection, LLC ("PJM") capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility.
- 12. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a).
- 13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell Executive Director
DATE OF ISSUE:	March 31, 2021	1 $1$ $1$ $1$ $1$ $1$ $1$ $1$ $1$ $1$
DATE EFFECTIVE:	Service rendered on and after November 1, 20	21 Thide G. Andwell
ISSUED BY:	Bradley Cherry	That t. The
	Bradley Cherry	EFFECTIVE
	President and Chief Executive Officer	11/1/2021
Issued by authority of an Order of the Public Service Commission		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

of Kentucky in Case No. 2021-00198 dated October 26, 2021.

## **RESERVED FOR FUTURE USE**

DATE OF ISSUE:

March 31, 2021

DATE EFFECTIVE:

Service rendered on and after November 1, 2021

**ISSUED BY:** 

Bradley Cherry

Bradley Cherry President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00198 dated October 26, 2021.

KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director 1 Ande G. Andwell EFFECTIVE

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

I

### 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 Grayson Rural Electric Cooperative Corporation 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 \$19.13 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC.
- Energy QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of the delivery. The payments will be offset by a market administration fee of \$0.00016 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 protection for EKPC and Grayson Rural Electric.
- 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 Grayson Rural Electric for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
- 6. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000.00
  - b. Property Damage \$500,000.00
- 7. Initial contract term shall be for a minimum of five years.
- 8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
- Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
   PUBLIC SERVICE COMMISSION

		Linda C. Bridwell
DATE OF ISSUE:	March 31, 2021	
DATE EFFECTIVE:	Service rendered on and after November 1, 2	1021. Ande G. Andwell
ISSUED BY:	Bradley Cherry	Shale Q. Athanicy
	Bradley Chepry	EFFECTIVE
	President and Chief Executive Officer	11/1/2021
Issued by authority of a	n Order of the Public Service Commission	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00198 dated October 26, 2021.

of Kentucky in Case No. 2021-00198 dated October 26, 2021.

### Equal To or Less Than 100 kW from Dispatchable Generation Sources (continued)

- 10. The QF is responsible for the cost of all facilities on QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility.
- 11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2021	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after November 1, 20 Bradley, Cherry,	21 Thide G. Andwell
	Bradley Cherry Bradley Cherry President and Chief Executive Officer	EFFECTIVE 11/1/2021
Issued by authority of a	n Order of the Public Service Commission	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### <u>Cogeneration and Small Power Production Power Purchase</u> <u>Rate Schedule Over 100 kW from Non-Dispatchable Generation Sources</u>

### **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 Grayson Rural Electric 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 20 MW.

### <u>Rates</u>

QF will be credited monthly for the electric power produced by non-dispatchable generation facilities at the value of the real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00016 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 20 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 protection for EKPC and Grayson Rural Electric.
- 5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices.
- 6. QF shall reimburse EKPC and Grayson Rural Electric for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
- 7. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000.00.
  - b. Property Damage \$500,000.00

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell Executive Director
DATE OF ISSUE:	March 31, 2021	$1 \int \rho \Lambda$
DATE EFFECTIVE:	Service rendered on and after November 1, 20	21 Thide & Andwell
ISSUED BY:	Bradley Cherry	Jhace O. Francisco
	Bradley Cherry	EFFECTIVE
	President and Chief Executive Officer	11/1/2021
Issued by authority of ar	n Order of the Public Service Commission	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Over 100 kW from Non-Dispatchable Generation Sources (continued)

8. Initial contract term shall be for a minimum of five years.

of Kentucky in Case No. 2021-00198 dated October 26, 2021.

- 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. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a).
- 12. Updated market administration fees will be filed with the Public Service Commission of Kentucky by March 31 of each year.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2021	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after November 1, 20	21 $( $ $) $ $($ $) $ $($ $) $ $($ $)$
ISSUED BY:	Bradley Cherry Bradley Cherry	Thide G. Andwell
	President and Chief Executive Officer	EFFECTIVE
Issued by authority of ar	o Order of the Public Service Commission	<b>11/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### Grayson Rural Electric Cooperative Corporation

#### <u>Cogeneration and Small Power Production Power Purchase</u> <u>Rate Schedule 100 kW or Less from Non-Dispatchable Generation Sources</u>

### **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 Grayson Rural Electric for the purchase of electric power by EKPC.

#### <u>Rates</u>

QF will be credited monthly for the electric power produced by non-dispatchable generation facilities at the value of the real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00016 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 protection for EKPC and Grayson Rural Electric.
- 4. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices.
- 5. QF shall reimburse EKPC and Grayson Rural Electric for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
- 6. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000.00.
  - b. Property Damage \$500,000.00
- 7. Initial contract term shall be for a minimum of five years.
- 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. Updated market administration fees will be filed with the Public Service Commission of Kentucky by March 31 of each year.

		PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2021	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after November 1, 20 Bradley Cherry	21 Thide G. Budwell
	Bradley Cherry President and Chief Executive Officer	EFFECTIVE 11/1/2021
	Order of the Public Service Commission 2021-00198 dated October 26, 2021.	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR: ENTIRE AREA SERVED PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 12.00 CANCELING PSC NO.: 4 7<sup>th</sup> REVISED SHEET NO.: 12.00

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 1	2 (a) CLA	SSIFICATION OF SERVICE			
LARGE INDU	STRIAL SERVICE – LLF	1,000 TO 4,999 KVA		RATE PER UN	IT
or greater than regulations of t	ble to all members of the Coop 1500 KW but less than 5,000 the Cooperative that have bee <u>OR SERVICE</u> DUSTRIAL POWER AGREEN	Derative whose monthly contra KW. All use is subject to the on or may be adopted by its Bo MENT" shall be executed by th	established rules and bard of Directors.		
TYPE OF SER Three-J AGREEMENT	phase, 60 hertz, alternating o	current as specified in the "I	NDUSTRIAL POWER		
Deman	<u>DNTH</u> er Charge nd Charge per KW of Billing Do <sup>r</sup> Charge per KWH	emand		\$581.73 10.79 .04609	I I I
DETERMINAT	ION OF BILLING DEMAND				
The mo	onthly billing demand shall be	the greater of (A) or (B) listed	below:		
(A)	The contract demand				
(B)	during the fifteen minute in	e the highest average rate at terval coincident with Grayso ing the current month for the b	on's wholesale power		
	<u>Months</u>	<u>Hours Applicable Fo</u> Demand Billing - Est			
Octobe	r through April	7:00a.m.to 12:00 No 5:00p.m. to 10:00 p.r			
May th	rough September	10:00a.m.to 10:00 p.	m.		
			KENTU		
DATE OF ISSUE:	October 1, 2021		PUBLIC SERVICE	COMMISSION	

 Month / Date / Year

 DATE EFFECTIVE:
 Service Rendered on and after October 1, 2021

 Month / Date / Year

 ISSUED BY:
 Bradley

 (Signature of Officer)

TITLE: President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2021-00110 DATED: September 30, 2021 PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director Hide G. Hidewell EFFECTIVE 10/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) GRAYSON RURAL ELECTRIC

FOR: ENTIRE AREA SERVED PSC NO.: 4 1<sup>st</sup> Revised SHEET NO.: 12.10 Cancelling PSC NO.: 4 Original SHEET NO.: 12.10

ARGE INDUSTRIAL SERVICE-LLF 500 TO 4,999 KVA (con't) (T <u>OWER FACTOR ADJUSTMENT</u> the consumer agrees to maintain a unity power factor is nearly as practicable at each delivery point at the time of the monthly maximum demand. when the power factor		RATE	PER UNIT
the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. when the power factor			
s determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.			
TUEL ADJUSTMENT CLAUSE All rates are applicable to the Fuel Adjustment clause and may be increased or decreased by an amount per WH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line cosses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such cosses. The Fuel Clause is subject to all other applicable provisions as set our in 807 KAR 5:056.			
INIMUM MONTHLY CHARGE The minimum monthly charge shall not be less than the um of the customer charge plus the product of the billing memand multiplied by the demand charge per KW.			
The above rates are net, the gross being ten percent igher. In the event the current monthly bill is not paid ithin fifteen (15) days from the mailing date of the ill, the gross rates shall apply.		PUBLIC SERV Of K Efi	CE COMMIS ENTUCKY ECTIVE
This tariff is subject to the Energy Emergency ontrol Program as filed with the Kentucky energy egulatory Commission (now the Public Service Commission) n February 23, 1981, in Administrative Case No. 240 and s approved by the Commission in its order of March 31, 981.		PURSUANT T SEC BY: <u>Stec</u> ha	0 1 2001 0 807 KAR 51 110N 9 (1) 0 But 1 THE COMMISSI
		be on an	
ATE OF ISSUE June 25, 2001 EFFECTIVE E SSUED BY $\chi$ (MINIMIC Pres. & CEO,	)ATI	August	1, 2001
- CLUNG PACE VALUE			
y the authority of P.S.C. in Case No. 2001-127, dated <u>8/2</u>	/01	•	

FOR: ENTIRE AREA SERVED PSC NO.: 6 9<sup>th</sup> REVISED SHEET NO.: 12.20 CANCELING PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 12.20

Linda C. Bridwell Executive Director

EFFECTIVE

10/1/2021

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

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE12 (b)

DATE EFFECTIVE:

TITLE:

ISSUED BY: Brad

Service Rendered on and after October 1, 2021

Month / Date / Year

(Signature of Officer)
President and Chief Executive Officer

erry

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO.: 2021-00110 DATED: September 30, 2021

LARGE INDU	STRIAL SERVICE – LLF 5,000	) TO 9,999 KVA		RATE PER UNIT	
or greater that	/ ble to all members of the Cooperative n 4,999 KW but less than 10,000 KW s of the Cooperative that have been o	> All use is subject to	the established rules		
	<u>FOR SERVICE</u> DUSTRIAL POWER AGREEMENT" s edule.	shall be executed by t	he member for service		
TYPE OF SEF Three- AGREEMENT	phase, 60 hertz, alternating current	as specified in the "I	NDUSTRIAL POWER		
Demar	<u>ONTH</u> ner Charge nd Charge per KW of Billing Demand / Charge per KWH			\$1,162.40 10.79 .04366	I I I
	TION OF BILLING DEMAND onthly billing demand shall be the grea	ater of (A) or (B) listed	below:		
(A)	The contract demand				
(B)	The kilowatt demand, as metered average rate at which energy is used current month during the below listed	l during any fifteen mir	•		
	Months	Hours Applicable Fo			
Octobe	er through April	7:00 a.m. to 12:00 I	Noon		
		5:00 p.m. to 10:00 p.	m.		
May th	rough September	10:00 a.m. to 10:00 p	p.m.		
			KENTU		
DATE OF ISSUE:	October 1, 2021 Month / Date / Year		PUBLIC SERVICE		

### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

## CLASSIFICATION OF SERVICE SCHEDULE 12(b) LARGE INDUSTRIAL SERVICE-LLF 5,000 TO 9,999 KVA (con't) RATE PER UNIT (N) POWER FACTOR ADJUSTMENT The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand. FUEL ADJUSTMENT CLAUSE 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 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 not be less than the sum of the customer charge plus the product of the billing demand multiplied by the demand charge per kW. PUBLIC SERVICE COMMISSION OF KENTECKY TERMS OF PAYMENT **EFFECTIVE** The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid 1 1 1 1 1 1 1989 within fifteen (15) days from the mailing date of the bill, the gross rates shall apply. PURSUALT NU SUT WAR SULL, seption 9/(0), y ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Public Struct Conversion (now the Public Service Commission) Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981. (N) Service on and after May 10, 1989 DATE OF ISSUE April 10, 1989 EFFECTIVE DATE GEN. MGR., 109 BAGBY PK., GRAYSON, KY ISSUED BY

FOR: ENTIRE AREA SERVED PSC NO.: 6 9<sup>th</sup> REVISED SHEET NO.: 12.40 CANCELING PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 12.40

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 12 (c) CLASSIFIC

## CLASSIFICATION OF SERVICE

LARGE INDU	STRIAL SERVICE – LLF 10,	,000 KVA AND UNDER	ł	RATE PER UNIT
or greater that	/ ble to all members of the Cooperativ n 10,000 KW. All use is subject to at have been or may be adopted by	the established rules		
	<u>OR SERVICE</u> DUSTRIAL POWER AGREEMENT edule.	" shall be executed by t	he member for service	
TYPE OF SEF Three- AGREEMENT	phase, 60 hertz, alternating curren	nt as specified in the "I	NDUSTRIAL POWER	
Demar	<u>ONTH</u> ner Charge nd Charge per KW of Billing Demand / Charge per KWH	d		\$1,162.40 I 10.79 I .04265 I
	TION OF BILLING DEMAND onthly billing demand shall be the gr	reater of (A) or (B) listed	below:	
(A)	The contract demand			
(B)	The kilowatt demand, as metered average rate at which energy is used current month during the below listed	ed during any fifteen mir		
	<u>Months</u>	Hours Applicable Fo <u>Demand Billing - ES</u>		
Octobe	er through April	7:00 a.m. to 12:00 5:00 p.m. to 10:00		
May th	rough September	10:00 a.m. to 10:00	p.m.	
DATE OF ISSUE:_	October 1, 2021 Month / Date / Year		KENTU PUBLIC SERVICE	COMMISSION

Executive Director

TITLE:

DATE EFFECTIVE:

ISSUED BY: Braa

President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 2021</u>

herry

Service Rendered on and after October 1, 2021 Month / Date / Year

(Signature of Officer)

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

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

## SCHEDULE 12(a) CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE-LLF Over 10,000 KVA (con't)	RATE PER UNIT
<u>POWER FACTOR ADJUSTMENT</u> The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	(N)
FUEL ADJUSTMENT CLAUSE 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 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 not be less than the sum of the customer charge plus the product of the billing demand multiplied by the demand charge per kW.	DERVICE COMMISSION DE MEMPURSAY REFECTIVE
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the PURSU bill, the gross rates shall apply.	NAT 1 0 1989
within fifteen (15) days from the mailing date of the PURSU. bill, the gross rates shall apply. ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.	SERVICE COMMISSION MANAGER
	(N)
	on and after
DATE OF ISSUE April 10, 1989 EFFECTIVE DATE May 10, 1	.989
ISSUED BY Meter Keyr GEN. MGR., 109 BAGBY PK.,	GRAYSON, KY
·	

FOR: ENTIRE AREA SERVED PSC NO.: 5 9<sup>th</sup> REVISED SHEET NO.: 13.00 CANCELING PSC NO.: 4 8<sup>th</sup> REVISED SHEET NO.: 13.00

## **GRAYSON RURAL ELECTRIC** COOPERATIVE CORPORATION

LARGE INDUSTRIAL SERVICE - HLF     1,000 TO 4,999 KVA     RATE PER UNIT       AVAILABILITY Available to all members of the Cooperative whose monthly contract demand is equal to or greater than 500 KW but less than 5,000 KW. All use is subject to the established rules and regulations of the Cooperative that have been or may be adopted by its Board of Directors.     RATE PER UNIT       CONDITION OF SERVICE An "INDUSTRIAL POWER AGREEMENT" shall be executed by the member for service under this schedule.     Three-phase, 60 hertz, alternating current as specified in the "INDUSTRIAL POWER AGREEMENT".     S\$81.73     1       RATE PER MONTH Customer Charge Demand Charge per KWH of Billing Demand Energy charge per KWH     S\$81.73     1       DETERMINATION OF BILLING DEMAND The monthly billing demand shall be the greater of (A) or (B) listed below:     \$4000     1       (A)     The contract demand     1     7.43     1       (B)     The retail consumer's highest demand during the current month or preceding eleven months, coincident with Grayson's wholesale power supplier's billing demand for the below listed hours ( and adjusted for power factor as provided herein):     Hours Applicable For Demand Billing - EST       October through April     7:00 a.m. to 10:00 p.m.     FUBLIC SERVICE ON Month) Date / Year     PUBLIC SERVICE ON WINGEN Date / Year       DATE or ISSUE:     October 1.2021 Month) Date / Year     PUBLIC SERVICE COM WINGEN Date / Year     EFFECTIVE WINGEN CONSCIONE (WINGENOT WINGEN Date / Year       DATE or ISSUE:     Service Revice Codedor 1.2021 Month) Date / Year     PUBLIC SERVICE COM	SCHEDULE 13 (a) CLASSIFICATION OF SERVIC	E	
Available to all members of the Cooperative whose monthly contract demand is equal to or greater than 500 kW bull tess than 5,000 kW. All use is subject to the established rules and regulations of the Cooperative that have been or may be adopted by its Board of Directors.         CONDITION OF SERVICE An "INDUSTRIAL POWER AGREEMENT" shall be executed by the member for service under this schedule.       Image: Comparison of the Cooperative that have been or may be adopted by its Board of Directors.         CONDITION OF SERVICE An "INDUSTRIAL POWER AGREEMENT" shall be executed by the member for service under this schedule.       Image: Comparison of the Cooperative that have been or may be adopted by its Board of Directors.         CONDITION OF SERVICE Three-phase, 60 hertz, alternating current as specified in the "INDUSTRIAL POWER AGREEMENT".       S\$81.73       I         RATE PER MONTH Customer Charge Demand Charge per KW of Billing Demand Energy charge per KW H       S\$81.73       I       7.43       I         DETERMINATION OF BILLING DEMAND The monthly billing demand shall be the greater of (A) or (B) listed below:       (A)       The contract demand       I       0.4609       I         (B)       The retail consumer's highest demand during the current month or preceding demand for the below listed hours ( and adjusted for power factor as provided herein):       Hours Applicable For Demand Billing - EST       October through April       7:00a.m. to 10:00 p.m.         May through September       10:00a.m. to 10:00 p.m.       Month / Date / Year       PUBLIC SERVICE COMMISSION         DATE OF ISSUE: <td>LARGE INDUSTRIAL SERVICE – HLF 1,000 TO 4,999 KVA</td> <td></td> <td>RATE PER UNIT</td>	LARGE INDUSTRIAL SERVICE – HLF 1,000 TO 4,999 KVA		RATE PER UNIT
Three-phase, 60 hertz, alternating current as specified in the "INDUSTRIAL POWER         AGREEMENT".         RATE PER MONTH Customer Charge Demand Charge per KW of Billing Demand Energy charge per KWH       \$581.73       I         DETERMINATION OF BILLING DEMAND The monthly billing demand shall be the greater of (A) or (B) listed below:       7.43       I         (A)       The contract demand       7.43       I         (B)       The retail consumer's highest demand during the current month or preceding eleven months, coincident with Grayson's wholesale power supplier's billing demand for the below listed hours ( and adjusted for power factor as provided herein):       Hours Applicable For Demand Billing - EST         October through April       7:00a.m. to 12:00 Noon       5:00p.m. to 10:00 p.m.         May through September       10:00a.m. to10:00 p.m.         DATE OF ISSUE:       October 1.2021 Month / Date / Year         DATE OF ISSUE:       October 1.2021 Month / Date / Year         ISUED BY:       Bradley Charge (Shature of Officer)         TITLE:       President and Chief Executive Officer         ISUED BY:       Bradley Charge (Shature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       EFFECTIVE 10/1/2021	Available to all members of the Cooperative whose monthly cor or greater than 500 KW but less than 5,000 KW. All use is subject to t regulations of the Cooperative that have been or may be adopted by its <u>CONDITION OF SERVICE</u> An "INDUSTRIAL POWER AGREEMENT" shall be executed by	he established rules and Board of Directors.	
Customer Charge       \$581.73       I         Demand Charge per KW of Billing Demand       7.43       I         Energy charge per KWH       0.04609       I         DETERMINATION OF BILLING DEMAND       .04609       I         The monthly billing demand shall be the greater of (A) or (B) listed below:       (A)       The contract demand         (B)       The retail consumer's highest demand during the current month or preceding eleven months, coincident with Grayson's wholesale power supplier's billing demand for the below listed hours ( and adjusted for power factor as provided herein):       Hours Applicable For Demand Billing - EST         October through April       7:00a.m. to 10:00 p.m.       Month         DATE OF ISSUE:       October 1.2021       PUBLIC SERVICE COMMISSION         Month / Date / Year       Inda C. Bridwell       Executive Director         JATE OF ISSUE:       October 1.2021       Month / Date / Year       PUBLIC SERVICE COMMISSION         ISSUED BY:       Bradley (Strature of Officer)       Inda C. Bridwell       Executive Director         ISSUED BY:       Bradley (Strature of Officer)       EFFECTIVE       EFFECTIVE         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       EFFECTIVE       ID/1/2021	Three-phase, 60 hertz, alternating current as specified in the	"INDUSTRIAL POWER	
The monthly billing demand shall be the greater of (A) or (B) listed below:         (A)       The contract demand         (B)       The retail consumer's highest demand during the current month or preceding eleven months, coincident with Grayson's wholesale power supplier's billing demand for the below listed hours ( and adjusted for power factor as provided herein):         Months       Hours Applicable For Demand Billing - EST         October through April       7:00a.m. to 12:00 Noon         5:00p.m. to 10:00 p.m.       5:00p.m. to 10:00 p.m.         May through September       10:00a.m. to10:00 p.m.         DATE OF ISSUE:       October 1,2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         ISSUED BY:       Bradlay Curry (Spinature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       EFFECTIVE	Customer Charge Demand Charge per KW of Billing Demand		7.43 I
(B) The retail consumer's highest demand during the current month or preceding eleven months, coincident with Grayson's wholesale power supplier's billing demand for the below listed hours ( and adjusted for power factor as provided herein):   Months Hours Applicable For Demand Billing - EST   October through April 7:00a.m. to 12:00 Noon   5:00p.m. to 10:00 p.m. 5:00p.m. to 10:00 p.m.   May through September 10:00a.m. to10:00 p.m.   DATE OF ISSUE: October 1, 2021   Month / Date / Year PUBLIC SERVICE COMMISSION   Linda C. Bridwell Executive Director   Month / Date / Year Month / Date / Year   ISSUED BY: Bradley Charry (Strhature of Officer)   TITLE: President and Chief Executive Officer   BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION EFFECTIVE		ed below:	
eleven months, coincident with Grayson's wholesale power supplier's billing demand for the below listed hours ( and adjusted for power factor as provided herein): <u>Months</u> <u>Demand Billing - EST</u> October through April 7:00a.m. to 12:00 Noon 5:00p.m. to 10:00 p.m. May through September 10:00a.m. to10:00 p.m. DATE OF ISSUE: <u>October 1, 2021</u> Month / Date / Year ISSUED BY: <u>Bradley Curry</u> (Signature of Officer) TITLE: <u>President and Chief Executive Officer</u> BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 10/1/2021	(A) The contract demand		
Months       Demand Billing - EST         October through April       7:00a.m. to 12:00 Noon         5:00p.m. to 10:00 p.m.       5:00p.m. to 10:00 p.m.         May through September       10:00a.m. to10:00 p.m.         DATE OF ISSUE:       October 1, 2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         ISSUED BY:       Bradley Charry (Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       EFFECTIVE 10/1/2021	eleven months, coincident with Grayson's wholesale demand for the below listed hours ( and adjusted for p	power supplier's billing	
5:00p.m. to 10:00 p.m.         May through September       10:00a.m. to10:00 p.m.         DATE OF ISSUE:       October 1, 2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         ISSUED BY:       Bradley         Charry       (Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       EFFECTIVE	••		
May through September       10:00a.m. to10:00 p.m.         DATE OF ISSUE:       October 1, 2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year         ISSUED BY:       Bradley (Signature of Officer)         TITLE:       President and Chief Executive Officer         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       EFFECTIVE 10/1/2021	October through April 7:00a.m. to 12:00	) Noon	
DATE OF ISSUE:       October 1, 2021 Month / Date / Year       PUBLIC SERVICE COMMISSION         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year       Linda C. Bridwell         DATE EFFECTIVE:       Service Rendered on and after October 1, 2021 Month / Date / Year       Linda C. Bridwell         ISSUED BY:       Bradley Charry (Signature of Officer)       Linda C. Bridwell         TITLE:       President and Chief Executive Officer       EFFECTIVE         BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION       10/1/2021	5:00p.m. to 10:00 p.r	n.	
DATE OF ISSUE: October 1, 2021 Month / Date / Year DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year ISSUED BY: Bradley Charry (Signature of Officer) TITLE: President and Chief Executive Officer BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION DATE OF ISSUE: PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION DITUGE COMMISSION PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION Index Of Comments	May through September 10:00a.m. to10:00	p.m.	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 10/1/2021	Month / Date / Year DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year ISSUED BY: Bradley Charry	PUBLIC SERVICE Linda C. B	COMMISSION ridwell
	BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/1/2	021

GRAYSON RURAL ELECTRIC

FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO.: 13.10

SCHEDULE 13(a) CLASSIFICATION OF SERVICE	
LARGE INDUSTRIAL SERVICE-HLF 500 TO 4,999 KVA (con't) (T)	RATE PER UNI
POWER FACTOR ADJUSTMENT The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	
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 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.	
AINIMUM MONTHLY CHARGE The minimum monthly charge shall not be less than the summ of (A), (B), and (C) below: (A) The product of the billing demand multiplied by the demand charge, plus (B) The product of the billing demand multiplied by 425 hours and the energy charge per KWH, plus (C) The customer charge	
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.	PUBLIC SERVICE COMMISSI
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31,1981.	OF KENTUCKY EFFECTIVE AUG D 1 2001 PURSUANT TO 807 KAR 5:01 SECTION 9 (1) BY: Stephano Buy SECRETARY OF THE COMMISSION
DATE OF ISSUE June 25,2001 SSUED BY X MARKED AND Pres. & CEO., 109 BAGB	TE <u>August 1, 2001</u> Y PK., GRAYSON KY

FOR: ENTIRE AREA SERVED PSC NO.: 6 9<sup>th</sup> REVISED SHEET NO.: 13.20 CANCELING PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 13.20

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 13 (b) CLASS

## CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – HLF 5,	000 TO 9,999 KVA	RATE PER UNIT
or greater than 5,000 KW but less than 10,000 K and regulations of the Cooperative that have been <u>CONDITION OF SERVICE</u>		
<u>TYPE OF SERVICE</u> Three-phase, 60 hertz, alternating curren	t as specified in the "INDUSTRIAL POWER	
AGREEMENT".		
RATE PER MONTH Customer Charge Demand Charge per KW of Billing Demand Energy Charge per KWH	1	\$1,162.40 I 10.79 I .04366 I
DETERMINATION OF BILLING DEMAND The monthly billing demand shall be the gr	eater of (A) or (B) listed below:	
(A) The contract demand		
eleven months, coincident with t center's peak demand is the higher	emand, during the current month or preceding he load center's peak demand. The load st average rate at which energy is used during e below listed hours for each month ( and ed herein):	
Months	Hours Applicable For Demand Billing - EST	
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 <mark>p.m.</mark>	
DATE OF ISSUE: October 1, 2021	PUBLIC SERVICE	
Month / Date / Year DATE EFFECTIVE: Service Rendered on and after Octobe	er 1, 2021 Linda C. B Executive D	
ISSUED BY: Bradley Cherry (Signature of Officer)	Ande 6.4	Budwell
TITLE: President and Chief Executive Off	icer EFFECT	IVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 2</u>	SION 10/1/2	021
IN CASE NO.: 2021-00110 DATED: September 30, 2	2021 PURSUANT TO 807 KAR 5	5:011 SECTION 9 (1)

## FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 13.30

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 13(b) CLASSIFICATION OF SERVICE		-
LARGE INDUSTRIAL SERVICE-HLF 5,000 TO 9,999 KVA (con't)	RATE	PER UNI
POWER FACTOR ADJUSTMENT The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.		()
FUEL ADJUSTMENT CLAUSE 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 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 not be less than the sum of (A), (B) and (C) below:		
(A) The product of the billing demand multiplied by ( the demand charge, plus	SERVICE OF OF KENTER EFFECTIV	
(B) The product of the billing demand multiplied by 425 hours and the energy charge per kWh, plus	547 <b>1</b> 0 1	989
(C) The customer charge	EDHON 9	- horn 0:011 22)-7
TERMS OF PAYMENT The above rates are net, the gross being ten percenter higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.	RVCE COMMIS	<u>2222</u> SIOI: MANAGER
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.		(
DATE OF ISSUE April 10, 1989 EFFECTIVE DATE May 10, ISSUED BY <u>Herr</u> GEN. MGR., 109 BAGBY PK.,	1989	

FOR: ENTIRE AREA SERVED PSC NO.: 6 9<sup>th</sup> REVISED SHEET NO.: 13.40 CANCELING PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 13.40

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 13 (c)

## CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – HLF 10,000	KVA AND OVER		RATE PER UNIT
<u>AVAILABILITY</u> Available to all members of the Cooperative or greater than 10,000 KW. All use is subject to th Cooperative that have been or may be adopted by its <u>CONDITION OF SERVICE</u> An "INDUSTRIAL POWER AGREEMENT" s under this schedule.	ne established rules and s Board of Directors.	regulations of the	
<u>TYPE OF SERVICE</u> Three-phase, 60 hertz, alternating current a AGREEMENT".	as specified in the "INDU	JSTRIAL POWER	
RATE PER MONTH Customer Charge Demand Charge per KW of Billing Demand Energy Charge per KWH			\$1,162.40 I 10.79 I .04265 I
DETERMINATION OF BILLING DEMAND The monthly billing demand shall be the grea	ter of (A) or (B) listed belo	ow:	
(A) The contract demand			
(B) The ultimate consumer's highest dem eleven months, coincident with the load center's pea is the highest average rate at which energy is use below listed hours for each month (and adjusted for p	k demand. The load cent ed during any fifteen min	ter's peak demand oute interval in the	
<u>Months</u> October through April	Hours Applicable For <u>Demand Billing - EST</u> 7:00 a.m. to 12:00 Noon	1	
	5:00 p.m. to 10:00 p.m.		
May through September	10:00 a.m. to 10:00 p.m.		
DATE OF ISSUE: October 1, 2021		KENTU PUBLIC SERVICE	COMMISSION
Month / Date / Year DATE EFFECTIVE: Service Rendered on and after October 1	, 2021	Linda C. B Executive D	
Month / Date / Year ISSUED BY: Bradley Cherry (Signature of Officer)		Ande 6. 4	Bidwell
TITLE: President and Chief Executive Office		EFFECT	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSI	JIN	10/1/2	N21 I

IN CASE NO.: \_\_\_\_\_\_\_\_ DATED: \_\_\_\_\_\_\_ September 30, 2021\_\_\_\_\_\_

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

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

## SCHEDULE 13(c) CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE-HLF 10,000 KVA and Over (con't)	RATE PER UNIT
<u>POWER FACTOR ADJUSTMENT</u> The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	(N)
FUEL ADJUSTMENT CLAUSE 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 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 not be less than the sum of (A), (B) and (C) below:	
	ADE COMMISSION ANT ACAR ACTIVE
<ul> <li>(B) The product of the billing demand multiplied by 425 hours and the energy charge per kWh, plus</li> </ul>	0 1989
	0 037 mile 01011, 1761 9 / 20, 19 40 - 17 P
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.	E COMMISSION MANAGER
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.	(N)
DATE OF ISSUE <u>April 10, 1989</u> EFFECTIVE DATE <u>May 10, 1</u> ISSUED BY <u>Lette Claur</u> GEN. MGR., 109 BAGBY PK.,	

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 14 (a)

## CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – MLF 1,00	00 TO 4,999 KVA		RATE PER UN	IT
<u>AVAILABILITY</u> Available to all members of the Cooperative or greater than <del>1,000</del> 500 KW but less than 5,000 rules and regulations of the Cooperative that hav Directors.	0 KW. All use is subj	ect to the established		
CONDITION OF SERVICE An "INDUSTRIAL POWER AGREEMENT" under this schedule.	shall be executed by th	ne member for service		
<u>TYPE OF SERVICE</u> Three-phase, 60 hertz, alternating current AGREEMENT".	as specified in the "II	NDUSTRIAL POWER		
RATE PER MONTH Customer Charge Demand Charge per KW of Contract Deman Demand Charge per KW for Billing Demand In Excess of Contract Demand Energy Charge per KWH			\$581.73 7.43 10.79 .04608	I I I I
BILLING DEMAND The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is 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:				
Months	Hours Applicable For Demand Billing - EST			
October through April	7:00 a.m. to 12:00 No 5:00 p.m. to 10:00 p.			
May through September	10:00a.m. to 10:00 p.r	n.		_
DATE OF ISSUE: October 1, 2021 Month / Date / Year		KENTU PUBLIC SERVICE Linda C. B	COMMISSION	
DATE EFFECTIVE: <u>Service Rendered on and after October</u> Month / Date / Year ISSUED BY: <u>Bradley Cherry</u> (Signature of Officer)	<u>1, 2021</u>	Chide G. 4		
TITLE: President and Chief Executive Office		EFFECT		1
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 20</u>		<b>10/1/2</b> PURSUANT TO 807 KAR 5	-	

GRAYSON RURAL ELECTRIC

FOR: ENTIRE AREA SERVED PSC NO.: 4 1<sup>st</sup> Revised SHEET NO.: 14.10 Cancelling Original SHEET NO. 14.10

4000	SCHEDULE 14(a) CLASSIFICATION OF SERVICE	
	LARGE INDUSTRIAL SERVICE-MLF 500 TO 4,999 KVA (con't) (T)	RATE PER UNIT
	POWER FACTOR ADJUSTMENT The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	
	FUEL ADJUSTMENT CLAUSE 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 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.	
	<pre>MINIMUM MONTHLY CHARGE The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below: (A) The product of the contract demand multiplied by the demand charge, plus (B) The product of the contract demand multiplied by 425 hours and the energy charge per KWH. (C) The customer charge</pre>	
	TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.	PUBLIC SERVICE COMMISSION OF KENTUCKY
	ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.	EFFECTIVE AUG D 1 2001 PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION
	DATE OF ISSUE: June 25,2001 EFFECTIVE DATE: August 1, 200 Issued by authority PSC in Case No. 2001-127 dated 8/2/01	<u>1</u>

FOR: ENTIRE AREA SERVED PSC NO.: 6 9<sup>th</sup> REVISED SHEET NO.: 14.20 CANCELING PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 14.20

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 14 (b) CLASSI

## CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – MLF 5,000	0 TO 9,999 KVA	RATE PER UNIT
AVAILABILITY Available to all members of the Cooperativ or greater than 5,000 KW but less than 10,000 K and regulations of the Cooperative that have been		
CONDITION OF SERVICE An "INDUSTRIAL POWER AGREEMENT" under this schedule.	" shall be executed by the member for service	
TYPE OF SERVICE Tree-phase, 60 hertz, alternating current AGREEMENT".	as specified in the "INDUSTRIAL POWER	
RATE PER MONTH Customer Charge Demand Charge per KW of Contract Dema Demand Charge per KW for Billing Deman In Excess of Contract Demand Energy Charge per KWH		\$1,167.73 I 7.43 I 10.79 I .04366 I
BILLING DEMAND The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is 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>	Hours Applicable For <u>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: October 1, 2021 Month / Date / Year	KENTU PUBLIC SERVICE Linda C. B	COMMISSION
DATE EFFECTIVE: Service Rendered on and after Octobe Month / Date / Year ISSUED BY: Bradley Charry	Executive	
TITLE: President and Chief Executive Off	ficer	thelwey
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS IN CASE NO.: 2021-00110 DATED: September 30, 2	SSION 10/1/2	021

### FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 14.30

### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

## SCHEDULE 14(b) CLASSIFICATION OF SERVICE LARGE INDUSTRIAL SERVICE-MLF 5,000 TO 9,999 KVA (con't) RATE PER UNIT (N)POWER FACTOR ADJUSTMENT The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand. FUEL ADJUSTMENT CLAUSE 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 The allowance for line losses will not exceed 10% losses. 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 not be less than the sum of (A), (B) and (C) below: The product of the contract demand multiplied by (A) the demand charge, plus The product of the contract demand multiplied by (B) 425 hours and the energy charge per kWh. The customer charge (C) PUBLIC SERVICE COMMISSION TERMS OF PAYMENT The above rates are net, the gross being ten percent OF KENTUCKY EFFECTIVE higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply. 1 1990 DEC This tariff is subject to the Energy Emergency Control SECTION 9.41). ENERGY EMERGENCY CONTROL PROGRAM Commission (now the Public Service Commission) on BY: SECTION 9 (1), February 23, 1981, in Administrative Case No. 240 and as PUBLE SERVICE COMMISSION MANAGER approved by the Commission in its order of March 21 DATE OF ISSUE November 1, 1990 EFFECTIVE DATE December 1, 1990 ISSUED BY an GEN. MGR., 109 BAGBY PK., GRAYSON, KY

FOR: ENTIRE AREA SERVED PSC NO.: 6 9<sup>th</sup> REVISED SHEET NO.: 14.40 CANCELING PSC NO.: 5 8<sup>th</sup> REVISED SHEET NO.: 14.40

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 14 (c) CLASSIFICAT

## CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – MLF 10,00	0 KVA AND OVER	RATE PER UNIT
<u>AVAILABILITY</u> Available to all members of the Cooperative or greater than 10,000 KW. All use is subject to t Cooperative that have been or may be adopted by it	the established rules and regulations of the	
CONDITION OF SERVICE An "INDUSTRIAL POWER AGREEMENT" s under this schedule.	shall be executed by the member for service	
<u>TYPE OF SERVICE</u> Three-phase, 60 hertz, alternating current AGREEMENT".	as specified in the "INDUSTRIAL POWER	
<u>RATE PER MONTH</u> Customer Charge Demand Charge per KW of Contract Deman Demand Charge per KW for Billing Demand In Excess of Contract Demand Energy Charge per KWH	ıd	\$1,167.73 I 7.43 I 10.79 I .04265 I
BILLING DEMAND The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is 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:		
Months	Hours Applicable For Demand Billing - EST	
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: October 1, 2021 Month / Date / Year	PUBLIC SERVICE	COMMISSION
DATE EFFECTIVE: Service Rendered on and after October 1 Month / Date / Year	Executive	
ISSUED BY: Bradley Cherry (Signature of Officer)	- Ande 6. 4	Judwell
TITLE: President and Chief Executive Office	er EFFECT	IVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSI IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 202</u>	10/1/2	

## FOR: ENTIRE AREA SERVED PSC NO.: 4 Original SHEET NO. 14.50

# GRAYSON RURAL ELECTRIC

SCHEDULE 14(c) CLASSIFICATION OF SERVICE	
LARGE INDUSTRIAL SERVICE-MLF 10,000 KVA and Over (con't)	RATE PER UNIT
POWER FACTOR ADJUSTMENT The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	(N)
FUEL ADJUSTMENT CLAUSE 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 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 not be less than the sum of (A), (B) and (C) below:	
<ul><li>(A) The product of the contract demand multiplied by the demand charge, plus</li><li>(B) The product of the contract demand multiplied by</li></ul>	
	C SERVICE COMMISSION OF KENTUCKY EFFECTIVE
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency Control of Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission in its order of March 31, 1981.	ERVICE COMMISSION MANAGER
DATE OF ISSUE <u>November 1, 1990</u> EFFECTIVE DATE <u>December 1</u> ISSUED BY <u>JecCley</u> GEN. MGR., 109 BAGBY PK., C	

FOR ALL COUNTIES SERVED P.S.C. NO. 4 ORIGINAL SHEET NO. 16.30 CANCELLING PSC KY. NO. 4 1<sup>ST</sup> REVISED SHEET NO. 15.20

## **GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION**

## Involuntary Interruptible Service – Schedule D Standard Rider

This Interruptible Rate is a rider to Rate Schedules 4 and 12, 13, 14 (a), (b), and (c).

## Availability of Service

Available to all members of the Cooperative who will contract for an interruptible demand of not less than 250kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and notice period as listed below.

### Monthly Rate

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

## Annual Hours of Interruption

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

## Determination of Measured Load - Billing Demand

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

Months November through April Hours Applicable for Demand Billing – EPT 6:00 a.m. to 9:00 p.m. (T)

(T)

May through October

10:00 a.m. to 10:00 p.m.

	KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE September 23, 2015	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year       DATE EFFECTIVE     Service rendered on and after November 1, 2015       ISSUED BY     Month/ Date / Year	Bunt Kirtley
(Signature of Officer)       TITLE   President & CEO	EFFECTIVE <b>11/1/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL COUNTIES SERVED P.S.C. NO. 4 SECOND REVISED SHEET NO. 16.40 **CANCELLING PSC KY. NO. 4** ORIGINAL SHEET NO. 15.10

## **GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION**

Section D (con't.)

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 Customer Contract**

1.	The customer will, upon notification by the Cooperative, reduce his load being supplied by the Cooperative to
	the contract capacity level specified by the contract.

- 2. The Cooperative will endeavor to provide the Customer as much advance notice as possible of the interruption of service. However, the Customer shall interrupt service within the notice period as contracted.
- Service will be furnished under the Cooperatives "General Rules and Regulations" or "Terms and Conditions" 3. except as set out herein and/or provisions agreed to by written contract.
- 4. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
- The Customer shall own, operate, and maintain all necessary equipment for receiving electric energy and all 5. telemetering and communications equipment, within the Customer's premises, required for interruptible service.
- The minimum original contract period shall be one year and thereafter until terminated by giving at least sixty 6. days 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 applicable rate schedule, is applicable.

### **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 usage in kWh multiplied by the energy rate.

		JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	September 23, 2015	TARIFF BRANCH
	Month / Date / Year	A
DATE EFFECTIVE	Service rendered on and after November 1, 2015	But Linken
ISSUED BY COL	Month / Date / Year	Dune money
	of plee only	EFFECTIVE
	(Signature of Officer)	11/1/2015
TITLE	President & CEO	PURSUANT TO 807 KAR 5:011 SECTION

(T)

**KENTUCKY** 

JEN

SECTION 9 (1

PUBLIC SERVICE COMMISSION

(T)

FOR ALL COUNTIES SERVED P.S.C. NO. 4 ORIGINAL SHEET NO. 16.50 CANCELLING PSC KY. NO. 4 ORIGINAL SHEET NO. 15.20

(T)

## **GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION**

### Section D (con't.)

#### 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 customer contracted level of interruptible service.

### Charge for Failure to Interrupt

If Customer 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 firm load.

DATE OF ISSUE	September 23, 2015		
DATE EFFECTIVE	Month / Date / Year Service rendered on and after November 1, 2015	KENTUCKY PUBLIC SERVICE COMMISSION	
ISSUED BY COLL	Month/Pate/Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
TITLE	President & CEO	TARIFF BRANCH	
		EFFECTIVE	100

**11/1/2015** PURSUANT TO 807 KAR 5:011 SECTION 9 (1) Grayson Rural Electric Cooperative Corporation

PSC NO.\_\_\_\_ Original Sheet No.: 16.00 PUBLIC SERVICE COMMISSION

or: Entire Area Served

OF KENTUCKY EFFECTIVE

AUG 01 2001

## Voluntary Interruptible Service – Schedule F

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephano Buy SECRETARY OF THE COMMISSION

### STANDARD RIDER

This Voluntary Interruptible Service is a rider to Rate Schedule(s) 4 and 12,13,14 (a),(b), & (c).

#### APPLICABLE

In all service territory served by the Cooperative.

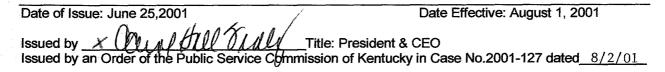
No interruptible demand which is already under contract under any other Interruptible Rider is eligible for this service.

#### AVAILABILITY OF SERVICE

This schedule shall be made available at any load center, to any member cooperative where an ultimate "Customer" is capable of interrupting at least 1,000 kW upon request and has contracted with the Cooperative to do so under a retail contract rider.

### **CONDITIONS OF SERVICE**

- 1. Any request for interruption under this Rider shall be made by the Cooperative.
- 2. Each interruption will be strictly voluntary.
- 3. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
- 4. The Customer shall agree by contract to own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Customer's premises, required for interruptible service.
- 5. It is the Cooperative's responsibility to notify the Customer and execute an interruption request. Therefore, the Cooperative and the Customer shall mutually agree upon the manner by which the Cooperative shall notify the Customer of a request for interruption. Such an agreement shall include the means by which the Cooperative shall communicate the interruption request (e.g. email, phone, pager, etc.) and the Customer's point of contact to receive such a request.
- 6. The Cooperative will attempt to provide as much advance notice as possible for requests for interruption. However, upon the Customer's acceptance of the Terms of Interruption the Customer's load shall be interrupted with as little as one (1) hour of advance notification.
- 7. The Cooperative reserves the right to require verification of a Customer's ability to interrupt its load.



For: Entire Area Served PSC NO.\_\_\_\_\_ Original Sheet No.: 16.10

## **Grayson Rural Electric Cooperative Corporation**

8. The Customer is not eligible for the Interruption Credits for any interruption when the Customer's interruptible load is down for other reasons during the period of the requested interruption. Such down time would include any event outside of the Customer's normal operating circumstances such as planned or unplanned outages due to renovation, repair, vacation, refurbishment, renovation, strike, or force majeure.

#### INTERRUPTIBLE CUSTOMER DATA REPORT

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

- 1. The maximum number of hours per day and the time of day that the Customer has the ability to interrupt.
- 2. The maximum number of days and the maximum number of consecutive days that the KENTUCKY Customer has the ability to interrupt.
- 3. The maximum interruptible demand and the minimum interruptible demand by the Customer 2001 upon request.
- 4. The minimum price at which each Customer is willing to interrupt.

#### DEMAND AND ENERGY INTERRUPTION

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

SECRETARY OF THE COMMISSION

The Customer will agree by contract, within an agreed time after receiving notice, to comply to the extent possible with the Cooperative's request to interrupt load. The Cooperative is the sole judge of the need for interruption of load. The Cooperative is the sole judge of the amount of interruptible demand provided by the Customer, based on the following calculation.

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

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

#### **TERMS OF INTERRUPTION**

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

Date of Issue: June 25,2001	Date Effective: August 1,429910 1 2001
Issued by AUNIBULDUIL	e: President & CEO pon of Kentucky in Case No.2001-127 date Section 9 71
	on of Kentucky in Case No.2001-127 dated by $\frac{67}{270}$ (T) BY: Stechand R(1)

SECRETARY OF THE COMMISSION

For: Entire Area Served PSC NO.\_\_\_\_\_ Original Sheet No.: 16.20

#### Grayson Rural Electric Cooperative Corporation

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

#### **INTERRUPTION CREDITS**

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

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

#### FAILURE TO INTERRUPT

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

#### TERM

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

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

AUG 0 1 2001

PURSUANT TO 807 KAR 5:011, SECTION 9(1) ETARY OF THE COMMISSION

Date of Issue: June 25,2001

Date Effective: August 1, 2001

Issued by XULLA / ALL OLLA \_\_\_\_\_\_Title: President & CEO Issued by an Order of the Public Service Commission of Kentucky in Case No.2001-127 dated \_\_\_\_\_8/2/01\_\_\_

#### FOR: ENTIRE AREA SERVED PSC NO.: 4 8<sup>th</sup> REVISED SHEET NO.: 17.10 CANCELING PSC NO.: 3 7<sup>th</sup> REVISED SHEET NO.: 17.10

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### SCHEDULE 17

#### CLASSIFICATION OF SERVICE

WATER PUMPING SERVICE			RATE PER UNIT	
Availability Available for water pumping service in areas served by the Cooperative.				
<b>Conditions</b> Consumer shall have the option of service under a schedule. Consumer, having selected one sched schedule for not less than twelve (12) consecutive and permanent change in Consumer's use of service	ule, will continue to months, unless there	be billed under such		
Rate Customer Charge Per Month – Includes No k On Peak Energy – per kWh per Month Off Peak Energy – per kWh per Month	Wh Usage		\$46.24 I .14203 I .07024 I	
On - Peak Hours and Off-Peak Hours				
On Peak Hours May through September October through April	10:00 a.m. to 10:00 p 7:00 a.m. to 12:00 r 5:00 p.m. to 10:00 p	noon EST		
Off Peak Hours May through September October through April	10:00 p.m. to 10:00 a 12:00 noon to 5:00 p 10:00 p.m. to 7:00 a	.m. EST		
<u>Minimum Monthly Charge</u> The minimum monthly charge shall be the minimum charge specified in the contract, or the minimum monthly customer charge, or \$.75 per <b>KVA</b> of installed transformer capacity, whichever may be greater.				
<b>Fuel Cost Adjustment Charge</b> 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 10% and is based on a twelve-month moving average of such losses. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.				
		KENTU PUBLIC SERVICE		
DATE OF ISSUE: October 1, 2021 Month / Date / Year		Linda C. B Executive D	ridwell	
DATE EFFECTIVE: Service Rendered on and after October 1, Month / Date / Year ISSUED BY: Bradley Charry (Signature of Officer)	<u>. 2021</u>	, Л	Budwell	

TITLE: President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 2021</u> EFFECTIVE **10/1/2021** PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### **GRAYSON RURAL ELECTRIC** COOPERATIVE CORPORATION

SCHEDULE 17 (a)

#### CLASSIFICATION OF SERVICE

RATE PER UNIT

Terms of Payment The above rates are net, the gross being 10% higher. In the event the bill is not paid within fifteen (15) days from the mailing date of the bill shall apply.	
<b><u>Rules and Regulations</u></b> Service will be furnished under the Cooperative's general rules and re and conditions.	egulations or terms
Energy Emergency Control Program This tariff is subject to the Energy Emergency Control Program Kentucky Energy Regulatory Commission (now the Public Service February 23, 1981 in Administrative Case No. 240 and as approved I Order of March 31, 1981.	e Commission) on
DATE OF ISSUE: July 31, 2013 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: <u>Service Rendered on and after July 31, 2013</u> Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY: (Signature of Officer)	TARIFF BRANCH

TITLE:

President and Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION DATED: July 31, 2013 IN CASE NO .: 2012-00426

PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
7/31/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



#### Terms of Payment

The above rates are net, the gross being 10% higher. In the event the current monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross rates shall apply.

#### **Rules and Regulations**

Service will be furnished under the Cooperative's general rules and regulations or terms and conditions.

#### Energy Emergency Control Program

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

PUBLIC SERVICE COMMISSION OF KENTUCKY FFFECTIVE

OCT 2 5 2002

PURSUANT TO BUT WAR 5 01. SECTION 9 (1) EXECUTIVE DIRECTOR

DATE EFFECTIVE May 23, 2003 October 25, 2002 DATE OF ISSUE April 23, 2003 **ISSUED BY** TITLE

Issued by an Order of the Public Service Commission of Kentucky in Case No. 2002-00306 dated October 25, 2002

#### FOR: ENTIRE AREA SERVED PSC NO.: 4 7<sup>th</sup> REVISED SHEET NO.: 18.10 CANCELING PSC NO.: 3 6<sup>th</sup> REVISED SHEET NO.: 18.10

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### SCHEDULE 18

GENERAL SERVICE RATE		RATE PER UNI	Т
<b>AVAILABILITY</b> Available for camps, barns, garages, outbuildings, domestic pumping sta dwellings in areas served by the Cooperative, that are not eligible to be cl residential and small commercial uses subject to established rules and reg the Cooperative must be obtained prior to the installation of any motor has of five horsepower or more.	assified as permanent gulations. Approval of		
<b><u>TYPE OF SERVICE</u></b> Single-phase and/or three-phase, 60 cycle, alternating current at the C secondary voltages.	ooperative's standard		
RATECustomer ChargeEnergy Chargeper kWh		\$28.26 .14319	I I
MINIMUM MONTHLY CHARGE The minimum monthly charge shall be the minimum charge specified i minimum monthly customer charge, or \$0.75 per KVA of installed c greater.			
<b>FUEL ADJUSTMENT CHARGE</b> All rates are applicable to the Fuel Adjustment Clause and may be incre an amount per kWh equal to the fuel adjustment amount per kWh as b power supplier plus an allowance for line losses. The allowance for line 10% and is based on a twelve-month moving average of such losses. subject to all other applicable provisions as set out in 807 KAR 5:056.	illed by the wholesale losses will not exceed		
DATE OF ISSUE: October 1, 2021	KENTU PUBLIC SERVICE		
Month / Date / Year	Linda C. B Executive I		
DATE EFFECTIVE: Service Rendered on and after October 1, 2021 Month / Date / Year ISSUED BY: Bradley Cherry (Signature of Officer)	Thide 6. 4	Bidwell	
TITLE: President and Chief Executive Officer	EFFECT	IVE	-
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: <u>2021-00110</u> DATED: <u>September 30, 2021</u>	<b>10/1/2</b> PURSUANT TO 807 KAR		

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

## FOR: ENTIRE AREA SERVED PSC NO.: 3 2<sup>nd</sup> REVISED SHEET NO.: 18.20 CANCELING PSC NO.: 2 1<sup>st</sup> REVISED SHEET NO.: 18.20

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SCHEDULE 18

GENERAL SERVICE RATE		RATE PER UNIT
Terms of Payment The above rates are net, the gross being 10% higher. In the event t bill is not paid within fifteen (15) days from the mailing date of the t shall apply.	the current monthly bill, the gross rates	
<u>Rules and Regulations</u> Service will be furnished under the Cooperative's general rules and read and conditions.	egulations or terms	
Energy Emergency Control Program This tariff is subject to the Energy Emergency Control Program Kentucky Energy Regulatory Commission (now the Public Servic February 23, 1981 in Administrative Case No. 240 and as approved Order of March 31, 1981.	e Commission) on	
,		
	i	
	KENTL	
DATE OF ISSUE: July 31, 2013 Month / Date / Year	PUBLIC SERVICE	COMMISSION
DATE EFFECTIVE: Service Rendered on and after July 31, 2013 Monthy/ Date / Year	EXECUTIVE TARIFF B	DIRECTOR
ISSUED BY:CUM_MUL Sully	Bunt \$	intley
TITLE: President and Chief Executive Officer	EFFEC	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: <u>2012-00426</u> DATED: <u>July 31, 2013</u>	7/31/2 PURSUANT TO 807 KAR	

#### FOR: ENTIRE AREA SERVED PSC NO.: 2 5<sup>th</sup> REVISED SHEET NO.: 19.10 CANCELING PSC NO.: 1 4<sup>th</sup> REVISED SHEET NO.: 19.10

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### SCHEDULE 19

TEMPORARY SERVICE RATE	RATE PER U	NIT
AVAILABILITY-DOMESTIC Available to members of the Cooperative for all temporary service purposes subject to its established rules and regulations. Approval of the Cooperative must be obtained prior to the installation of any motor having a rated capacity of five horsepower or more.		
<u>TYPE OF SERVICE</u> Single-phase and/or three-phase, 60 cycle, alternating current at the Cooperative's standard secondary voltages.		
RATE PER MONTH Customer Charge Energy Charge Per KWH	\$56.52 .10484	I I
FUEL ADJUSTMENT CLAUSE 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 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 CHARGE The minimum monthly charge under the above rate shall be equal to the customer charge where 25 KVA or less of transformer capacity is required. For members requiring more than 25 KVA of transformer capacity, the minimum monthly charge shall be increased at a rate of \$.75 for each additional KVA or fraction thereof required. Where it is necessary to extend or reinforce existing distribution facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities. Where the minimum charge is increased in accordance with this section, additional energy and demand shall be included in accordance with the foregoing rate schedule.		

DATE OF ISSUE:	October 1, 2021 Month / Date / Year
DATE EFFECTIVE: Service Re	ndered on and after October 1, 2021 Month / Date / Year
ISSUED BY: Bradley Che	irry
0	(Signature of Officer)
TITLE: Presid	ent and Chief Executive Officer
BY AUTHORITY OF ORDER OF THE PU IN CASE NO.: 2021-00110	

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Thide G. Budwell	
EFFECTIVE	
10/1/2021	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 19

TEMPORARY SERVICE RATE	RATE PER UNIT
<u>TERMS OF PAYMENT</u> The above rates are net, the gross being ten percent higher. In the event th monthly bill is not paid within fifteen (15) days from the mailing date of the bill, the gross ra apply.	
METERING Necessary metering equipment will be furnished and maintained by the Co which shall have the option of metering service supplied hereunder at either primary or s voltage.	•
SERVICE PROVISIONS 1. Delivery Point. If service is furnished at secondary voltage, the delivery point shall metering point unless otherwise specified in the contract for service. All wiring, pole lines other electrical equipment on the load side of the delivery point shall be owned and maint the consumer. If service is furnished at the Cooperative's primary voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to the consumer's transform structure unless otherwise specified on the contract for service. All wiring, pole lines, are electrical equipment (except metering equipment) on the load side of the delivery point owned and maintained by the consumer.	and ained by ner nd other
<ol><li>Motors having a rated capacity in excess of five horsepower (5 h.p.) must be three unless written permission has been obtained from the Cooperative.</li></ol>	-phase
3. In the event the Cooperative, in order to prevent voltage fluctuations or disturbance system, installs separate transformer or transformers to supply operating characteristics, a service will be metered and billed separately from the consumer's other service. The min monthly charge for separate service to welders, x-ray machines, etc., will be \$1.00 per kW installed transformer capacity instead of the minimum charge as set forth under the parage "Minimum Monthly Charge" of this schedule.	such imum ⁄A of
ENERGY EMERGENCY CONTROL PROGRAM This tariff is subject to the Energy Emergency control Program as filed with the Public Service Commission on February 23, 1981, in Administrative Case no. 240 approved by the Commission in its order of March 31, 1981.	
PUBLICS	KENTUCKY SERVICE COMMISSION
JE	FF R. DEROUEN CUTIVE DIRECTOR
	TARIFF BRANCH
ß	unt Kirtley
DATE OF ISSUE: December 13, 2010 EFFECTIVE DATE: Novemb	© ≌⊧⊧≘ೞн∨е <sup>нс</sup> er 30, 2010 11/30/2010
ISSUED BY:President & C E.O., 109 Bac Issued by authority of P.S.C. in Case No. 2010-00230 dated November 80, 2010	

FOR: ENTIRE AREA SERVED PSC NO.: 3 6<sup>th</sup> REVISED SHEET NO.: 20.10 CANCELING PSC NO.: 2 5<sup>th</sup> REVISED SHEET NO.: 20.10

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 20

RESIDENTIAL INCLINING BLOCK RATE		RATE PER UNIT	
Available to members of the Cooperative for all residential farm and home uses subject to established rules and regulations. Approval of the Cooperative must be obtained prior to the installation of any motor having a rated capacity of five horsepower or more.			
TYPE OF SERVICE Single-phase and/or three-phase, 60 cycle, alternating current at the Cooperative's standard secondary voltages.			
RATE         Customer Charge         First 300 kWh       per kWh         Next 200 kWh       per kWh         All Over 500 kWh       per kWh         MINIMUM MONTHLY CHARGE         The minimum monthly charge shall be the minimum charge specified in the contract, or the minimum monthly customer charge, or \$0.75 per KVA or installed capacity, whichever is greater.		\$21.84 .08051 .10106 .19762	I I I
<b>FUEL ADJUSTMENT CHARGE</b> 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 10% and is based on a twelve-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:	October 1, 2021
	Month / Date / Year
DATE EFFECTIVE:	Service Rendered on and after October 1, 2021
_	Month / Date / Year
ISSUED BY: <u>Br</u>	adley Cherry
	Month / Date / Year adley Cherry (Signature of Officer)
TITLE:	President and Chief Executive Officer
	ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.:	2021-00110 DATED: September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Thide G. Andwell	
EFFECTIVE	
10/1/2021	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### SCHEDULE 20

#### CLASSIFICATION OF SERVICE

RESIDENTIAL INCLINING BLOCK RATE		RATE PER UNIT	
TERMS OF PAYMENT The above rates are net, the gross being ten percent higher. In monthly bill is not paid within fifteen (15) days from the mailing date of the bil apply.	the event the current I, the gross rates shall		
METERING Necessary metering equipment will be furnished and maintained which shall have the option of metering service supplied hereunder at either voltage.	d by the Cooperative primary or secondary		
<ul> <li>SERVICE PROVISIONS         <ol> <li>Delivery Point. If service is furnished at secondary voltage, the deliver metering point unless otherwise specified in the contract for service. All wirin other electrical equipment on the load side of the delivery point shall be owned the consumer.             <ul></ul></li></ol></li></ul>	ng, pole lines and ed and maintained by point shall 's transformer pole lines, and other delivery point shall be must be three-phase or disturbances on its aracteristics, such vice. The minimum \$1.00 per kVA of der the paragraph		
DATE OF ISSUE: July 31, 2013 Month / Date / Year	KENTUC PUBLIC SERVICE C JEFF R. DER	COMMISSION	

EXECUTIVE DIRECTOR

TARIFF BRANCH

TITLE:\_\_\_\_

DATE EFFECTIVE:

ISSUED BY:

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

αлл

IN CASE NO.: \_\_\_\_\_\_\_DATED: July 31, 2013\_\_\_\_\_

Month / Date / Year

MUL

(Signature of Officer)

Service Rendered on and after July 31, 2013

b

JAL

President and Chief Executive Officer

7/31/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1

EFFECTIVE

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

SCHEDULE 21

FOR: ENTIRE AREA SERVED PSC NO.: 1 ORIGINAL SHEET NO.: 21.00

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

PREPAY METERING PROGRAM RATE PER UNIT STANDARD RIDER This Prepay Electric Service is a rider to Rate Schedule 1 Domestic Farm & Home Service and Rate Schedule 18, General Service. AVAILABILITY OF SERVICE All Rate Schedule 1 (Domestic-Farm & Home Service) and Rate Schedule 18 (General Service) accounts, excluding accounts on levelized budget billing, auto draft, net metering, accounts with ancillary services, three phase accounts, and accounts larger than a 200 amp service, within the territory served by the cooperative. TYPE OF SERVICE **Prepay Electric Service** RATES: In addition of the Customer Charge and kWh charge for Rate Schedule 1 (Domestic Farm& Home Service) and Rate Schedule 18 (General Service), there will be: Monthly Program Fee \$10.00 TERMS AND CONDITIONS Prepay Electric Service is a voluntary program. Members who qualify for this program as defined above in "AVAILABILITY OF SERVICE" may choose to voluntarily enroll their electric account(s) in this program. All members who participate in the Prepay Electric Service are subject to the following: 1. An agreement for Prepay Electric Service must be signed by the member (for joint

CLASSIFICATION OF SERVICE

1. An agreement for Prepay Electric Service must be signed by the member (for joint memberships, only one member is required to sign the agreement) for each account enrolling in the Prepay Electric Service. The term of the agreement is for one year.

DATE OF ISSUE:	July 31, 2013 Month / Date / Year	
DATE EFFECTIVE:	Service Rendered on and after July 31, 2013 Month/ Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY:	and signature of officer)	JEFF R. DEROUEN EXECUTIVE DIRECTOR
TITLE:	President and Chief Executive Officer	
BY AUTHORITY OF ORDER IN CASE NO.: 2012-004	OF THE PUBLIC SERVICE COMMISSION 26DATED: July 31, 2013	EFFECTIVE 7/31/2013

EFFECTIVE **7/31/2013** 

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

SCHEDULE 21

#### CLASSIFICATION OF SERVICE

PREPAY METERING PROGRAM (CONT.)		RATE PER UNI
TERM	IS AND CONDITIONS (CONT.)	
2.	To participate in the voluntary prepay program, members must correceive communications from the cooperative, either by telephone participate in the voluntary prepay program.	
3.	At the time an account becomes a prepay account, the required in electricity is \$100. Members may apply funds to their prepay acc choose and as many times per month as they choose.	
4.	Members may apply funds to their prepay account(s) by all metho listed on Grayson Rural Electric's website, <u>www.graysonrecc.con</u> Electric.	
5.	If a member elects to enroll an account in prepay and has a deposit deposit will be applied to the account before the account changes credit remaining on the account will be applied to the prepay acco member has another account(s) which has neither a satisfactory or sufficient deposit, the remaining credit will be transferred as a dep account(s). This deposit will only be refunded by applying it to the account(s) as described.	to prepay. Any ount. However, if the redit history nor a posit to the unsecured
6.	If a member elects to enroll an account in prepay, the total amoun payment arrangements/contracts will be applied to the account so balance will be reflected on the prepay account.	
7.	Once enrolled in the prepay service, no additional payment arrang made.	jements will be
8.	If a member's post pay account has a balance greater than \$500 at becomes a prepay account, the excess amount must be paid. The subject to a prepayment plan whereas future payments will be spli- unpaid debt is retired. Under this provision, the member will be a funds paid on the prepay account to the unpaid debt. The remaining will be applied to daily usage on the account.	member will be it 30/70 until the pplying 30% of any
9.	A new member, who previously received service from Grayson R discontinued service without paying his/her final bill, (i.e. an uncowill be required to make a substantial payment in accordance with practices prior to establishing prepay service.	ollectible account)
DATE C	DF ISSUE: July 31, 2013	KENTUCKY PUBLIC SERVICE COMMISSION
DATE E	FFECTIVE: Service Rendered on and after July 31, 2013	JEFF R. DEROUEN EXECUTIVE DIRECTOR
SSUEC	DBY:	TARIFF BRANCH Burnt Kinkley

President and Chief Executive Officer

DATED: July 31, 2013

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

TITLE:

IN CASE NO.: 2012-00426

EFFECTIVE **7/31/2013** 

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

SCHEDULE 21

#### CLASSIFICATION OF SERVICE

PREPAY METERING PROGRAM (CONT.)	RATE PER UNIT
TERMS AND CONDITIONS (CONT.)	
<ol> <li>Prepay accounts will be billed at least once a day to show the remaccount. If a meter reading is not available, the account will be e In addition a month end billing will be done for any unbilled mise such as green power. Charges such as program fee, customer charadjustment, environmental surcharge, applicable taxes, franchise lights will be prorated daily.</li> <li>Prepay accounts will not be subject to deposits, late fees, disconn reconnect fees.</li> <li>For a member who requests their account to be changed from pre</li> </ol>	stimated for that day. cellaneous charges arge, kWh, fuel fees and security ect fees, and
deposit will be required as listed in Grayson Rural Electric's rules These rules and regulations can be found on the PSC's website, <u>www.ps</u> tariffs, Grayson RECC.	
<ul> <li>14. If a payment on a prepay account is returned for any reason, the a the service charge listed in Grayson's Rules and Regulations, Ori 45. In addition if an outstanding balance is transferred from another acc the transfer will be debited to the prepay account. The member w funds to the account to cover the transfer to keep the account from discomnegative balance.</li> </ul>	ginal sheet 155, item ount, the amount of vill have to apply
<ul> <li>15. If a prepay account is disconnected due to lack of funds or any of Cooperative shall be held harmless for any damages due to loss on Likewise, if the account is disconnected and the member applies a account thus causing the account to be reconnected, the member a responsibility for any damages to the location caused by the accound disconnected and/or reconnected.</li> <li>16. A monthly paper bill will be mailed to members who receive prepared to the second seco</li></ul>	f energy services. funds to the prepay accepts full unt being
<ol> <li>Due to the prepay status of an account, a delinquent notice will no prepay accounts as the account should never be in arrears. Grays deviation from 807 KAR 5:006, Section 14 for this Prepay Meteri only.</li> </ol>	ot be mailed on on RECC requests a
DATE OF ISSUE: July 31, 2013	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: Service Rendered on and after July 31, 2013 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
SSUED BY:	Bunt Kinkley

President and Chief Executive Officer

DATED: July 31, 2013

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

TITLE:

IN CASE NO .: 2012-00426

FOR: ENTIRE AREA SERVED PSC NO .: ORIGINAL SHEET NO .: 21.60

SCHEDULE 21

#### CLASSIFICATION OF SERVICE

**BATE PER UNIT** 

TERMS AND CONDITIONS (	CONT.)
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- 18. All voluntary prepay accounts will not be eligible for Winter Hardship Reconnect, Certificate of Need, or Medical Certificate as outlined in 807 KAR 5:006, Sections 13, 14, and 15. If a member on a prepay account presents a Certificate of Need, a Medical Certificate or gualifies for a Winter Hardship Reconnect, the member will be required to transfer to a post pay account.
- 19. A prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the prepay account is adequately funded. If the member cannot ensure proper funding, Grayson RECC recommends the member not utilize the prepay service.
- 20. A prepay account will be disconnected immediately in cases of theft, tampering, or hazardous code violation.
- 21. Members who voluntarily choose the prepay service are subject to all rules and regulations outlined in the Cooperative's tariffs and bylaws unless specifically noted above.

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ISSUED BY:	(Signature of Officer)	TARIFF BRANCH Rumt Kintley
TITLE:	President and Chief Executive Officer	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2012-00426 DATED: July 31, 2013		<b>7/31/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### Kentucky Energy Retrofit Rider

#### AVAILABILITY

The KY Energy Retrofit Rider (Rider) is a voluntary tariff available to customers for the purpose of improving resource efficiency and reducing energy consumption and net customer bills. The Rider is only available to qualifying customers taking service under Rate Schedules 1 (residential) and 2 (commercial/small industrial).

Definitions:

Agent – party acting on behalf of the company as defined under Kentucky law.

Company – Utility company implementing the tariff.

Contractor – The individual or company installing a Retrofit.

Customer – The purchaser of utility services at a property that includes a Retrofit or who is applying for a Retrofit. May be an owner or a tenant.

Owner/Landlord – The owner of the property where the retrofit is being installed. May also be the Customer of the utility, or just the landlord.

Retrofit – the energy efficiency improvement being funded as part of utility service, including efficiency improvements to new construction.

Retrofit Project Charge – The monthly payment from the Customer to the Company covering the Retrofit service/amortization.

Terms and Conditions – Any and all regulations, guidelines, and agreements under which the Company provides service to the Customer.

#### RETROFIT INVESTMENT AND REPAYMENT TERMS

- 1. No up-front investment is required by Customers. The initial cost of approved efficiency measures will be paid by the Company or its Agent.
- 2. The Retrofit repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.
- 3. Retrofit program costs shall be recovered through a monthly line item Retrofit Project Charge on the utility bill.

Date of Issue:	August 26, 2013

Date Effective: August 26, 2013

Issued By:

Title: <u>President and Chief Executive Officer</u>

Issued by authority of an order of the Public Service Commission of Kentucly

Case No.: 2012-00484 Dated: August 26, 2013

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH
	Bunt Kirtley
	EFFECTIVE
	8/26/2013
tucł	y PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

- 4. The Retrofit Project Charge shall be part of the Company's charges for basic utility service. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.
- 5. The Retrofit Project Charge must be less than ninety (90) percent of the estimated average savings associated with the investment.
- 6. Company or its Agent will be responsible for estimating resource savings and developing a Conservation Plan upon which the Retrofit Project Charge will be based.
- 7. Although the Company and its Agent(s) expect that all Customers will receive lower monthly utility bills, there is no guarantee of savings.
- 8. If a Retrofit measure is reported to be faulty, the Company or its Agent will assess (verify the failure), suspend Retrofit Project Charges to the degree that savings are compromised, initiate and verify repairs, assign cost to responsible party and reinstitute Retrofit Project Charges.
- 9. When an account is closed, the outstanding balance of the Retrofit obligation remains with the meter/facility until the account is reopened, combined with another account/service or its meter/facility is transferred to a new Customer, at which time Retrofit repayments will resume as part of service to that meter/facility until paid in full.

## CONSERVATION PLAN

The Conservation Plan will be developed by the Company or its Agent and specify measures recommended by the Company to the prospective Retrofit

Customer. The Conservation Plan includes:

- Plan Scope The Conservation Plan will include a detailed description of each retrofit option proposed. The estimated and maximum amounts of financing the Company/its Agent would pay/invest towards each retrofit would be identified. If energy savings are not completely justified on a cost basis, the Conservation Plan will include the amount Customer would pay or invest to 'buy down' the remaining project balance to what can be amortized by energy savings/on-bill repayment. There will also be a financial summary of the cumulative projected on-bill repayments including: amount of cumulative program fees repaid; amount of cumulative interest repaid; amount of cumulative principle repaid; and total amount to be repaid over the life of the investment.
- Estimated Resource Savings The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimates and will use generally accepted modeling software and techniques.

techniques.	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Date of Issue: August 26, 2013	TARIFF BRANCH
Date Effective: August 26, 2013 Issued By:	Bunt Kirtley
Title: <u>President and Chief Executive Officer</u>	EFFECTIVE 8/26/2013
Issued by authority of an order of the Public Service Commission of Kentuc	CKY PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
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	FOR: ENTIRE AREA SERVED
	P.S.C. NO.: 2
	ORIGINAL SHEET NO .: 22.20
GRAYSON RURAL ELECTRIC	CANCELING P.S.C. NO.: 1
COOPERATIVE CORPORATION	ORIGINIAL SHEET NO .: 3.00

Retrofit Project Charge – The charge to be included on Customer's utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the Retrofit Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of Retrofit Project Charge for the benefit of Customers who meet qualifying guidelines of such funding sources. In calculating the Project Charge, the Company may add five (5) percent of the capitalized cost of proposed projects as bid by contractors or vendors to offset Retrofit program costs. The annual interest rate used to calculate the Retrofit Project Charge shall be no more than the cost of the capital used by the capital provider to finance the project.

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- Audit Fee- A Customer or Landlord may be charged a \$200 Audit Fee for complete Conservation Plans. The charge will be waived for program participants or when the Conservation Plan yields less than \$1,000 in improvements that can be paid for by the Company through the program. The charge will be assessed no sooner than (90) days after the Conservation Plan has been provided to the Customer.
- Number of payments- The number of periods for which Retrofit Project Charge will apply at the premises. In no case shall the duration of the Retrofit Project Charge exceed seventy-five (75) percent of the estimated life of the measure or fifteen (15) years, whichever is less.
- In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the Customer's bill until all measures have been completed.

A Customer's and Landlord's signature on the Retrofit Agreement shall indicate acceptance of the Conservation Plan.

## "BUY DOWN" ALTERNATIVE

A Customer or Landlord may elect to "buy down" the cost of implementing an efficiency measure so that the Retrofit Project Charge will be less than the average estimated monthly savings. In this way, measures that might not otherwise yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the Customer or Landlord or a third party must agree to pay the amount required to buy down said measure(s) such that the Retrofit charge is no greater than ninety (90) percent of the estimated savings.

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	PUBLIC SERVICE COMMISSION
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Date Effective: August 26, 2013	$\Lambda$ , $J_{\mu}$
Issued By: Careffell Sully	Bunt Kirtley
Title: <u>President and Chief Executive Officer</u>	
Issued by authority of an order of the Public Service Commission of Kentuc	8/26/2013 (y PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Case No.: <u>2012-00484</u> Dated: <u>August 26, 2013</u>	

	P.S.C. NO.: 2
	ORIGINAL SHEET NO.: 22.30
GRAYSON RURAL ELECTRIC	CANCELING P.S.C. NO.: 1
COOPERATIVE CORPORATION	ORIGINIAL SHEET NO.: 4.00

#### NEW STRUCTURES

A Customer or Owner may utilize this Rider to install high efficiency equipment or measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or "standard" efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the Contractor, Customer or Owner. Under any circumstances, the Retrofit Project Charge to appear on the participant's bill must be less than the average estimated cost of resources saved by purchase of the higher efficiency equipment or measures.

#### RESPONSIBILITIES

Responsibilities, understandings and authorizations of the Customer, Company, landlord (if applicable) and Contractor shall be evidenced by this Rider and written agreements, notifications and disclosures/consents, the forms of which are incorporated into this Rider by reference.

The Company/its Agent(s) will

- 1. market and administer the program,
- 2. prequalify eligible locations,
- 3. perform energy audits to produce Conservation Plans,
- 4. certify and maintain a list of Contractors, and arrange for a certified Contractor to install retrofit measures
- 5. act as Customer's representative in verifying suitability of proposed retrofits, estimated savings, satisfactory installation of retrofit measures, and evaluating ongoing performance or need for repair of measures
- 6. file UCC disclosures with County Clerk for each location
- 7. disclose pre-existing retrofit investment benefits and costs to new Customers,

The Company will not be liable for any decisions or actions taken by its Agent, including but not limited to selection of measures, savings estimates, decisions on repairs or extending payment terms to collect missed payments and repair costs, or injury or damage to homes related to installation or use of retrofit measures.

The Company will not be liable for any failure by the previous occupant, building owner or landlord to disclose a Customer's payment obligation.

	KENTUCKY PUBLIC SERVICE COMMISSION
Date of Issue: August 26, 2013	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH
Date Effective: August 26, 2013	D , 1. 19
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Title: President and Chief Executive Officer	EFFECTIVE
The: <u>President and Chief Executive Officer</u>	8/26/2013
Issued by authority of an order of the Public Service Commission of Kentuc	V PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Case No.: 2012-00484 Dated: August 26, 2013	

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FOR: ENTIRE AREA SERVED

	P.S.C. NO.:	2
	ORIGINAL SHEET NO .:	22.40
GRAYSON RURAL ELECTRIC	CANCELING P.S.C. NO .:	1
COOPERATIVE CORPORATION	ORIGINIAL SHEET NO .:	5.00

Company will not be liable for Contractor's work. Any verification by the Company or its Agent and request that the Company initiate Retrofit charges in no way limits the installing Contractor's and product manufacturer's liability as per contractual agreement with the Company/its Agent and under State law.

The written agreements include:

- KY Retrofit Purchase Agreement Establishes permission and terms for program participation, clarifies charges involved in the program, roles and responsibilities of each party, and notification requirements. Customer responsibilities include signing agreement to participate, providing access to the Company, its Agent and retrofit Contractor(s) for audit, retrofit, inspection and repairs, payment of retrofit charges included in utility bills, becoming informed about routine operation of retrofits, informing the Company if an installed retrofit measure fails or malfunctions, being responsible for all costs associated with Customer damage or neglect and accepting cost for out-of-warrantee repairs. Owner responsibilities include agreeing to have retrofit installed, maintaining retrofits, written notification to prospective tenants or purchasers of the property so new occupants sign that they are informed of the energy investment burden on the meter, and fulfillment of Customer responsibilities any time metered location is in the Owner's name. Residential locations will have a maximum repayment term of 10 years and require loan security on investments greater than \$20,000.
- Master Contractor Agreement Establishes that the contractor agrees to do the work as specified in the Conservation Plan. If the contractor needs to deviate from the Conservation Plan, the contractor will secure written authorization from the Company in advance. The Contractor is responsible for all aspects of his/her work, energy savings if provided, and all permits, insurance coverage, warrantees, bonding and representation. The contractor will not charge more than the final approved estimate for the work performed. The Agreement states that the Company is not responsible for the contractor's work, but the Company does act as an intermediary in attempting to resolve any disputes.

#### TRANSITION IN ROLES

Unless otherwise specifically set forth in a standard Retrofit purchase agreement made part of this Rider, responsibility for outstanding Retrofit obligations falls on the successor party when the roles of the Customer, Owner or tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a tenant purchases an apartment complex, that individual assumes the obligations of Owner if disclosure is made and consent is obtained.

the obligation.	s of owner if disclosure is made and consent is obtained.	PUBLIC SERVICE COMMISSION
		JEFF R. DEROUEN
Date of Issue:	August 26, 2013	EXECUTIVE DIRECTOR
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Date Effective:	<u>August 26, 2013</u>	A . 1/ 10
Issued By:	Camp tree Shall	Bunt Kirtley
Title:	President and Chief Executive Officer	EFFECTIVE
		8/26/2013
Issued by autho	prity of an order of the Public Service Commission of Kentucky	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Case No.: 2012	<u>-00484</u> Dated: <u>August 26, 2013</u>	

FOR: ENTIRE AREA SERVED

#### FAILURE TO MAKE REPAYMENT

The Customer or Landlord is obligated to pay for overall utility service which includes both the electric service provided and the repayment of the energy efficient investment as presented on the monthly bill. In the event no payment is made and the total monthly bill become past due, then delinquency will be handled in accordance with the Company's approved Terms and Conditions.

#### OTHER

- 1. This Rider applies to Retrofit measures permanently installed as fixtures at the premises. Portable efficiency products such as commercial lighting may be included where preapproved and documented by the Company/its Agent. The Company will solely determine which measures or products may be included in the Retrofit Program.
- 2. Measures will be owned by the capital provider for tax or carbon credit purposes until Retrofits have been fully paid off, however if tax credits can only be applied for by Customer, than Customer shall retain eligibility.
- 3. The Company or its Agent will determine the eligibility of a Customer based upon the Customer's bill payment history with the Company, projected energy savings and program capacity. At its sole discretion, the Company may determine a property is not eligible for the program and does not qualifies for this Rider if:
  - The structure has an expected life shorter than the payback period, or a.
  - b. The structure does not meet applicable public safety or health codes.
- 4. At its sole discretion, the Company will determine the maximum Retrofit program investment in any year.
- The initial term of the Retrofit Purchase Agreement may be extended by the Company or its Agent to 5. recover its costs for out-of-warrantee repairs or missed payments.
- 6. If a location is dormant for more than one year, or the underlying facility has been destroyed, any (T)outstanding retrofit balance net of insurance reimbursement may be charged as loss in accordance with the Company's approved Terms and Conditions.

Date of Issue:	<u>August 26, 2013</u>
Date Effective:	<u>August 26, 2013</u>
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President and Chief Executive Officer Title:

Issued by authority of an order of the Public Service Commission of Kent

Case No.: 2012-00484 Dated: August 26, 2013

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH
	Bunt Kirtley
	EFFECTIVE
	8/26/2013
uc	KY PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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# **Energy Efficiency Measure Purchase Agreement**

Customer Name:	A	Agreement Date:		, 20
Customer Mailing Address:				
Service Address:				
Customer Phone - day:	evening:	mobile:		
Account #:	Meter/Location ID:	•	_ Occupancy:_	Owner Renter
Property Owner's Name:		Co-Owner Name:		
Owner's Phone:		Co-Owner Phone:		
Owner Mailing Address:				
Co-Owner Address:				

# 1. ENERGY EFFICIENCY MEASURE(S) PURCHASED, NOT-TO-EXCEED COST & ESTIMATED SAVINGS

Energy Efficiency Measure(s)*	Projected Cost	Not to Exceed Monthly Payment**	Est # Payments	Current value of projected savings (yr)
Energy Efficiency Measure Product(s) Total				

\* Detailed description of products(s) and specifications for installation included in the attached Conservation Plan. \*\* Total Monthly payment amount(s) include a portion of Energy Efficiency Measure program costs.

#### 2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company. Customer's Initials Owner's Initials

#### 3. PURPOSE OF THIS AGREEMENT

	PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ahov	to be installed on head of the Customer, in
	ation ID and Bunt Kinkleyer to disclose

This Agreement permits the Energy Efficiency Measure(s) noted abov	to be installed an habit of the Customer, in
the Owners' building at the above property address with the above Loc any payment requirement to future tenants and to any purchaser of the	ation ID and Runt Kinklur er to disclose
any payment requirement to future tenants and to any purchaser of the	e premises a: ion 6.2 below.
The agreement also describes the responsibilities, understandings and	uthorizations of Customers and Owners in
-	12/16/2010

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implementing, maintaining, disclosing and paying for the above mentioned Energy Efficiency Measures.

#### 4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

- 4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Energy Efficiency Measures.
- 4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Energy Efficiency Measures, all remaining payments will be due with the final bill.
- 4.3 Maintain the installed Energy Efficiency Measure measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.
- 4.4 Customer shall notify the Company if any of the above Energy Efficiency Measures stop working. The Company/its Agent will verify Energy Efficiency Measure failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Project Charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Energy Efficiency Measure payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Energy Efficiency Measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Energy Efficiency Measure payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

- 4.5 Capital Provider will own the installed Energy Efficiency Measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.
- 4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable Energy Efficiency Measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Energy Efficiency Measures to their new account.
- 4.7 Customer will make a good faith effort to participate in KY Energy Retrofit Rider program follow-up surveys for the purpose of evaluating the effectiveness of the Energy Efficiency Measures and to provide information requested by the Public Service Commission and state Energy Office.
- 4.8 The Customer understands that an Independent Contractor-Customer relationship has been virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Company/its Agent. Company/its Agent will not be liable for personal injury, provide the provide the Contractor or Contractor's agents or employees. Company is not a guarantee of Provide State The State The State Contractor's agents or employees. Company is not a guarantee of Provide State The State Contractor's rights regarding manufacturers, vendors and contractor's RANCH.
- 4.9 Customer understands that this Agreement does not constitute a loan nor create any Kurley Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Energy ETTICLERCY LYTERSULE obligations shall not result in any prepayment discounts nor refunds.
   12/16/2010

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

#### 5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

- 5.1 Assign the KY Energy Retrofit Rider Tariff to this location which shall remain in full force until the final Project Charge has been paid in full.
- 5.2 Be its representative to coordinate and facilitate the installation of the Energy Efficiency Measures listed above and related work including arranging for repair or replacement if any of the Energy Efficiency Measures fail prior to the Customer making the final payment.
- 5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Energy Efficiency Measures and related work.
- 5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

#### 6. OWNER RESPONSIBILITIES AND UNDERSTANDING

- 6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Energy Efficiency Measure repayment whenever utility service to the above reference service location is in the Owners' name.
- 6.2 Owner shall make all remaining KY Energy Retrofit Rider payments upon closing their utility account or upon sale of the property or disclose the monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.
- 6.3 Owner will maintain installed Energy Efficiency Measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Energy Efficiency Measure measure(s).
- 6.4 Owner will be responsible for cost associated with owner damage.
- 6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Energy Efficiency Measure obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Energy Efficiency Measure products installed in the premises.
- 6.6 Owner understands that this Agreement does not constitute a loan not create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Energy Efficiency Measuremetigations shall not result in any prepayment discounts nor refunds.
   JEFF R. DEROUEN EXECUTIVE DIRECTOR

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs as Energy Efficiency Measures including but not limited to their installation, removal But Kully and program costs.

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12/16/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### 7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

- 7.1 Arrange for installation of the Energy Efficiency Measures listed above and detailed in the Conservation Plan.
- 7.2. Assign the KY Energy Retrofit Rider Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Energy Efficiency Measure measure is removed by Owner.
- 7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Energy Efficiency Measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Energy Efficiency Measures. Owner understands that when an independent contractor installs Energy Efficiency Measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.
- 7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.
- 7.5 Issue payment for Energy Efficiency Measure products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Energy Efficiency Measure measure(s).
- 7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Energy Efficiency Measure costs noted above.
- 7.7 Record a UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Energy Efficiency Measure obligations to successor customers at this location.

#### 8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

- 8.1 This Agreement shall remain in full force and effect until the final Energy Efficiency Measure payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.
- 8.2 No related payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.
- 8.3 If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Energy Efficiency Measures. Such costs include but are not limited to all costs for measures. installation, repair or replacement, administration, litigation, product subsidy, and interteenation, Company may recover these costs through payments to Company from customers at this literation RVICE COMMISSION
- 8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs. Company/its Agent incurred for these Energy Efficiency Measure measure(s). TARIFF BRANCH
- 8.5 No waiver, alteration or modification of any of the provisions of this Agreement should Kullyss in writing and signed by a duly authorized representative of both parties to this Agreement should be a signed by a duly authorized representative of both parties to this Agreement should be a signed by a signed by a duly authorized representative of both parties to this Agreement should be a signed by a sis signed by a signed by a signed by a signed by a sign

JEFF R. DEROUEN

12/16/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 8.6 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page.
- 8.7 Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Energy Efficiency Measure measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.
- 8.8 In the event of any dispute arising over the Energy Efficiency Measure program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.
- 8.9 Company's Energy Efficiency Measure program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Efficiency Measure Rider.
- 8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Customer	Date Signed
Owner	Date Signed
Co-Owner	Date Signed
Company	Date Signed
	KENTUCKY PUBLIC SERVICE COMMISSION JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH Bunt Kirthey
	EFFECTIVE <b>12/16/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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# **KY Energy Retrofit Rider - Participating Contractor Master Agreement**

Contractor Name:	Agreement Date:	, 20	
Contractor Mailing Address:			
Contractor Phones - mobile:	_day:	evening:	

#### 1. PURPOSE OF THIS AGREEMENT

The Contractor is engaged in the business of selling and/or installing resource saving equipment, products and services. By agreeing to the provisions of the KY Energy Retrofit Rider Program, the Contractor becomes a participating Contractor in the Program to install Energy Efficiency measures to improve the resource efficiency for Customers served by Company. This agreement describes roles, responsibilities, and understandings of the Contractor and the Company/its Agent(s).

#### 2. CONTRACTOR RESPONSIBILITIES AND UNDERSTANDINGS

- 2.1 Contractor shall submit a binding bid for Energy Efficiency measures to the Company. Energy Efficiency measures may include equipment, products and/or services that result in resource savings and lower bills. Company will be solely responsible for determining whether proposed measures meet the general or economic criteria for inclusion in the KY Energy Retrofit Rider program.
- 2.2 Approved Energy Efficiency measures, specifications and costs for each project shall be as set forth in a Conservation Plan developed by Company/its Agent and subject to this Agreement. An executed Conservation Plan will be considered an instruction to Contractor to commence work.
- 2.3 Contractor understands that only non-portable efficiency measures installed on premises permanently anchored to a foundation are eligible unless explicitly included in conservation plan. Savings must be greater than the monthly Project Charge calculated by Company/its Agent.
- 2.4 Contractor shall be solely responsible for determining the materials and products to be installed, and the means and methods of installation. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, and other items necessary to satisfy the binding bid and meet the terms of this Agreement.
- 2.5 Contractor shall complete approved Energy Efficiency work in a timely manner. Upon completion, Contractor shall instruct Customer and Tenant(s), if applicable, on the proper use, operation and maintenance of Retrofit measures.
- 2.6 Contractor will provide for timely removal of debris resulting from installation or repairs of Retrofit projects unless otherwise stipulated in writing with the Customer.
- 2.7 Contractor is responsible for the conduct of its employees or agents. Contractor will be responsible for any costs associated with damage to property of Customer or Tenant(s) caused by its employees or agents.
- 2.8 Contractor will secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work.
- 2.9 Contractor will give all notices and comply with all laws, ordinances, rules and orders of the work.
- 2.10 Contractor is obligated to make certain that its work conforms to all applicable federal, state and local laws, statutes, building codes and regulations, including but not limited to all applicable EPA/VOSUA OSUA NEC and NEC rules and regulations.
- 2.11 Upon post-installation inspection by Company/its Agent, Contractor agrees to replace any Equipment or repair any condition resulting in Energy Efficiency measure performance failing to meet the specific/at6/261 Orth in the PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Conservation Plan of any project. Contractor agrees to pay Company for the cost of follow-up inspections which result in rework. Any inspection by Company or initiation of Project Charge on responsible party's utility bill in no way limits either Contractor's or product manufacturer's liability as set forth herein or under Kentucky law.

- 2.12 Contractor shall purchase and maintain a minimum of \$1 million of such comprehensive general liability and other insurance which will provide protection from claims arising from the result of Contractor's performance on any Retrofit project. Contractor shall also maintain insurance coverage consistent with requirements of any regulatory or licensing body associated with the services provided. Any property damage or bodily injury claims related to the performance of this Agreement in excess of insurance limits or not covered by comprehensive liability, worker's compensation, or automobile liability insurance are the responsibility of the Contractor.
- 2.13 Contractor understands that an independent relationship has been created between Customer and Contractor. Contractor is not an employee or agent of the Company. Company will not be liable for personal injury or property damage caused by Customer, Tenant(s) (if different from Customer), Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by Contractor.
- 2.14 Contractor understands that Company's roles under this Agreement are limited to: (1) Providing efficiency guidance to Customer and Contractor, (2) Approving measures that qualify for the program (3) Inspecting to ensure quality and investigating when Customer's raise concern about performance of measures. (4)Facilitating payment to Contractor for approved Energy Efficiency measures, (5) Collecting Project Charge revenue from the party responsible for utility bills, and (6) Facilitating dispute resolution.
- 2.15 In the event of any dispute arising over the Retrofit program between Customers, Tenant(s) and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.
- 2.16 Contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of and compliance with the requirements of the Kentucky One-Call "Dig Safe" program. Contractor is responsible for working around existing utilities and agrees to defend, indemnify and hold harmless Company and Customer for any and all claims for damages to such utilities.
- 2.17 Contractor understands that failure to abide by the terms of this Agreement may result in disallowance of Contractor's subsequent participation in the KY Energy Retrofit Rider program in addition to any other remedies afforded to offended parties. Any such disallowance shall be at Company's sole discretion.

## **3. PAYMENT FOR RETROFIT PROJECTS**

- 3.1 Contractor should notify Company when work on a Retrofit Project is complete. When work is considered complete and satisfactory, Company will pay to Contractor and Customer jointly the outstanding balance of the amount agreed upon in the Conservation Plan. For projects with equipment purchases costing more than one-thousand (1,000) dollars, Company will pay Contractor in advance up to fifty (50) percent of the total project cost agreed upon in the Conservation Plan provided Contractor is bonded at or above the amount of the advance.
- 3.2 In lieu of supplying a bond, Contractor has the option of performing work and receiving full navment upon satisfactory completion, with check payable to Contractor. PUBLIC SERVICE COMMISSION
- 3.3 Work shall be considered complete and satisfactory when Customer and Company Lage state of the backhe work is complete and acceptable. Acceptance is signified by endorsement of the check written by Company jointly to Customer and Contractor for the approved Energy Efficiency measures. Company/its acceptance of work as a requirement for payment if it deems work Runt Kullup cceptable.

EFFECTIVE **12/16/2010** PURSUANT TO 807 KAR 5:011 SECTION 9 (1) 3.4 In the event the Company/its Agent documents that work has not been completed as specified in the Conservation Plan/work order, the Company/has the Contractor's permission to withhold from final payment a penalty amount of \$500 for each failed inspection conducted by the Company/its Agent.

#### 4. WARRANTEES

- 4.1 Contractor will warrant to Customer that all materials and equipment furnished under this Agreement will be new, and that all work will be of good quality, free from faults and defects.
- 4.2 Contractor will guarantee its workmanship, including all parts and labor, for a period of one year from date of final payment and acceptance of the work.
- 4.3 Contractor warrants that the resource efficient products designed and installed by the Contractor will meet Customer's requirements.
- 4.4 Contractor will extend to Customer all manufacturer's warranties for material and equipment installed. Contractor agrees to provide copies of all warrantee information to Customer should such information exist. Said warrantees will not in any way limit Contractor's obligations as set forth above.

#### 5. INDEMNIFICATION

- 5.1 Contractor shall assume all liability and shall defend, indemnify and hold harmless Customer, Tenant, Owner and Company, individually, against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation and the defense of any such claims or actions.
- 5.2 In addition to the indemnification set forth above, Contractor agrees to indemnify, defend and hold harmless the Customer, Tenant, Owner, and Company and any and all of Company's officers, employees, contractors and agents from and against any costs or damages resulting from enforcement or nuisance actions brought by any governmental entity or third party arising from the handling, removal and/or disposal of Hazardous Materials from the project, such costs to include but not be limited to costs of remediation, fines, penalties, and legal costs incurred in the defense of such actions either in a court of law or an administrative proceeding including reasonable fees and disbursements of attorneys and consultants, property damage, personal injury and third party claims.

#### 6. TERMINATION

- 6.1 This Agreement may be terminated either by Company or Contractor with seven (7) days written notice from one party to the other.
- 6.2 In the event of termination, Contractor will be paid for any work completed to the satisfaction of Customer, less the cost of Company's estimate of the additional cost that might be incurred in completing work in progress and started under this Agreement. Company may delay such payment until such time as another contractor has signed an agreement to complete the remaining work.

#### 7. CHANGES IN WORK

7.1 Contractor shall not make changes to the work which either increase or decrease the Agreement price, without the written approval of Company and Customer. Said changes include but are not limit or alterations of specified materials or equipment, relocations and replacements. Additional costs But Killing may render proposed measures uneconomic and not acceptable as Energy Efficier cy measures.

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KENTUCKY PUBLIC SERVICE COMMISSION JEFF R. DEROUEN

**EXECUTIVE DIRECTOR** 

7.2 The cost or credit resulting from such change shall be determined by lump sum, mutually agreed to by Company, Customer, Owner and Contractor and supported by substantiating data. If the parties are unable to agree, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.

#### 8. MISCELLANEOUS PROVISIONS

- 8.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 8.2 This Agreement may not be assigned nor any of the rights and duties hereunder without the prior written consent of Contractor and Company.
- 8.3 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by United States Postal Service, First Class Mail, to the addresses shown in this Agreement.
- 8.4 If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This agreement is governed by Kentucky law.

COMPANY	Date

CONTRACTOR

Date

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
<b>12/16/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# Energy Retrofit measures were installed at this location to save on utility costs. Monthly Retrofit charges will appear on your electric/gas bill. The savings are estimated to be significantly greater than the charges.

## Read below to understand what this means.

This form should be signed prior to signing a lease or purchase agreement for this property.

Property Address: Unit #: \_\_\_\_\_

Location ID:

Whoever pays the utility bills at this location will be required to make monthly payments to Company for cost-saving energy Retrofit measures installed here. Payments will continue until the required number of payments for these measures has been paid. These measures were installed to lower the utility bills for this location. If you decide to occupy the premises you will get these lower utility bills. Therefore, you will help pay for these products as long as you receive the savings and there are remaining payments to be paid. The savings are estimated to be greater than the charges.

If you want more information before buying this property or signing a lease, you can call Grayson Rural Electric (1-800-562-3532) to learn about the:

- Specific Retrofit measures installed,
- Monthly payment amount,
- Number of payments remaining, and
- Your estimated savings.

When you request utility service, Company will send you a form outlining your Retrofit related Customer Responsibilities, including:

- Making monthly payments,
- If you rent, promptly reporting to your landlord if a Retrofit measure stops working, and,
- If you own the property, maintaining the measures in good working condition as long as payments are due.

My signature below indicates that I have read or have had this form read to me. I understand my obligation to make monthly payments for the Retrofit measures installed at this location should I choose to rent or buy the premises. I am signing this form before signing any purchase or lease agreement.

(Purchaser/Renter) Signa	reDate	
(Purchaser/Renter) Name	print) KENTUCKY PUBLIC SERVICE COMMISSION	
	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
	Bunt Kintley	
ver. Dec 2010	EFFECTIVE <b>12/16/2010</b> © 2010 Kentucky Energy Retrofit CollaborativeNT TO 807 KAR 5:011 SECTION 9 (1)/1	L

# **Efficiency Plan**

Customer Name	JF
Owner Name	JF
Account #	00001
Utility Name	MACED
Assessor's Name	JF
Date of Assessment	12/20/2010
Current Rate	0.068 per kWh

# How your Home uses Electricity

Your home uses energy for heating, cooling, and base load (which is everything that is not heating or cooling).

		Estimated Use (yr:		Amount Wasted	
l	Heating	11,805	kwh	-	kwh
	Cooling	15,911	kwh	7,365	kwh
×	Base Load	1,793	kwh	-	kwh
		29,509	kwh	7,365	kwh

# 25% of the energy you buy is going to waste

# **Smart Energy Efficiency Improvements**

- ✓ Improve Attic Insulation
- ✓ Improve Floor Insulation
- ✓ Reduce Duct leakage
- ✓ reduce air leakage
- ✓ 0
- ✓ 0
- ✓ 0

## Energy Efficiency is different

than Energy Conservation. Energy Efficient measures deliver the same and often better performance than current equipment while also using less energy. Energy Conservation meaures are actions that you can take to reduce your energy consumption such as turning off lights or taking shorter showers.

Estimated Value of Measures:	\$4,850
Not to exceed amount	\$5,755

Your current electrical usage is equivilent to:

56	6
14	N

# 60W light bulbs Number we can turn off



# Approx. annual cost of wasted energy Approx. annual project clarge Mission The project charge With appresident of the project of the

# It has been calculate to the savings and to pay back the savings and the savings and t

12/16/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## Next Steps

- 1. Sign Purchase Agreement
- 2. Select contractor and schedule the job
- 3. Energy Specialist returns to inspect completed work
- 4. Savings begin and project charge appears on utility bill.

If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

## Acceptance:

#### I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under the Kentucky Energy Retrofit Rider.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback

	Total Payments over life of payback	\$5,579.73	\$6,761.07
	Total Interest over life of payback	\$487.23	\$718.21
Cost of Capital 3.00%	Estimated Total Cost of Work	\$5,092.50	\$6,042.86
Payback Period (years) 15	Project Management Fee (5%)	\$242.50	\$287.76
	Estimated Materials and Labor	\$4,850.00	\$5,755.11
	Project Charge	\$31.00	\$37.56
		<u>Estimate</u>	Not to Exceed

Signed:	PU
signature	date
printed name	



CC FINANCING						
NAME & PHONE OF C						
SEND ACKNOWLEDG	GMENT TO: (Nam	e and Address)				
<b>—</b>						
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OR 16. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	NAME	SUFFIX
			1			
. MAILING ADDRESS			СПУ	STATE	POSTAL CODE	COUNTRY
	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	CITY 1f. JURISDICTION OF ORGANIZATION		POSTAL CODE	
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. <u>SEEINSTRUCTIONS</u>	ORGANIZATION DEBTOR	' 	1f. JURISDICTION OF ORGANIZATION	1g. ORG/		
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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/E 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL [7. Check to REQUEST SEAR [ADDITIONAL FEE] [ADDITIONAL FEE]	1 JUNE 9 JOANNE
8. OPTIONAL FILER REFERENCE DATA	EFFECTIVE
	12/16/2010
FILING OFFICE COPY UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

- B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.
- 1. **Debtor name**: Enter <u>only one Debtor name in item 1</u>, an organization's name (1a) <u>or</u> an individual's name (1b). Enter Debtor's <u>exact full legal</u> <u>name</u>. Don't abbreviate.
- 1a. <u>Organization Debtor</u>. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
- 1b. <u>Individual Debtor</u>. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

For both <u>organization and individual Debtors</u>: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).

- 1c. An address is always required for the Debtor named in 1a or 1b.
- Reserved for Financing Statements to be filed in North Dakota or South Dakota <u>only</u>. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#)
   — social security number or employer identification number must be placed in this box.
- 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."

*Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

- 2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
- 3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
- 4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
- 5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5.7 as applicable and attach any other items required under other law.
- 6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
- 7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.

#### KENTUCKY

8. This item is pptional and Bid Rick first one. Content Solven have of reference, filer may enter in item it any identifying provide the file of the solution (e.g., Secured Party's loan number with firm file pumper, Poptor's name or other identification, state in which form is being filed, etc.) that filer may find useful. TARIFF BRANCH

12/16/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### FOR ENTIRE TERRITORY SERVED Community, Town or City

P.S.C. KY. NO. 4

**Revised SHEET NO. 1** 

#### **Grayson Rural Electric**

#### **CLASSIFICATION OF SERVICE**

#### **RATES SCHEDULE ES – ENVIRONMENTAL SURCHARGE**

#### AVAILABILITY

In all of the Company's service territory.

#### APPLICABILITY

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

#### <u>RATE</u>

CES(m) = ES(m)

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

ES(m) = [((WESF) x (Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge)) + (Over)/Under Recovery] *divided by* [Average of 12-months ending Retail Revenue (excluding environmental surcharge)] = %

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

DATE OF ISSUE November 17, 2010 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE <u>November 5, 2010</u>	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. <u>2010-00021</u> DATED <u>November 5, 2010</u>	EFFECTIVE <b>11/5/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### FOR ENTIRE TERRITORY SERVED Community, Town or City

P.S.C. KY. NO. 4

**Revised SHEET NO. 2** 

### **Grayson Rural Electric**

#### **CLASSIFICATION OF SERVICE**

(Over)/Under Recovery =

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

#### **BILLING**

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

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DATE EFFECTIVE <u>November 5, 2010</u>	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY COMPANY (Signature of Officer)	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. <u>2010-00021</u> DATED <u>November 5, 2010</u>	EFFECTIVE <b>11/5/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**(T)** 

**Grayson Rural Electric Cooperative Corporation** 

### **RATES SCHEDULE NM—NET METERING**

### **AVAILABILITY OF NET METERING SERVICE**

Net Metering is available to eligible member-generators in Grayson Rural Electric's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Grayson Rural Electric'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, Grayson Rural Electric'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 Grayson Rural Electric 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 Grayson Rural Electric's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

At its sole discretion, Grayson Rural Electric may provide Net Metering to other membergenerators not meeting all the conditions listed above on a case-by-case basis.

### **METERING**

Grayson Rural Electric 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 Grayson Rural Electric's Commission-

DATE OF ISSUE	: December 27, 2019 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIV	/E: <u>Service Rendered on and after January 17, 2020</u> Month / Date / Year (Signature of Officer)	Gwen R. Pinson Executive Director Stuven R. Punson
TITLE:	President and Chief Executive Officer	EFFECTIVE
	OF ORDER OF THE PUBLIC SERVICE COMMISSION 2019-00440 DATED: December 9, 2019	<b>1/17/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Counties Served
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Grayson Rural Electric	Original Sheet No 2

approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Grayson Rural Electric using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Grayson Rural Electric to the member-generator and from the member-generator to Grayson Rural Electric, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

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

### **BILLING AND PAYMENT**

For charges collected on the basis of metered registration, Grayson Rural Electric shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to Grayson Rural Electric exceed the deliveries of energy in kWh from Grayson Rural Electric to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Grayson Rural Electric be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between members or	Ideations: SERVICE COMMISSION OF KENTUCKY EFFECTIVE
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Issued by authority of an Order of the Public Service Commission o Case No. <u>2008-00169</u> Dated January 8, 2009	$M \cap Q$

Grayson Rural Electric

### APPLICATION AND APPROVAL PROCESS

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

Applications will be submitted by the Member and reviewed and processed by Grayson Rural Electric according to either Level 1 or Level 2 processes defined in this tariff.

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

Members may contact Grayson Rural Electric to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Grayson Rural Electric's website.

### **LEVEL 1 AND LEVEL 2 DEFINITIONS**

### LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

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

1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

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- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary Grayson Rural Electric distribution lines, the generator shall appear as a phase-tophase connection at the primary Grayson Rural Electric distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Grayson Rural Electric distribution lines, the generator shall appear to the primary Grayson Rural Electric distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Grayson Rural Electric does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by Grayson Rural Electric on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, Grayson Rural Electric, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Grayson Rural Electric determines that the generating facility can be safely and reliably connected to Grayson Rural Electric's system; or 2) deny the Application as submitted under the Level 1 Application.

Grayson Rural Electric shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

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If the Application lacks complete information, Grayson Rural Electric 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, Grayson Rural Electric 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 Grayson Rural Electric. Grayson Rural Electric's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Grayson Rural Electric within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Grayson Rural Electric to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Grayson Rural Electric and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Grayson Rural Electric 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 Grayson Rural Electric approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Grayson Rural Electric.

If the Application is denied, Grayson Rural Electric will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

## LEVEL 2

A Level 2 Application is required under any of the following:

- 1) The generating facility is not inverter based;
- 2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

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Grayson Rural Electric will approve the Level 2 Application if the generating facility meets Grayson Rural Electric's technical interconnection requirements, which are based on IEEE 1547.

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

- 1) The Application is approved and Grayson Rural Electric will provide the Member with an Interconnection Agreement to sign.
- 2) If construction or other changes to Grayson Rural Electric's distribution system are required, the cost will be the responsibility of the Member. Grayson Rural Electric will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, Grayson Rural Electric will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3) The Application is denied. Grayson Rural Electric will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Grayson Rural Electric approval. Member may resubmit Application with changes.

If the Application lacks complete information, Grayson Rural Electric 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 Grayson Rural Electric'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.

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The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Grayson Rural Electric 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 Grayson Rural Electric for Level 1 Applications.

Grayson Rural Electric requires each Member to submit with each Level 2 Application a nonrefundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event Grayson Rural Electric 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. Grayson Rural Electric 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.

### TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Grayson Rural Electric's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Grayson Rural Electric shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Grayson Rural Electric's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation

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of the generating facility in parallel with Grayson Rural Electric's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Grayson Rural Electric, the Member shall demonstrate generating facility compliance.

- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Grayson Rural Electric's rules, regulations, and Service Regulations as contained in Grayson Rural Electric's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Grayson Rural Electric's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Grayson Rural Electric 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 Grayson Rural Electric's electric system. At all times when the generating facility is being operated in parallel with Grayson Rural Electric'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 Grayson Rural Electric to any of its other members or to any electric system interconnected with Grayson Rural Electric's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Grayson Rural Electric's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

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- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Grayson Rural Electric'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 Grayson Rural Electric shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Grayson Rural Electric.
- 7) After initial installation, Grayson Rural Electric 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, Grayson Rural Electric 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.
- For Level 1 and 2 generating facilities, an eligible Member shall furnish and install 8) 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 Grayson Rural Electric's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Grayson Rural Electric'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 Grayson Rural Electric personnel at all times. Grayson Rural Electric 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 Grayson Rural Electric's safety and operating protocols.
- 9) Grayson Rural Electric shall have the right and authority at [Name of Cooperative's] sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if [Name of

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Cooperative] believes that: (a) continued interconnection and parallel operation of the generating facility with Grayson Rural Electric's electric system may create or contribute to a system emergency on either Grayson Rural Electric's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Grayson Rural Electric's electric system; or (c) the generating facility interferes with the operation of Grayson Rural Electric's electric system. In non-emergency situations, Grayson Rural Electric shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Grayson Rural Electric is unable to immediately isolate or cause the Member to isolate only the generating facility, Grayson Rural Electric may isolate the Member's entire facility.

- 10) The Member shall agree that, without the prior written permission from Grayson Rural Electric, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Grayson Rural Electric and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Grayson Rural Electric except where such injury, death or damage was caused or contributed to by the fault or negligence of Grayson Rural Electric or its employees, agents, representatives, or contractors.

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

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Grayson Rural Electric with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by nonrejection, or by approval, or in any other way, Grayson Rural Electric does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Grayson Rural Electric has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Grayson Rural Electric will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Grayson Rural Electric will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

### **EFFECTIVE TERM AND TERMINATION RIGHTS**

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Grayson Rural Electric at least sixty (60) days' written notice; (b) Grayson Rural Electric 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

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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 Grayson Rural Electric, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Grayson Rural Electric 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.

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DATE OF ISSUE April 8, 2009 DATE EFFECTIVE: Service rendered	on and after May 1, 2009
ISSUED BY COUNTIE Presiden	5/1/2009 : & Chief Executive Officer SECTION 9 (1)
Issued by authority of an Order of the Public Service Commission of Case No. <u>2008-00169</u> Dated January 8, 2009	By By Executive Director

For All Counties Served
P.S.C. 4
Original Sheet No. 13

# Grayson Rural Electric

# LEVEL 1

### Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

Submit this Application to:

Cooperative name and address

If you have questions regarding this Application or its status, contact the Cooperative at:

Cooperative Phone #, email

Member Name:	Account Number:	
Member Address:		
Member PhoneNo.:	Member E-Mail Address:	
Project Contact Person:		
Phone No.:	E-mail Address (Optional):	
Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:		
Energy Source: Solar Wind Hydro Biogas Biomass		
Inverter Manufacturer and Model #:		
Inverter Power Rating: Inverter Voltage Rating:		
Power Rating of Energy Source (i.e., solar panels, wind turbine):		
Is Battery Storage Used: No Yes If Yes, Battery Power Rating:		
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Issued by authority of an Order of the Case No. <u>2008-00169</u> Dated Januar	Public Service Commission of	

#### Grayson Rural Electric

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

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

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

Expected Start-up Date: \_\_\_\_\_

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Case No. 2008-00169 Dated January 8, 2009	By Executive Director

For All Counties Served P.S.C. 4 Original Sheet No. 15

#### Grayson Rural Electric

#### **TERMS AND CONDITIONS:**

- 1) Grayson Rural Electric shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Grayson Rural Electric's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Grayson Rural Electric's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Grayson Rural Electric, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Grayson Rural Electric's rules, regulations, and Service Regulations as contained in Grayson Rural Electric's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time to time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Grayson Rural Electric's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Grayson Rural Electric for actual costs incurred for all such excess facilities prior to construction.

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	Executive Director

	For All Counties Served
	P.S.C. 4
Grayson Rural Electric	Original Sheet No. 16

- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Grayson Rural Electric's electric system. At all times when the generating facility is being operated in parallel with Grayson Rural Electric's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Grayson Rural Electric to any of its other members or to any electric system interconnected with Grayson Rural Electric's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Grayson Rural Electric'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 Grayson Rural Electric'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 Grayson Rural Electric shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Grayson Rural Electric.
- 7) After initial installation, Grayson Rural Electric 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, Grayson Rural Electric 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 Grayson Rural Electric's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Grayson Rural Electric'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 PUBLIC SERVICE COMMISSION

DATE OF ISSUE April 8, 2009 DATE EFFECTIVE: Service rende	ed on and after May 1, 2009
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	By the Executive Director

	For All Counties Served
	P.S.C. 4
Grayson Rural Electric	Original Sheet No. 17

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 Grayson Rural Electric personnel at all times. Grayson Rural Electric 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 Grayson Rural Electric's safety and operating protocols.

- 9) Grayson Rural Electric shall have the right and authority at Grayson Rural Electric's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Grayson Rural Electric believes that: (a) continued interconnection and parallel operation of the generating facility with Grayson Rural Electric's electric system may create or contribute to a system emergency on either Grayson Rural Electric's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Grayson Rural Electric's electric system; or (c) the generating facility interferes with the operation of Grayson Rural Electric's electric system. In non-emergency situations, Grayson Rural Electric shall give the Member notice of noncompliance including a description of the specific noncompliance prior to isolating the generating facilities. In emergency situations, when the Grayson Rural Electric is unable to immediately isolate or cause the Member to isolate only the generating facility, Grayson Rural Electric may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Grayson Rural Electric, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

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Case No. 2008-00169 Dated January 8, 2009	By III Deven
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	For All Counties Served
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Grayson Rural Electric	Original Sheet No. 18

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

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

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Grayson Rural Electric with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by nonrejection, or by approval, or in any other way, Grayson Rural Electric does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Grayson Rural Electric has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Grayson Rural Electric will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Grayson Rural Electric will notify the Member in writing and list what must be done to place the facility in compliance.

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Issued by authority of an Order of the Public Service Commission of Case No. <u>2008-00169</u> Dated January 8, 2009	

Grayson Rural Electric

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 Grayson Rural Electric at least sixty (60) days' written notice; (b) Grayson Rural Electric 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 Grayson Rural Electric, so long as the notice specifies the basis for 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.

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Case No. 2008-00169 Dated January 8, 2009	By Executive Director

		For All Counties Served
Grays	on Rural Electric	P.S.C. 4 Original Sheet No. 20
I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Grayson Rural Electric's Net Metering Tariff.		
Member Signature	Date	
Title		
	COOPERATIVE APPROVAL SEC	CTION
	a Cooperative representative, Application fo provisions contained in this Application and	
Cooperative inspectio	n and witness test: Required	Waived
Cooperative inspection and witness test:		
A	D_t	
	Date:	
Printed Name:	Title:	- PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
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	Dated January 8, 2009	Executive Director

For All Counties Served P.S.C. 4 Original Sheet No. 21

Grayson Rural Electric

### LEVEL 2

### Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application (optional: along with an application fee of \$100) to:

Cooperative name and address

If you have questions regarding this Application or its status, contact the Cooperative at:

Cooperative Phone #, email

Member Name:	Account Num	ıber:	
Member Address:			
Project Contact Person:			
Phone No.: E	mail Address (Optional):		
Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:		ers, or engineering firms	
Total Generating Capacity of Generating Fa	acility:		
Type of Generator: Inverter-Based	Synchronous	Induction	
Power Source: Solar Wind	Hydro Bio	ogas Biomass	
Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:			
		PUBLIC SERVICE COMMISSION	
DATE OF ISSUE April 8, 2009 DATE EFF		EFFECTIVE	
ISSUED BY Carl Hill Snall	TITLE Preside	nt & Chief Executive Officer PURSUANT TO 807 KAR 5:011	
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		Executive Director	

- 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:

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Case No. 2008-00169 Dated January 8, 2009	By W Ween
	Executive Director

For All Counties Served P.S.C. 4 Original Sheet No. 23

Grayson Rural Electric

# LEVEL 2 INTERCONNECTION AGREEMENT

 THIS INTERCONNECTION
 AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_

 (Cooperative), and \_\_\_\_\_\_ (Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

### WITNESSETH:

WHEREAS, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location:

Generator Size and Type: \_\_\_\_\_

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

Cooperative agrees to allow the Member to interconnect and operate the Generating Facility in parallel with the Cooperative's electric system and the Member agrees to abide by Cooperative's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

### **TERMS AND CONDITIONS:**

1) Grayson Rural Electric shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.

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Case No. 2008-00169 Dated January 8, 2009	By H Director

	For All Counties Served
	P.S.C. 4
Grayson Rural Electric	Original Sheet No. 24

- 2) The Member shall install, operate, and maintain, at the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Grayson Rural Electric's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Grayson Rural Electric's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Grayson Rural Electric, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Grayson Rural Electric's rules, regulations, and Service Regulations as contained in Grayson Rural Electric's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time to time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, the Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Grayson Rural Electric's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Grayson Rural Electric for actual costs incurred for all such excess facilities prior to construction.
- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Grayson Rural Electric's electric system. At all times when the generating facility is being operated in parallel with Grayson Rural Electric's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Grayson Rural Electric to any

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Grayson Rural Electric

of its other members or to any electric system interconnected with Grayson Rural Electric's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Grayson Rural Electric's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Grayson Rural Electric'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 Grayson Rural Electric shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Grayson Rural Electric.
- 7) After initial installation, Grayson Rural Electric 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, Grayson Rural Electric 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 Grayson Rural Electric's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Grayson Rural Electric'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 Grayson Rural Electric personnel at all times. Grayson Rural Electric may waive the requirement for an EDS for a generating facility at its sole

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	For All Counties Served
	P.S.C. 4
Grayson Rural Electric	Original Sheet No. 26

discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Grayson Rural Electric's safety and operating protocols.

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

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	By Executive Director

Cooperative] except where such injury, death or damage was caused or contributed to by the fault or negligence of the Grayson Rural Electric or its employees, agents, representatives, or contractors.

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

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Grayson Rural Electric with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by nonrejection, or by approval, or in any other way, Grayson Rural Electric does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the Grayson Rural Electric has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Grayson Rural Electric will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Grayson Rural Electric will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

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Issued by authority of an Order of the Public Service Commission of	Ker SECTION 9 (1)
Case No. 2008-00169 Dated January 8, 2009	By Executive Director

	For All Counties Served
	P.S.C. 4
Grayson Rural Electric	Original Sheet No. 28

#### **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 Grayson Rural Electric at least sixty (60) days' written notice; (b) Grayson Rural Electric 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 Grayson Rural Electric, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Grayson Rural Electric may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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

COOPERATIVE NAME	MEMBER	
Ву:	_ By:	
Printed Name	Printed Name	
Title:		
	PUBLIC SERVICE COMMISSION	
DATE OF ISSUE April 8, 2009 DATE EFFEC	CTIVE: Service rendered on and after May 11/2009	
ISSUED BY COLLA HULSANE	TITLE President & 5/1/2009 TITLE President & Chief President & 5:011 SECTION 9 (1)	
Issued by authority of an Order of the Public Service Commission of		
Case No. 2008-00169 Dated January 8, 200		

Grayson Rural Electric

### 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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Case No. 2008-00169 Dated January 8, 2009	By W Maeion
	Kecutive Director

#### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### DSM

#### **Touchstone Energy Home**

#### Purpose

In an effort to improve new residential home energy performance, Grayson RECC has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is ≥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 Grayson RECC.

#### Eligibility

To qualify as a Touchstone Energy Home under Grayson RECC program, the participating singlefamily home must be located in the service territory of Grayson RECC 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 Grayson RECC.
- Home must receive pre-drywall inspection and complete Grayson RECC's pre-drywall checklist (contact the Energy Advisor at Grayson RECC 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<sup>®</sup> specification for Seasonal Energy Efficiency Ratio "SEER" and Heating Season Performance Factor "HSPF" or Geothermal.
- Water Heater must be an electric storage tank water heater that is ≥ current Energy and Water conservation standards established by the Federal Department of Energy "DOE".

		KENTUCKY PUBLIC SERVICE COMMISSION
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TITLE:	President & CEO	EFFECTIVE
BY AUTHORITY OF ORE IN CASE NO.:	DER OF THE PUBLIC SERVICE COMMISSION 060DATED: <u>November 26, 2019</u>	<b>3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION** 

### DSM - (continued)

#### **Touchstone Energy Home**

Performance Path:

- Home must receive a HERS Index score of < 75 (At least 30% more efficient than the KY standard built home).</li>
- Home must receive pre-drywall inspection and complete Grayson RECC's pre-drywall checklist. (contact the Energy Advisor at Grayson RECC 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 and Water conservation standard established by the Federal DOE or Geothermal.
- Home must pass current energy code requirements established in the KY Residential Code.
- Water Heater must be an electric storage tank water heater that is ≥ current Energy and Water conservation standard established by the Federal DOE.

#### Incentive

Grayson RECC 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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TITLE:	President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: <u>2019-00060</u> DATED: <u>November 26, 2019</u>		<b>3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### DSM

#### Direct Load Control Program – Residential

#### Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Grayson RECC 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 Grayson RECC 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 Grayson RECC, 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 Grayson RECC 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. Grayson RECC may require that a rental property agreement be executed between Grayson RECC and the owner of the rented residence.

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#### DSM - Direct Load Control Program - Residential (continued)

#### Program Incentives

Grayson RECC will provide an incentive to the participants in this program for the following appliances:

<u>Water Heaters:</u> Grayson RECC 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.

<u>Air Conditioners and Heat Pumps:</u> Grayson RECC 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.

<u>Alternative One:</u> For each direct load control switch Grayson RECC 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.

<u>Alternative Two:</u> When technically feasible, Grayson RECC may provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes or Grayson RECC may provide a Wi-Fi enabled thermostat and a rebate up to \$100 to offset the member's cost to have the thermostat installed by the member's own heating and air-conditioning contractor. The member must sign-up each Grayson RECC provided thermostat within 60 days or return it to Grayson RECC or be invoiced by Grayson RECC 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. Grayson RECC will reimburse the participating member \$20 per qualifying Wi-Fi enabled thermostat annually.

<u>Alternative Three:</u> Grayson RECC will provide the participating residential member \$20.00 bill credit per qualifying Wi-Fi enable 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. Grayson RECC 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.

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TITLE:	President & CEO	10 66
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		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

DSM - Direct Load Control Program – Residential (continued)

### Program Special Incentives

Grayson RECC 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.

#### Time Periods for Direct Load Control Program

<u>Water Heaters</u>: 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>	Hours Applicable for Demand Billing – EPT
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.

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

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

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

#### **Terms and Conditions**

- Prior to the installation of load control devices, Grayson RECC may inspect the participant's electrical equipment to ensure good repair and working condition, but Grayson RECC shall not be responsible for the repair or maintenance of the electrical equipment.
- 2. EKPC, on behalf of Grayson RECC, 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 Grayson RECC, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Grayson RECC to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Grayson RECC's option, result in discontinuance of credits under this tariff until such time as Grayson RECC is able to gain the required access.

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	For All Counties Served
	P.S.C. No. 5
	2 <sup>nd</sup> Revised Sheet No. 4
	Cancelling P.S.C. No. 5
GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION	1 <sup>st</sup> Revised Sheet No. 4

- 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, Grayson RECC 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.

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TITLE:	President & CEO	-1070
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.: 2019-00060 DATED: November 26,2		019 EFFECTIVE
		<b>3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# DSM

# Direct Load Control Program – Commercial

# **Purpose**

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Grayson RECC 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 Grayson RECC and will include the control of air conditioners and existing water heaters.

Availability may be denied where, in the judgment of Grayson RECC, 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 Grayson RECC 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. Grayson RECC may require that a rental property agreement be executed between Grayson RECC and the owner of the rented commercial property.

# Program Incentives

Grayson RECC will provide an incentive to the participants in this program for the following appliances:

<u>Air Conditioners and Heat Pumps</u>: 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. Grayson RECC 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.

<u>Water Heaters:</u> Grayson RECC 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.

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TITLE:	President & CEO	10 66
BY AUTHORITY OF ORE IN CASE NO.: 2019-00	DER OF THE PUBLIC SERVICE COMMISSION 060 DATED: <u>November 26,</u>	EFFECTIVE 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# DSM – Direct Load Control Program – Commercial (continued)

### Time Period for Direct Load Control Program

<u>Air Conditioners and Heat Pumps</u>: 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, Wi-Fi or similar communication technologies.

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

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

<u>Water Heaters:</u> 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.

Months	Hours Applicable for Demand Billing - EPT
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.

## Terms and Conditions

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

		PUBLIC SERVICE COMMINISSION
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TITLE:	President & CEO	EFFECTIVE
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# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

### DSM ENERGY STAR<sup>®</sup> Manufactured Home Program

### Purpose

Grayson RECC's ENERGY STAR<sup>®</sup> Manufactured Home Program ("ESMH") is designed to ensure that members of Grayson RECC purchase an energy efficient manufactured home. Grayson RECC will accomplish this by providing the purchaser of a manufactured home with an incentive to purchase and install a new ENERGY STAR<sup>®</sup> certified manufactured home.

### **Availability**

This program is available to residential members served by Grayson RECC.

### Eligibility

To be eligible for this ESMH incentive, new manufactured homes must meet the following criteria:

- United States Environmental Protection Agency ("EPA") and Systems Building Research Alliance ("SBRA") guidelines as an ENERGY STAR<sup>®</sup> Manufactured Home.
- Primary source of heat must be a heat pump.
- Home must be all electric.
- Home must be installed by the member on lines served by Grayson RECC.
- Participants in the ENERGY STAR Manufactured Home Program are not eligible for participation in the Heat Pump Retrofit Program.

## Payments

After new home installation and after receiving certification as an ENERGY STAR<sup>®</sup> manufactured home, Grayson RECC will tender a \$1,150 incentive payment to their member. The incentive is intended to help cover the cost of upgrading the home from the standard United States Department of Housing and Urban Development (HUD) construction requirements to the SBRA and EPA ENERGY STAR<sup>®</sup> manufactured home construction requirements.

## Term

This program is an ongoing program.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	January 20, 2020	Kent A. Chandler Executive Director
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TITLE:	President & CEO	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.:DATED: November 26, 3		EFFECTIVE 2019 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Counties Served P.S.C. No. 34 First Revised Sheet No. 28 Canceling PSC No. 34 Original Sheet No. 28

GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

Section DSM 5

Commercial & Industrial Advanced Lighting Program

DATE OF ISSUE:	January 30, 2019	
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TITLE:	President & CEO	Q. 4
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For All Counties Served P.S.C. No. 34 Original Sheet No. 28.1

GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

Section DSM 5 (cont.)

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For All Counties Served P.S.C. No. 34 Original Sheet No. 28.2

# GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

Section DSM 5 (cont.)

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For All Counties Served P.S.C. No. 34 Original Sheet No. 28.3

GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

Section DSM 5 (cont.)

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# Section DSM - 06

# **Electric Thermal Storage Incentive Program**

## **Purpose**

The Electric Thermal Storage ("ETS") Incentive program provides retail members with a cost-efficient means of using electricity for space heating. A discounted rate for ETS energy encourages retail members to use electricity for heating during off-peak hours. This improves the utility's load factor, reduces energy costs for the retail member, and delays the need for new peak load capacity expenses.

# **Availability**

This program is available to residential members in all service territory served by Grayson Rural Electric Cooperative Corporation.

# **Eligibility**

The ETS heater must replace one of the following primary sources of heat: 1) heat pump that is at least 10 years old; 2) baseboard heat; 3) ceiling cable heat; 4) electric furnace; 5) wood burning heat source; or 6) propane. Also eligible are ETS heaters that are being installed to heat a room addition to an existing home (e.g. finished basement.)

# **Incentive**

Grayson Rural Electric Cooperative Corporation will pay a \$250 incentive to the retail customer that meets the eligibility requirements.

# <u>Term</u>

The program is an ongoing program.

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GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

Section DSM 7

**HVAC Duct Sealing Program** 

DATE OF ISSUE:	January 30, 2019	
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# 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 Grayson RECC.

# 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.

## Incentives

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

Equipment Type	Rebate
Centrally Ducted Systems: Current Energy Conservation Standard e by the Federal Department of Energy "D	
Current ENERGY STAR® level equipme	nt or greater \$750
Mini Split Systems: Ducted or Ductless Mini-Splits ENERGY level equipment or greater	STAR <sup>®</sup> \$250
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The program is an ongoing program.	Kent A. Chandler Executive Director
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# DSM

# Button-Up Weatherization Program

## Purpose

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

# Availability

This program is available in all service territories served by Grayson RECC.

## 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 Grayson RECC 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 8<sup>th</sup> 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.

## Incentives

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.

## <u>Term</u>

The program is an ongoing program.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	January 20, 2020	Kent A. Chandler
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Grayson Rural Electric Cooperative Corporation

For All Counties Served PSC KY NO. 34 ORIGINAL SHEET NO. 29.J

# RATES SCHEDULE CS --- COMMUNITY SOLAR POWER GENERATION

# APPLICABLE

In all territory served by Grayson Rural Electric Cooperative Corporation ("Grayson RECC").

### AVAILABILITY OF SERVICE

Community Solar Power is available to Grayson RECC'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 Grayson RECC 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 Grayson RECC, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Grayson RECC 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

EKPC shall provide metering services, without any cost to the Grayson RECC 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

DATE OF ISSUE: January	31, 2017 MONTH / DAFE / YEAR
DATE EFFECTIVE: Marc.	
ISSUED BY:	MONTH DATE / YEAR
l'ITLE: President & CE	io U
BY AUTHORITY OF ORDEI	R OF THE PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED

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

(N)

For All Counties Served PSC KY NO. 34 ORIGINAL SHEET NO. 29.2

generation facility, the total net energy output of the solar generation facility shall be multiplied (N) by the Customer's proportional licensed interest in the solar generation facility.

## PANEL PRODUCTION CREDITS

Participating Customers will be credited monthly by Grayson RECC 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 Grayson RECC. 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.

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.

At no time shall Grayson RECC 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.

	MONTH / DATE / YEAR
DATE EFFECTIVE: March 2.2	MONTH DATE Your
ISSUED BY: COLA	SIGNATURE OF OFFICER
TITLE: President & CEO	0

DATED

IN CASE NO.

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

Grayson Rural Electric Cooperative Corporation

For All Counties Served PSC KY NO. 34 ORIGINAL SHEET NO - 29.3

### EUEL 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 Grayson RECC's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Grayson RECC's service territory or his or her membership in Grayson RECC is terminated for any reason, the Customer may transfer the license and credits to another Customer within Grayson RECC'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 Grayson RECC may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Grayson RECC at the time of termination of membership or 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 Grayson RECC of any changes in the service location for which the credits are to be associated.

## COMMUNITY SOLAR FARM S OLAR PANEL LICENSE AGREEMENT

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 Grayson RECC the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days.

DATE OF ISSUE : tanuary 31: 34:17. MONTH / DATE - YEAR	
DATE EFFECTIVE: Martin 2.2017	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY :	Talina R. Mathews EXECUTIVE DIRECTOR
TITI E: President & CEO	Jalina R. Mathema
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	
IN CASE NODATED	EFFECTIVE
	<b>3/2/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(N)

# COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Grayson Rural Electric Cooperative Corporation, with its principal place of business at 109 Bagby Park, Grayson, Kentucky 41143 ("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:	

(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 repared a collar Panel with any make, model, brand or type of solar panel as EKPC nay repared collar panel with any make, model, brand or type of solar panel as EKPC nay repared collar panel as for an extension on notice to Cooperative of such change. In the event a Solar Panel information, including the new Serial Number, make, model and specifications of the Panel will be provided to Cooperative by EKPC. Cooperative Jalina R. Mathuus is new information to Customer.

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 Review Solar Energy Credit ("SREC"); minus B) an Operations and Maintenance Debit. Each of these components shall be based upon the panel production and Calina R. Mathews to the Customer's licensed solar panels.

**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

 $\Box$  sell or  $\Box$  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 anontized over the remaining term of the License Agreement.
- 5.6 The Panel Production Credit will be set forth each month as a Execution Mathews bill, beginning with the bill covering the next full billing cycle Jalina R. Mathewartter of: 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 Cooperative be **Eequined** to convert

**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<sup>n</sup>, 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 Agreeme**KENTOLOGEN** ative will have no further obligations to Customer with regard to the Company Solar Massion the Solar Panel(s) or the Panel Production Credits.
- 7. Additional Acknowledgements. The Parties further acknowledge Jalina R. Mathema

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 RESARDED AND THE OPERATION, PRODUCTION, CONFIGURATION, LIFELY CERVICE ANY ON THE ASPECT OF THE LICENSED SOLAR PANEL(S), Taking REMAINS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A DATIOULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND A DATIOULAR 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 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 or a contract of the state of the state

EFFECTIVE **3/2/2017** PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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- 9. Notice. All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested: (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Party in writing of the change of address for notices to be sent.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 11. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

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

Grayson Rural Electric Cooperative Corporation

CUSTOMER NAME (please print)

GRAYSON RECC REPRESENTATIVE NAME AND TITLE (please print)

CUSTOMER SIGNATURE

SIGNATURE

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

# GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

**Appliance Recycling Program** 

DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on and after March 1, 20	
ISSUED BY:	Court All Sull	KENTUCKY PUBLIC SERVICE COMMISSION
		Gwen R. Pinson
TITLE:	President & CEO	Executive Director
BY AUTHORITY OF OF	RDER OF THE PUBLIC SERVICE COMMIS	
IN CASE NO .: _ 2019-0	00060 DATED: Februa	EFFECTIVE
		3/1/2019
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GRAYSON RURAL	L ELECTRIC CO	<b>OPERATIVE CORP</b>
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DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on and after March 1, 20	
ISSUED BY:	Can I tall Sint	KENTUCKY           PUBLIC SERVICE COMMISSION
TITLE:	President & CEO	Gwen R. Pinson Executive Director
		SION Shwen R. Pumper
BY AUTHORITY OF OF IN CASE NO.: 2019-0	RDER OF THE PUBLIC SERVICE COMMIS 00060 DATED: Februa	V 27 2009
	<u></u>	EFFECTIVE
		<b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

**ENERGY STAR Appliances Program** 

DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on and after March 1, 20	
ISSUED BY:	Court Hall & Il	KENTUCKY PUBLIC SERVICE COMMISSION
TITLE:	President & CEO	Gwen R. Pinson Executive Director
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS		
IN CASE NO.: _ 2019-0	00060DATED: Februar	EFFECTIVE
		<b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on and after March 1, 20	19
ISSUED BY:	Carl Hel Snilf	KENTUCKY PUBLIC SERVICE COMMISSION
TITLE:	President & CEO	Gwen R. Pinson Executive Director
BY AUTHORITY OF OF IN CASE NO.: 2019-0	RDER OF THE PUBLIC SERVICE COMMIS 00060 DATED: Februar	
		EFFECTIVE
		3/1/2019
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GRAYSON RURAL	ELECTRIC CO	OPERATIVE	CORP
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DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on and after March 1, 20	
ISSUED BY:	Course Hill Sinh	KENTUCKY PUBLIC SERVICE COMMISSION
TITLE:	President & CEO	Gwen R. Pinson Executive Director
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS		
IN CASE NO.: 2019-	00060 DATED: Februa	y 27, 2019 EFFECTIVE
		<b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

GRAYSON RURAL ELECTRIC COOPERATIVE CORP.

DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on and after March 1, 20	
ISSUED BY:	Courtfull Traff	KENTUCKY PUBLIC SERVICE COMMISSION
		Gwen R. Pinson Executive Director
TITLE:	President & CEO	¥
	RDER OF THE PUBLIC SERVICE COMMIS	
IN CASE NO.: 2019-0	00060 DATED: Februar	Y 27, 2019 EFFECTIVE
		3/1/2019
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Grayson Rural Electric Cooperative Corporation

# Section DSM--12

# Community Assistance Resources for Energy Savings Program

# Purpose

Grayson Rural Electric Cooperative Corporation'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. On behalf of the end-use member, Grayson Rural Electric Cooperative Corporation will pass along an East Kentucky Power Cooperative, Inc. ("EKPC)-provided incentive to the CAA. Grayson Rural Electric Cooperative Corporation's program has two primary objectives. First, the EKPC-provided incentive, passed along by Grayson Rural Electric Cooperative Corporation to the CAA, will enable the CAA to accomplish additional energy efficiency improvements in each home. Second, this incentive will assist the CAA in weatherizing more homes.

# 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 Grayson Rural Electric Cooperative Corporation.

# Eligibility

# HOMEOWNER QUALIFICATIONS

- A participant must be an end-use member of Grayson Rural Electric Cooperative Corporation.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of the U.S. Department of Energy's ("DOE") Weatherization Assistance Program administered by the local CAA. Household income cannot exceed the designated poverty guidelines administered by the CAA.
- 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.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE	May 25, 2016	Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR
	Month / Date / Year Service rendered on and after July 1, 2016 Month / Date / Year	
ISSUED BY	(Signature of Officer)	EFFECTIVE
TITLE	President and Chief Executive Officer	7/1/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTLICKY

# Grayson Rural Electric Cooperative Corporation

# Section DSM - 12 (con't.)

### Payments

## HEAT PUMP ELIGIBLE HOMES

Grayson Rural Electric Cooperative Corporation will pass along an EKPC-provided incentive to the CAA at the rates detailed below. The maximum incentive possible per household is \$2,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

HEAT PUMP:

Upgrading from a low-efficiency electric heat source to a heat pump will be reimbursed at a rate of 100% of the total incremental cost (material + labor) up to a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.

WEATHERIZATION IMPROVEMENTS:

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAAs' cost (material + labor), up to a maximum of \$1,000:

- o Insulation
- o Air sealing
- o 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 must to the program guidelines. Quality assurance sampling will be conducted by Grayson Rural Electric Cooperative Corporation at a 10%.

PUBLIC SERVICE COMMISSION
Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR
TARIFF BRANCH
A , 1/ 10
Bunt Kirlley EFFECTIVE
7/1/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Grayson Rural Electric Cooperative Corporation

# Section DSM - 12 (con't.)

## HEAT PUMP INELIGIBLE HOMES

Grayson Rural Electric Cooperative Corporation will pass along an EKPC-provided incentive to the CAA at the rates detailed below. The maximum incentive possible per household is \$750, which can be reached by using any combination of the following improvements not to exceed the maximum:

# WEATHERIZATION IMPROVEMENTS:

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAAs' cost (material + labor) up to a maximum of \$750:

- o Insulation
- Air sealing
- o Duct sealing, insulating, and repair
- o Water heater blanket

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

## Term

The program is an ongoing program.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE	May 25, 2016	Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR
DATE OF ISSUE	May 25, 2016 Month / Date / Year	TARIFF BRANCH
DATE EFFECTIVE	Service rendered on and after July 1, 2016	0.110
ISSUED BY	(Month / Date / Year (M/ Dele Mule	Bunt Kirtley
	(Signature of Officer)	EFFECTIVE
TITLE	President and Chief Executive Officer	7/1/2016

P.S.C. NO. 3

CANCELS P.S.C. NO. 2

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

OF

109 BAGBY PARK, GRAYSON, KY. 41143

Rules and Regulations for Furnishing

ELECTRICAL SERVICE

Pages 17 - 64

AT

Carter, Elliott, Greenup, Lawrence, Lewis, and Rowan Counties, KY

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

Filed with PUBLIC SERVICE COMMISSION

OCT 28 1992

ISSUED JULY 24, 1992 EFFECTIVE AUGUST 23

ISSUED BY <u>GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION</u> (Name of Utility)

Wayne D. Carmony Manager BY

#### RULES AND REGULATIONS

#### 1. NO PREJUDICE OF RIGHTS

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

#### 2. SCOPE

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

#### 3. DEFINITION OF CUSTOMER

"Customer" means any person, firm, corporation, or body politic applying for or receiving service from the Cooperative.

#### 4. REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval of the Grayson Rural Electric Cooperative Corporation's Board of Directors and the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations. The customers shall be informed of any tariff changes as soon as possible, after adoption by the Board of Directors, through the Cooperative's monthly newsletter or direct mailing. A copy of the Tariffs and Rules and Regulations shall be kept open for inspection at the Cooperative headquarters.

#### 5. SERVICE AREA

OF KENTUCKY The Cooperative furnishes power in all or in portions of Feriver, Elliott, Greenup, Lawrence, Lewis, and Rowan Counties.

OCT 28 1992

PUBLIC SERVICE COMMISSION

DATE OF ISSUE JULY 24, 1992	EFF <b>FORSVANDATE SUIGKAR 20</b> 111992
ISSUED BY Wayne D. Carmony,	SECTION 9 (1) 109 BASBY PK. / GRAYSON KY BY:
Manager \	FUT D'Ess.

## GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

RULES AND REGULATIONS

#### 6. AVAILABILITY

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

## 7. ACCESS TO PROPERTY

Each customer shall, prior to receiving service, provide any applicable right-of-way easements and/or permits or easements, for the customer's property, required by the Cooperative.

The utility shall, at all reasonable hours, have access to meters, service connections, and other property owned by it and located on customer's premises for purposes of installation, maintenance, meter reading, operation, replacement, or removal of its property at the time service is to be terminated.

#### 8. RESALE OF POWER BY MEMBERS

All purchased electric service used on the premises of the customer shall be supplied exclusively by the Cooperative, and the customer shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service, or any part thereof, except by written contract approved by the Board of Directors of this Cooperative.

#### 9. CUSTOMER'S LIABILITY AND RESPONSIBILITY

The customer shall assume full responsibility for service upon his/her premises at and from the point of delivery thereof, and for wires, apparatus, devices, and appurtenances hereon used in connection with service. The customer shall indemnify, save harmless and defend the Cooperative against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner, directly or indirectly arising from, connected with, or growing out of the transmission or use of current by the customer at or on the customer's side of point of delivery.

The customer shall protect the system and/or equipment and the serve commission his/her premises and shall not interfere with or alter or permit interfere with or alteration of the Cooperative's property or meters except by dufficing horized representatives of the Cooperative. Further, except by written permission of the

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FOR: ENTIRE AREA SERVED
PSC NO.: 3
ORIGINAL SHEET NO. 19
CANCELLING PSC NO. 2
SHEET NO. 19

#### RULES AND REGULATIONS

Cooperative, the customer shall not locate or permit to be located residences, mobile homes, or other structures or materials within fifteen (15) feet of the centerline of the Cooperative's pole line that will effectively decrease line clearances, nor shall the customer locate swimming pools within fifteen (15) feet of the centerline or remove support materials around poles and anchors.

For any loss or damage to the property of the Cooperative, or loss of use of the property by the Cooperative, due to or caused by or arising from violation(s) of these Rules and Regulations, carelessness, neglect, vandalism, or misuses by the customer or other unauthorized persons, all costs of the necessary replacement, relocation, and/or repairs shall be paid for by the customer.

Unless otherwise agreed in writing, all meters, service connections, and other equipment and system components furnished by the Cooperative shall be, and remain the property of the Cooperative.

#### 10. TAMPERING

If the meter or other property belonging to the Cooperative is tampered or interfered with, the customer being supplied through such equipment shall pay the amount which the Cooperative may estimate is due for service rendered but not registered on the Cooperative's meter and for such testing, replacements, and repairs as are necessary, as well as for costs of inspections, investigation, and protective installations.

#### 11. NOTICE OF TROUBLE

The customer is encouraged to give prompt notice to the Cooperative of any interruptions, irregularities, or unsatisfactory service and of any defects known to the customer.

The Cooperative may, as it deems necessary, suspend the supply of electrical energy to any customer or customers for the purpose of making repairs, changes, or improvements upon any part of its system.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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DATE OF ISSUE JULY 24, 1992 ISSUED BY Wayne D. Carmony, Manager, EFFECTIVESUANE KO803 KAB 5:9152 SECTION 9 (1) 109 BAGBY BK ... FRAYSON KY

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### RULES AND REGULATIONS

#### 12. CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electrical power and energy, but if such a supply should fail or be interrupted or become defective through an act of God, or the public enemy, or by accident, strikes, or labor troubles, or by action of the elements, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

#### 13. STANDARD SERVICE

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

For the purpose of this section, standard voltage is defined as follows:

- 1. Residential Service Single phase 120/240 volts.
- 2. Commercial & Industrial Service -
  - (a.) Single phase 120/240 and 240/480 volts.
  - (b.) Three phase 120/240, 120/208Y, 277/480Y, and 240/480 volts.
- 3. Primary Metered Service -
  - (a.) Single phase 7200 volts.
  - (b.) Three phase 7200/12470Y volts.

#### 14. CONFLICT

In case of conflict between any provisions of any Tariff and the Rules and Regulations, the Tariff shall apply.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 28 1992

# PURSUANT TO 807 KAR 5:011,

SECTION 9 (1) EFFECTIVE DATE AUGUST 28, 1992 REVISED PACE OFFEREN 15, 1992 109 BAGBY PK., GRAYSON KY

DATE OF ISS	SUE JULY 24	, 1992
ISSUED BY	Wayne	D. Carmony
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#### RULES AND REGULATIONS

#### 15. SYSTEM INSPECTION PROCEDURES

The following procedures have been adopted by Grayson Rural Electric Cooperative Corporation to assure safe and adequate operation of its facilities and to comply with 807 KAR 5:006, Section 25, Inspection of System:

A. SERVICE INSPECTION:

The Cooperative shall inspect the condition of the meter and service connections before making service connections to a new customer, so that prior or fraudulent use of the facilities will not be attributed to the new customer. The new customer shall be afforded the opportunity to be present at such inspections. The Cooperative shall not be required to render service to any customer until any defects in the customer-owned portion of the service facilities have been corrected. Grayson Rural Electric Cooperative Corporation shall not initiate new electric service until the required certificate of approval has been issued by a certified electrical inspector.

**B. LINE INSPECTION:** 

At intervals not to exceed two (2) years, electric lines operating at voltages of less than sixty-nine (69) KV are inspected for damages, defects, deteriorations, and compliance with applicable codes.

C. UTILITY BUILDINGS:

At intervals not to exceed one (1) year, all Cooperative buildings shall be inspected to ascertain compliance with all applicable safety codes.

D. CONSTRUCTION EQUIPMENT:

At intervals not to exceed three (3) months, all construction equipment shall be inspected for defects, weap BLANGERNEE COMMOSION hazards. OF %ENTUCKY EFFECTIVE

OCT 28 1992

DATE OF ISSUE JULY 24, 1992 ISSUED BY Uhyne D. Carnony, 109 BACBY PK. STAYSON KY Manager

E. HAZARDOUS CONDITION REPORT:

Upon receipt of a report of a potentially hazardous condition made by a qualified employee, public official, or customer, the utility shall inspect all portions of the system which are the subject of the report.

F. RECORDKEEPING:

Appropriate records shall be kept by the Cooperative to identify the inspection made, deficiencies found, and action taken to correct the deficiencies.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE AUGUSTON 39 (1992
ISSUED BY Wayne D. Carmony	
Manager ()	

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

RULES AND REGULATIONS		
16. <u>APPLICATION FOR ELECTRIC SERVICE</u> Each prospective customer and/or spouse desiring electric sign the Cooperative's form "Application for Membership and Electric supplied by the Cooperative. Also, where applicable, the prospec contract pertaining to their particular service. The prospective of Cooperative with applicable permits and fully executed right-of-way property only. At the time of application for service, the customer must security number, phone number, permanent address, place of employer	c Service" before service is tive customer must sign a sustomer must provide the easements, for customer's st also furnish his/her social	
17. <u>MEMBERSHIP FEE</u> Each prospective customer shall pay a membership fee of S of service is supplied. When the customer requests to go off-service, applied against the final bill with the credit balance, if any, being refund	the membership fee will be	
18. <u>TEMPORARY SERVICE</u> Customers requesting temporary service, as defined elsewhere, may be required to pay all costs of construction, removing, connecting, and disconnecting service. Certain facilities that are temporary in nature will be provided to customers making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit amount to be determined by the Cooperative. Upon termination of such service, if payment was made based on estimated usage, it will be adjusted to actual usage, and either a refund or additional billing will be issued to such temporary customer. Any temporary service will be provided under the Temporary Service Rate Tariff, Schedule 19. Temporary service required for a period in excess of eighteen (18) months shall require approval of the Cooperative.		
	KENTUCKY	
	PUBLIC SERVICE COMM JEFF R. DEROUEN EXECUTIVE DIRECTO	N
DATE OF ISSUE: December 13, 2010	EFFECTIVE DATE: N	ovember 30, 2010
ISSUED BY: <u>Caraf Bill Since</u> Pre Issued by authority of P.S.C. in Case No. 2010-00230 dated Novem	<b>11/30/2010</b> sident⁰&®Æ፤©,ଃ⊄09Ɓagby⊧∳ per 30, 2010	ຈ <b>ສາ</b> k ອ Grayson, KY

#### **19. INTERRUPTION OF SERVICE**

The Cooperative shall use reasonable diligence to provide a regular and uninterrupted supply of current, but in case the supply of current should be interrupted or disturbed for any cause, the Cooperative shall not be liable for damage resulting therefrom.

### 20. SERVICES PERFORMED FOR CUSTOMERS

The Cooperative's personnel shall not, while on duty, make repairs or perform service to the customer's equipment or property, except in cases of emergency or to protect the public or customer's person or property. When such emergency services are performed, the customer shall be charged for such service(s) based on the time and material used, to include appropriate overhead and equipment charges.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > OCT 28 1992

DATE OF ISSUE JULY 24, 1992 ISSUED BY Wayne D. Comony, 109 BACBY PK., GRAYSON KY Manager

# 21. DISCONTINUANCE AND REFUSAL OF SERVICE

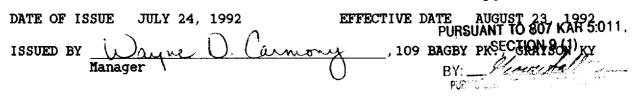
Any customer desiring service terminated or changed from one address to another shall give the utility three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions.

Upon request that service be reconnected, subsequent to the initial installation or connection to its service lines, the Cooperative may charge the customer an amount not to exceed the actual average cost as approved by the Public Service Commission.

The Cooperative may refuse or terminate service to a customer under the following conditions:

- A. For noncompliance with its rules and regulations--however, the Cooperative shall not discontinue or refuse service to any customer for violation of its rules and regulations without first having made a reasonable effort to induce the customer to comply with the rules and regulations as filed with the Public Service Commission. After such effort on the part of the Cooperative, service may be disconnected or refused only after the customer has been given at least ten (10) days written notice of such intention, mailed to his/her last known address, or delivered to an adult member of his/her household.
- B. When a dangerous condition is found to exist on the customer's premises, the service shall be refused or terminated without advance notice, provided that the Cooperative notify the customer immediately of the reasons for the termination or refusal and the corrective action to be taken by the customer before service can be restored or provided.
- C. When a customer refuses or neglects to provide reasonable access to the premises for the purpose of installation, operation, meter reading, maintenance, or removal of the Cooperative's property, the Cooperative may terminate or refuse service only after the customer has been given at least ten (10) days written notice of such intention.
- D. The Cooperative shall not furnish service to PUBLIC SEBVICE COMMISSION such customer is indebted to the Cooperative OF SENTLICK vice furnished or other tariff charges until that customer has paid

<u>OCT 28 1992</u>



FOR: ENTIRE AREA SERVED PSC NO.: ORIGINAL SHEET NO. 26 CANCELLING PSC NO. 2 SHEET NO. 26

#### RULES AND REGULATIONS

such indebtedness. The Cooperative further reserves the right to refuse service to any customer requesting service if said customer is indebted to the Cooperative for any reason. If an application is received by a person residing with a delinquent customer at the premises where power was supplied to the delinguent customer, the application will be denied on the grounds that the customer is applying as the agent of the delinguent customer.

- E. The Cooperative may refuse or terminate service to a customer if the customer does not comply with Federal, State, or local laws and regulations or other codes or rules and regulations applying to such service. Service can be terminated only after ten (10) days' written notice pursuant to 807 KAR 5:006, Section 14(I)(e).
- F. The Cooperative may terminate service for nonpayment of charges incurred for utility service. However, the Cooperative shall not terminate service to any customer for nonpayment of bills for any tariff charge without first having made a reasonable effort to induce the customer to pay same. The customer shall be given at least ten (10) days written notice of intent to terminate service, but the cut-off shall not be effective for twenty-seven (27) days after the mailing date of the original termination notice shall be exclusive of and bill. Such separate from the original bill.

If, following receipt of a termination notice of nonpayment but prior to the actual termination of service, there is delivered to the utility office payment of the amount in arrears, service shall not be terminated.

If a payment agreement is in effect, service shall not be terminated for nonpayment if the customer and the Cooperative have entered into a partial payment plan and the customer is meeting the requirements of the plan.

If a medical certificate is presented, the Cooperative shall not terminate a customer's service for thirty (30) days beyond the termination date provided a physician, registe PUBLIC SERVICE COMMISSION public health officer certifies in writing that to The second of service will aggravate a debilitating illness or infigure on the affected premises. The Cooperative may refuse to grant consecutive extensions for medical certificates past the or information

EFFECTIVE DATE

JULY 24, 1992 DATE OF ISSUE Manager (Manager (Man ISSUED BY

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FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 27 CANCELLING PSC NO. 2 SHEET NO. 27

# RULES AND REGULATIONS

thirty (30) days unless the certificate is accompanied by an agreed partial payment plan.

The Cooperative shall not terminate service for thirty (30) days beyond the termination date if the Kentucky Cabinet for Human Resources (or its designee) certifies in writing that the customer is eligible for the Cabinet's Energy Assistance program or household income is at or below 130 percent of the poverty level, and the customer presents such certificate to the utility. Customers eligible for such certification from the Cabinet for Human Resources shall have been issued a termination notice between November 1 and March 31. Certificates shall be presented to the utility during the initial ten (10) day termination notice period. As a condition of the thirty (30) day extension, the customer shall exhibit good faith in paying his indebtedness by making a current payment in accordance with his ability to do so. In addition, the customer shall agree to a repayment plan which will permit the customer to become current in the payment of his/her bill as soon as possible, but not later than October 15.

G. The Cooperative may terminate service to a customer without advance notice if it has evidence that the customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer stating the reason(s) for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission.

This right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The utility shall not be required to restore service until the customer has complied with all Tariff requirements and the Rules and Regulations of the Cooperative and laws and regulations of the Public Service Commission.

The written notice for any discontinuance of service shall advise the customer of his/her rights and hisp()per service COMMISSION dispute the reason(s) for such discontinuance. OF KENTUCKY EFFECTIVE

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Manager	BY: _ lingestall-	
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# 22. DEPOSITS

The Cooperative shall issue to every customer from whom a deposit is collected a receipt of deposit.

The Cooperative may require a minimum cash deposit or other guaranty to secure payment of bills except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Interest accrued as prescribed under 807 KAR 5:006, Section 7 (6), Interest on Deposits, will be paid annually either by refund or credit to the customer's bill, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit.

The deposit may be waived upon a customer's verification of satisfactory credit or payment history, and required deposits will be returned after one (1) year, at the customer's request, if the customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The Cooperative may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

If a deposit is held longer than 12 months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a nonresidential customer, the Cooperative may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

Customers' deposits may be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit may be based on the average bills of similar customers and premises in the system.

The Cooperative may, from time to time, establish an equal deposit amount for each class based on the average bill of customers in that class. PUBLIC SERVICE COMMISSION

The deposit amount shall not exceed 2/12 of the customeror sentuexy or estimated annual bill where bills are rendered monthly. EFFECTIVE

DATE OF ISSUE JULY 24, 1992 DATE OF ISSUE JULY 24, 1992 ISSUED BY Wayne D. Carnory, 109 BAGBY PK., SPECTION \$(1) Manager BY: \_\_\_\_\_\_\_\_ GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

RULES AND REGULATIONS	
23. <u>METER BASES</u> Each customer shall provide his/her own meter base.	
24. <u>METER READING</u> Each customer receiving service will read his/her meter on the first (1 <sup>st</sup> ) day of each month and have the reading in the Cooperative office no later than the fifteenth (15 <sup>th</sup> ) of that month. In the event the member fails to read the meter as outlined or fails to notify the Cooperative office for three successive months, the Cooperative's serviceman will read the meter and the customer will be billed \$30.00 for this service.	(1)
25. <u>SEPARATE METER FOR EACH SERVICE</u> The Cooperative will normally furnish a single meter at the point of connection to the customer's premises. Any customer desiring service at two or more separately metered points of connection to the system shall be billed separately at each point and the registration of such meters shall not be added for billing purposes.	
26. <u>LOCATION OF METERS</u> Meter locations shall require approval of the Cooperative and shall, at all times, be kept easily accessible for reading, testing, removing, and making necessary adjustments and repairs.	
27. <u>PRIMARY METERING</u> In those instances when primary metering is utilized, the customer will own, operate, and maintain all facilities past the metering point.	
PUBLIC SERVICE OF KENTI EFFECT 6/3/200	ICKY IVE
DATE OF ISSUE: June 15, 2009 ISSUED BY: UNI////////////////////////////////////	TE: <u>June 3, 2009</u> ark, Grayson, KY
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GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

# RULES AND REGULATIONS

# 28. POINT OF DELIVERY

The point of delivery is the point as designated by the Cooperative on the customer's premises where current is to be delivered to the building or premises; namely, the point of attachment or connection to customer owned facilities. A member requesting a delivery point different from the one designated by the Cooperative will be required to pay the additional cost of providing the service at such delivery point. All wiring and equipment beyond this point of delivery shall be supplied, owned, and maintained by the customer.

# 29. VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMER

Electric service must not be used in such manner as to cause unusual fluctuations or disturbances to the Cooperative's distribution system. The Cooperative may require the customer, at his/her own expense, to install suitable apparatus which will limit such fluctuation in accordance with the requirements as set forth in 807 KAR 5:041, Section 6.

# 30. METER TESTING - CUSTOMER REQUESTED

The Cooperative will, at its own expense, make periodic tests and inspections of all meters to maintain a high standard of accuracy and to conform with the regulations of the Public Service Commission. The Cooperative will make additional tests of the meter at the request of the customer provided such request is not made more frequently than once each twelve (12) months. The customer has a right to be present when the meter is tested and will be notified in advance as to the date and approximate time the testing will take place in order for them to make arrangements to be present. If the meter is found to be more than 2% fast or slow, an adjustment will be made to the customer's bill in accordance with 807 KAR 5:006, Section 10. if such test shows that the meter was not more than 2% fast or slow, a meter test fee of \$40.00 may be assessed the customer requests more that one (1) meter test in a twelve (12) month period, the \$40.00 fee shall be deposited in advance for each subsequent test. The deposit shall be refunded if the meter is found to be more than 2% fast or slow.

	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 6/3/2009
DATE OF ISSUE: <u>June 15, 2009</u> ISSUED BY: UM HULTM	PURSUANT TO Service on and after SECTION TE: June 3, 2009 President & Y President &

FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 31 CANCELLING PSC NO. 2 SHEET NO. 31

PUBLIC SERVICE COMMISSION

#### RULES AND REGULATIONS

#### 31. FAILURE OF METER TO REGISTER

If test results on a customer's meter show an average error greater than two percent (2%) fast or slow, or if a customer has been incorrectly billed for any other reason, except in an instance where the Cooperative has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by the customer, the Cooperative shall immediately determine the period during which the error has existed, and shall recompute and adjust the customer's bill to either provide a refund to the customer or collect an additional amount of revenue from the underbilled customer. The Cooperative shall re-adjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If the customer and the Cooperative are unable to agree on an estimate of the time period during which the error existed, the Public Service Commission shall determine the issue. In all instances of customer overbilling, the customer's account shall be credited or the overbilled amount refunded at the discretion of the customer within thirty (30) days after the final meter test results. The Cooperative shall not require customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

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DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE	AUGUST 23,8 1992
ISSUED BY Wayne D. Carn Manager	0	BY:

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

RULES AND REGULATIONS	RATE PER UNIT
<ul> <li>32. BILLING</li> <li>Bills will be sent each month, by U.S. or electronic mail. All bills shall be paid each month on or before the due date.</li> <li>Bills may be paid at the office of the Cooperative, by mail, or any other available means. Failure to receive a bill does not release the customer from his/her payment obligation. All bills paid on or before the due date shown on the bill shall be payable at the net rate.</li> <li>All bills paid after the payment due date shown on the bill shall be at the gross rate (the gross rate being 10% higher). All remittances by mail for the net amount due shall be postmarked on or before the due date shown, the Cooperative shall issue a separate ten (10) day written notice of intent to terminate. The Cooperative shall not terminate service before twenty-seven (27) days after the mailing date of the original unpaid bill, in accordance with 807 KAR 5:006, Section 14(f) (1).</li> </ul>	(T) (T)
33. SECURITY LIGHTS	
The Cooperative shall furnish, install, own, operate, and maintain the outdoor lighting equipment (including lamp, luminaire, bracket attachment, and control device) on an existing pole of the Cooperative, electrically connected so that the power for operation of the light does not pass through the meter for the customer's other usage, and at a location mutually agreeable to both the Cooperative and the customer. The Cooperative shall perform maintenance on the lighting equipment at no additional cost to the customer within seventy-two (72) hours after the customer notifies the Cooperative of the need for maintenance of the lighting equipment. The lighting equipment shall remain the property of the Cooperative. The customer shall protect the lighting equipment from deliberate damage. The customer shall allow authorized representatives of the Cooperative to enter upon the customer's premises for maintenance and to remove the Cooperative's facilities upon termination of service under this schedule.	
DATE OF ISSUE: August 22, 2017 PUBLIC SERVICE	COMMISSION
Month / Date / Year     John L       DATE EFFECTIVE:     October 1, 2017       Month / Date / Year     Month / Date / Year       ISSUED BY:     Issued and Chief Executive Officer       TITLE:     President and Chief Executive Officer	TIVE 2017
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.:DATED:	

FOR: ENTIRE AREA SERVED
<b>PSC NO.:</b> 3
ORIGINAL SHEET NO. 33
CANCELLING PSC NO. 2
SHEET NO. 33

Upon application for a security light, the customer shall pay a deposit equal to approximately one (1) year's service in order to secure the agreement for one (1) year's service. Upon completion of one (1)year's service, the deposit, plus interest applicable by law, shall be credited to the customer's account. If service is terminated before a year has elapsed, the deposit less any payment made for the security light, shall be forfeited to the Cooperative. This provision applies to applications for new construction of security lights only. The Cooperative reserves the right to discontinue service to and remove the lighting, in the event of repeated instances of vandalism, at no expense to the customer.

# 34. FUEL ADJUSTMENT CLAUSE

The fuel adjustment clause is subject to all applicable provisions as set out in 807 KAR 5:056 and the Cooperative's Tariffs.

# 35. TAXES

State sales tax and school tax will be added to the bill(s) of all applicable customers.

### 36. CLASSIFICATION OF CUSTOMERS

Classification of customers for accounting purposes is in accordance with prescribed REA Uniform System of Accounts.

#### 37. MONITORING OF CUSTOMER USAGE

In accordance with 807 KAR 5:006, Section 10, (3), the Cooperative shall monitor the usage of each customer to determine if the reported monthly consumption reveals any unusual deviation from the customer's established usage pattern by means of the following procedures.

In conjunction with established utilized by programs the Cooperative's computer service bureau, each customer's projected usage for any one month is calculated according to the following formula: PUBLIC SERVICE COMMISSION

OF KENTUCKY EFFECTIVE

DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE $\operatorname{AUGUST}^{223,1992}_{23,2992}$
ISSUED BY Wayne D. Carmony Manager	, 109 BACHENE WANT TO BOZ KAR 5.011. SECTION 9 (1) EY:

FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 34 CANCELLING PSC NO. 2 SHEET NO. 34

### RULES AND REGULATIONS

CM1 = Current year 1st prior month CM2 = Current year 2nd prior month CM3 = Current year 3rd prior month PC1 = Prior year current month PM1 = Prior year 1st prior month PM2 = Prior year 2nd prior month PM3 = Prior year 3rd prior month PS1 = Prior year 1st subsequent month

 $PROJ = AVG (PM1 + PC1 + PS1) X \frac{AVG (CM1 + CM2 + CM3)}{AVG (PM1 + PM2 + PM3)}$ 

If the actual usage, as reported by the customer, should be either twice as much or greater or one-half as much or less than the above projection, then the terminal operator is immediately alerted upon entry of the customer's reading.

If the abnormal usage results from previously estimated usage, then no further action is taken, unless the deviation is to such an extent that previous estimation would not satisfactorily explain the deviation.

If the previous month(s) usage has not been estimated or the deviation is extreme, then a letter will be sent to the customer requesting verification of the reading.

If verification is not received, or if upon verification the deviation is still extreme, then a serviceman will be dispatched to verify the customer's reported reading.

All customer accounts are pre-billed approximately two (2) working days prior to the actual printing of the customer's bills. At this time an exception report will be compiled of the accounts that still reflect unusual deviations.

Each excepted account will be investigated to determine the cause of the deviation and re-read by a serviceman, if necessary.

If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, the Cooperative will contact the customer by telephone of the start of the to determine whether there have been changes such as the start of the start of

DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE AUGUST 23, 1992
ISSUED BY Wryne W. Carmony Manager	

number of household members or work staff, additional or different appliances, changes in business volume, or other reasons.

Where the deviation is not otherwise explained, the Cooperative will test the customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.

The Cooperative will notify the customer of the investigation, its findings, and any refunds or backbilling in accordance with 807 KAR 5:006, Section 10 (4) and (5).

In addition to the monthly monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on going meter reading or billing processes or customer inquiry.

# 38. PARTIAL PAYMENT PLANS

The Cooperative shall negotiate and accept reasonable partial payment plans at the request of residential customers who have received a termination notice for failure to pay as provided in 807 KAR 5:006, Section 14, except that a utility is not required to negotiate a partial payment plan with a customer who is delinquent under a previous partial payment plan. Partial payment plans shall be mutually agreed upon and subject to the conditions herein and section 14. Partial payment plans which extend for a period longer than thirty (30) days shall be in writing and shall advise customers that service may be terminated without additional notice if the customer fails to meet the obligations of the plan.

# 39. PARTIAL PAYMENT PLANS FOR CUSTOMERS WITH MEDICAL CERTIFICATES OR CERTIFICATES OF NEED

For customers presenting certificates under the provisions of 807 KAR 5:006, Section 14 (3) and Section 15, the Cooperative shall negotiate partial payment plans based upon the customer's ability to pay, requiring the account to become current not later than PUBLY SERVICE, COMMISSION October 15. EFFECTIVE

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DATE OF ISSUE JULY 24, 1992 ISSUED BY Day & D. Carnory, 109 BAGBY FR., GRAYSON, KY

Such plans may include, but are not limited to, budget payment plans and plans that defer payment of a portion of the arrearage until after the end of the heating season through a schedule of unequal payments.

# 40. BUDGET PAYMENT PLANS

The Cooperative shall offer to its residential customers a budget payment plan based on historical or estimated usage whereby a customer may elect to pay a fixed amount each month in lieu of monthly billings based on actual usage. Under such plans, utilities shall issue bills which adjust accounts so as to bring each participating customer current once each twelve (12) month period.

The customer's account may be adjusted at the end of a twelve (12) month period or through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last budget amount.

If the customer fails to pay his/her bill as rendered under the budget payment plan, the Cooperative reserves the right to revoke the plan, restore the customer to regular billing, and require immediate payment of any deficiency.

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

A customer that meets one or more of the following conditions in the year preceding the date of application shall be ineligible for the budget payment plan:

- a) disconnected for non-payment
- b) received a total of six (6) delinquent notices
- c) issued two (2) or more bad checks

Service may be terminated after twenty-seven (27) days from the billing date, but not before at least ten (10) days written notice, if the outstanding balance remains unpaid.

Service under a budget payment plan is subject to all rules and regulations of the Cooperative that have been or may be adopted by the Cooperative's Board of Directors and approved by the P**pigLic SERVICE COMMISSION** Commission of Kentucky. OF KENTUCKY

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DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE PURSUANTED 8972KAR 5:011,
ISSUED BY Wanager D. Carmony	REVISED PAGE OCTOBER SECTION 92(1) , 109 BAGBY PK., GRAYSON KY PUT LAND

# 41. WINTER HARDSHIP RECONNECTION

The Cooperative shall reconnect service to a residential customer who has been disconnected for nonpayment of bills pursuant to 807 KAR 5:006, Section 14(1)(f) of this regulation prior to application for reconnections, and who applies for such reconnection during the months from November through March if the customer or his/her agent:

- (a) Presents a certificate of need from the Cabinet for Human Resources, Department for Social Insurance, including a certification that a referral for weatherization services has been made in accordance with subsection (3) of 807 KAR 5:006, Section 15;
- (b) Pays one-third (1/3) of his/her outstanding bill or \$200, whichever is less; and
- (c) Agrees to a repayment schedule which would permit the customer to become current in the payment of his/her electric bill as soon as possible, but no later than october 15. However, if, at the time of application for reconnection, the customer has an outstanding bill in excess of \$600 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with his/her ability to pay, then such plan shall be accepted. In addition to payment of current charges, repayment schedules shall provide an option to the customer to select either one (1) payment of arrearages per month or more than one (1) payment of arrearages per month.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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DATE OF ISSUE JULY 24, 1992 ISSUED BY UNIT D. Camory, 109 BAGENY PK., GRAYEON KY Manager

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

RULES AND REGULATIONS	
42. <u>INSTALLATION AND RECONNECTION CHARGES</u> A service charge will be made for all reconnects made under 807 KAR 5:006, Section 8. Service charge for reconnects made during normal working hours - \$30.00. Service charge for reconnects made	
after normal hours - \$70.00. In some instances, a remote disconnect switch will be installed. If service is disconnected for nonpayment or if a reconnect is made with the switch, a fee of \$30 for each disconnect and \$30 for each reconnect will be applied to the member's account for this extra service and is due and	(Т)
payable, at the time such account is collected.	
<ul> <li>43. <u>INSTALLATION AND RECONNECTION CHARGES – EXCEPTIONAL</u> <u>CIRCUMSTANCES</u> When, upon a customer's request, an installation or reconnection takes place after normal working hours and by the nature of the installation or reconnection should require more than two (2) hours to complete, the customer shall be charged an additional \$50.00 for each hour, or portion of an hour, exceeding two (2) hours. This charge shall be in addition to the \$70.00 charge for the first mandatory two (2) hours.</li> <li>44. <u>COLLECTION OF DELINQUENT ACCOUNTS</u> Should it become necessary for the Cooperative to send a serviceman to the customer's premises</li> </ul>	
for collecting a delinquent account, a service charge of \$30.00 will be applied to the customer's account for	
the extra service rendered, due and payable at the time such delinquent account is collected. If service is	
disconnected for nonpayment, an additional charge of \$30.00 will be added for reconnecting service during	
regular work hours. The charge may be assessed if the utility representative actually terminates service or	
if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge may also	
be made if the utility representative agrees to delay termination based on the customer's agreement to pay	
the delinquent bill by a specific date. The Cooperative may make a field collection charge only once in any	
billing period.	
45. <u>RETURNED CHECK CHARGE</u> When a check received in payment of a customer's account is returned unpaid by the bank for any reason, the Cooperative will notify the customer by form letter "Notice of Returned Check" stating the amount of the check and the reason for return. A \$25.00 service charge will be added to the customer's account for each returned check. Issuance of a check that is later returned un-honored by the bank will not delay the normal collection procedures.	COMMISSION ROUEN RECTOR
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	₩E: <u>June 3, 200</u> 9
ISSUED BY: <u>Can Hall Safe</u> President & C.E.ORS409 Bagby F	<mark>010</mark> ?ark⊧Grayson, KY
Issued by authority of P.S.C. in Case No. 2010-00230 dated November 30, 2010	

# 46. EXTENSION POLICY DEFINITIONS

For the purpose of extension of facilities, services shall be classified as permanent, intermediate, or temporary.

#### A. SERVICE DEFINITIONS

<u>Permanent Service</u> - means electric service to domestic, commercial, and farm residential customers in such a manner that the permanency of occupation and the constant use of electric can be reasonably assured. Examples of permanent service are: residence/homes, modular homes (commonly referred to as double wide and triple wide mobile homes) when installed on a permanent foundation, small and large commercial customers.

<u>Intermediate Service</u> - Usually a structure with minimal use of electric, or questionable permanency of the electric energy requirements. Examples of intermediate customers are mobile homes, barns, sheds, garages, water pumps, mines, saw mills, quarries, oil wells, industrial and commercial enterprises of speculative purposes, seasonal use of any type, and development of property for sale.

<u>Temporary Service</u> - includes service to construction sites, carnivals, fairs, camp meetings, etc., and to ventures of speculative character that their permanency is questionable, such as coal and metal mining, saw mills, or oil and gas production operations during the preliminary or development period, or any service required for less that eighteen (18) months.

#### **B. OTHER DEFINITIONS**

<u>Building</u> - A structure enclosed within exterior walls for fire walls, built, erected, and framed of competent structural parts and designed for less than five (5) families.

<u>Multiple Occupancy Building</u> - A structure enclosed with Envice COMMISSION walls or fire walls, built, erected, and framed of component structural parts and designed to contain five (5) EFPECTIVE individual units.

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DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE PURSUANT PO 8079029 5:011.
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FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 40 CANCELLING PSC NO. 2 SHEET NO. 40

# RULES AND REGULATIONS

<u>Distribution System</u> - Electric service facilities consisting of primary and secondary conductors, transformers, necessary accessories, and appurtenances for the furnishing of electric power at utilization voltage.

<u>Subdivision</u> - A 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 or more new multiple occupancy buildings.

<u>Trenching and Backfilling</u> - Opening and preparing the ditch for the installation of conductors, including placing of raceways under roadways, driveways, or paved areas; providing a sand bedding below and above conductors when required, and backfill of trench to ground level.

# 47. SINGLE PHASE DISTRIBUTION LINE EXTENSIONS (permanent service)

An extension of 1,000 feet or less shall be made by the Cooperative to its existing distribution line without charge for a customer who shall apply for and contract to use service for one (1) year or more and who provides guarantee for such service. The "service drop" to the house from the distribution line at the last pole shall not be included in the foregoing measurements.

When an extension of the Cooperative's line to serve a customer or group of customers amounts to more than 1,000 feet per customer, the Cooperative may require the total cost of the excessive footage over 1,000 feet per customer to be deposited with the Cooperative by the customer or customers, based on the average estimated cost per foot of the total extension.

Each customer receiving service under such extension will be reimbursed under the following plan. Each year for a period of not less than ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the customer or customers who paid for the excessive footage the cost of 1,000 feet of the extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions lateral therefrom, but in no case **PUBLIC SERVICE COMMISSION** amount refunded exceed the amount paid the Cooperative. After KINNUMAY of the refund period, no refund shall be required to be made.EFFECTIVE

DATE OF ISSUE JULY 24, 1992 DATE OF ISSUE JULY 24, 1992 PURSUANT TO 807 KAR 5:011. ISSUED BY Wayne D. Camony, 109 BAGBY PK., SRETKON 9KM) Manager BY: \_\_\_\_\_\_\_

	FOR. ENTIRE AREA SERVED
	PSC NO.: 4
	1st REVISED SHEET NO. 41
GRAYSON RURAL ELECTRIC	CANCELLING PSC NO. 3
COOPERATIVE CORPORATION	ORIGINAL SHEET NO. 41

FOD.

# RULES AND REGULATIONS

A customer desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of not less than ten (10) years, the Cooperative shall refund to the customer who paid for the extension a sum equivalent to the cost of 1,000 feet of the extension installed for each additional customer connected during the year, 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.

Nothing contained herein shall be construed as to prohibit the Cooperative from making extensions under different arrangements provided such arrangements have been approved by the Public Service Commission.

Nothing contained herein shall be construed to prohibit the Cooperative from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate, provided like free extensions are made to other customers under like conditions.

Upon complaint to, and investigation by the Public Service Commission, the Cooperative may be required to construct extensions greater than 1,000 feet, upon finding by the Public Service Commission that such extension is reasonable.

# 48. SINGLE PHASE ELECTRIC SERVICE TO MOBILE HOMES

The Grayson Rural Electric Cooperative Corporation will extend electric service under the following conditions to individual mobile homes with approved sanitary sewage facilities installed.

A. All fees, including membership fee, must be paid at the time the application for service is made.

B. All extensions of up to 1,000 feet from the nearest facility shall be made without charge.

For extensions over 1,000 feet, the policies set forth in 807 KAR 5:041, Electric, Section 11, Distribution Line Extensions, shall apply for that portion beyond 1,000 feet. OF KENTUCKY

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	PURSUANT TO 807 KAR 5:011. SECTION 9 (1)
DATE OF ISSUE SEPTEMBER 01, 1993	BY:
ISSUED BY Wayne D. Carmon	, 109 BAGBY PK., GRAYSON KY
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- D. For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, the Cooperative may charge an advance equal to the reasonable cost incurred by it for that portion of the service beyond 300 feet plus \$50.00.
  - This advance shall be refunded to the customer over a four (4) year period in equal amounts for each year service is continued. The customer advance for construction of fifty (50) dollars shall be added to the first of four (4) refunds.
  - 2. If service is discontinued for a period of sixty (60) days, or the mobile home is removed and another does not take its place within sixty (60) days, or is not replaced by a permanent structure, the remainder of the advance shall be forfeited.
  - 3. No refunds shall be made to any customer who did not make the advance originally.
  - 4. No refunds will be made to customers with a delinquent account.
- E. For extensions over 1,000 feet, the policies set forth in 807 KAR 5:041, Electric, Section 11, Distribution Line Extensions, shall apply for that portion beyond 1,000 feet.

## 49. UNDERGROUND

Grayson Rural Electric Cooperative Corporation will install underground distribution lines to residential subdivisions under the following conditions:

- A. Applicability: These rules and regulations shall apply to all underground electrical supply facilities used in connection with electric service distribution in new residential subdivisions after the effective date of this policy.
- B. Installation of Underground Distribution System Within New Subdivision: PUBLIC SERVICE COMMISSION

OF KENTUCKY EFFECTIVE

OCT 28 1992

DATE OF ISSUE JULY 24, 1992 ISSUED BY Unyve D. Carmony, 109 BAGBY FR. GRAYBON KT

FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 43 CANCELLING PSC NO. 2 SHEET NO. 43

# RULES AND REGULATIONS

- 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 Cooperative shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground.
- 3. Multi-phase primary mains or feeders required within a subdivision, to supply local distribution or to serve individual multi-phase loads, may be overhead unless underground is required by governmental authority or chosen by the customer, in either of which case, the differential cost of underground shall be borne by the customer.
- 4. If the customer 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 completion estimated 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 service to portions of the subdivisions not under active development.
- 5. A non-refundable payment shall be made by the customer to equal the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment, to be made by the customer, 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 herein. The average cost differential shall be updated annually as required by the order dated February 2, 1973 of the Public Service Commission of Kentucky in Administrative Case No. 146, (three (3) wire secondary and service conductor rans shall be updated an everage cost differential per foot, as stated, is representative of

<u>NCT 2.8 1992</u>

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FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 44 CANCELLING PSC NO. 2 SHEET NO. 44

construction in soil free of rock, shale, or other impairments which increase the cost of construction. In construction, the actual increased cost of trenching and backfilling shall be borne by the customer.

- 6. The customer may be required to deposit the entire estimated cost of the extension. If this is done, the amount deposited in excess of the normal charge for the underground extensions, as provided in paragraph five (5) above, shall be refunded to the applicant over a ten (10) year period as provided in the Public Service Commission's Rules.
- 7. The customer may be required to perform all necessary trenching and backfilling and shall provide three (3) inch protective conduit (or larger where required) in accordance with the Cooperative's specifications. The Cooperative shall then credit the customer's cost in an amount equal to the Cooperative's normal cost for trenching and backfilling. The Cooperative shall be responsible for the conduit going up the pole.
- 8. The Cooperative shall furnish, install, and maintain the service lateral to the customer's meter base, which normally will be at the corner of the building nearest to the point to be served.
- 9. Plans for the location of all facilities to be installed shall be approved by the Cooperative and the customer prior to construction. Alterations in plans by the customer which require additional cost of installation or construction shall be at the sole expense of the customer.
- 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 customer.
- 11. The charges specified in these rules are based on the premise that each customer 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 payment of the above charges prior to the installation of the facilities.

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DATE OF ISSUE JULY 24, 1992	EFFECTIVE DATE AUGUST 23, 1992 PURSUANT TO 807 KAR 5:011.	
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FOR: ENTIRE AREA SERVED PSC NO.: 3 ORIGINAL SHEET NO. 45 CANCELLING PSC NO. 2 SHEET NO. 45

# RULES AND REGULATIONS

- 12. All electric facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code, Grayson RECC Specifications, and other rules and regulations which may be applicable.
- 13. Service pedestals and method of installation shall be approved by Grayson RECC prior to installation.
- 14. For all developments that do not meet the conditions set forth herein, underground distribution will be installed, provided an advance 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.
- 15. In unusual circumstances, when the application of these rules appear impracticable or unjust to either party, or discriminatory to other customers the Cooperative or customer shall refer the matter to the Public Service Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.
- 16. The differential cost of underground secondary service must be paid by the customer requiring service.
- 17. The differential cost of underground primary (single phase) feeder lines must be paid by the customer requiring service.
- 18. <u>Rock Clause:</u> An additional \$10.00 per linear trench foot shall be charged where extremely rocky conditions are encountered, such conditions being defined as limestone or other hard stratified material in a continuous volume of at least one cubic yard or more which cannot be removed using ordinary excavation equipment.
- 19. <u>Highway Crossing:</u> \$10.00 per linear conduit foot shall be charged where boring or drilling is required in making highway crossings.

# 50. RIGHT OF WAY

A. The Cooperative shall construct, own, operate, and maintain SION distribution lines along easements, public struct, Frank and highways which are by legal right accessible Frank the Cooperative's equipment and which the Cooperative has the legal right to occupy, and on the public lands and private property OCT 2.8 1992

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DATE OF ISSUE	JULY 24, 1992	EFFECTIVE DATE PURSUANT TO 807 KAR 5011.
ISSUED BY	Dayne D. Cain	EFFECTIVE DATE PURSUANT TO 807 KAR 5011. SECTION 9 (1)
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across which rights of way and easements, satisfactory to the Cooperative, are provided without cost or condemnation by the Cooperative.

- B. Where applicable, rights-of-way and easements, suitable to the Cooperative, for both overhead and underground distribution facilities, must be furnished by the customer and must be furnished in reasonable time to meet service requirements. For underground distribution, the customer 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 the final grade, and maintain clearing and grading during construction by the Cooperative.
- C. All easements provided to the Cooperative shall include suitable provisions obligating the customer and subsequent property owners to provide continuing access to the Cooperative for operation, maintenance, or replacement of its facilities, and to prevent any encroachment upon the Cooperative's easement or substantial changes in grade or elevation thereof.

# 51. RELOCATION OF LINES

When the Cooperative is requested to relocate its facilities for any reason, any expense involved will be paid by the firm, person, or persons, requesting the relocation, unless one or more of the following conditions are met:

- 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.
- C. That the relocation is associated with other regularly scheduled conversion or construction work and can be done at the same time.

OF KENTUCKY EFFECTIVE

OCT 28 1992

DATE OF ISSUE JULY 24, 1992 ISSUED BY Wayne D. Carnory, 109 BAGBYEYK, GRAYSON RY.

#### 52. MOBILE HOME RELOCATION

In the event a customer moves or relocates a mobile home from a location where the Cooperative has constructed electric facilities to serve said mobile home and within a sixty day period another mobile home does not take its place, or if it is not replaced by a permanent structure, the customer shall be required to pay the full cost of the new facilities. The customer shall be required to deposit an amount equal to the estimated cost of the required facilities prior to commencement of construction.

At such time the actual cost is determined, an adjustment will be made and the customer making the original deposit will be refunded any excess deposit or charged the deficiency, whichever the case may be.

# 53. ASSIGNMENT

Subject to the Rules and Regulations of the Cooperative, all contracts made by the Cooperative shall be binding upon and obliged and inure to the benefit of, the successor and assigns, heirs, executors, and administrators of the parties thereto.

# 54. DATE OF APPROVAL

These Rules and Regulations were carefully reviewed and approved by the Board of Directors of Grayson Rural Electric Cooperative Corporation at their regular Board Meeting on July 24, 1992.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > OCT 28 1992

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY:\_\_\_\_\_\_

DATE OF ISSUE JULY 24, 1992 ISSUED BY Wayne D. Cannery, 109 BAGBY PK., GRAYSON KY Manager Grayson Rural Electric Cooperative Corporation For All Territory Served PSC No. 5 1<sup>st</sup> Revised Sheet No. 49 Canceling PSC No.4 Original Sheet No. 49

# **Rules and Regulations**

# EXHIBIT A

# AVERAGE UNDERGROUND COST DIFFERENTIAL

	<b>Primary</b>	<u>Secondary</u>
Average cost of Single Phase Underground per foot	\$12.79	\$14.79
Average cost of Single Phase Overhead per foot	\$ 3.50	\$11.37
Average Cost Differential Per foot	\$ 9.29	\$ 3.42

Customer is required to dig ditch and install conduit that meet NESC standards.

	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 12/5/2005 PURSUANT TO 807 KAR 5:011
Date of Issue: November 3, 2005	Effective December 5, 2005
Issued by <u>COMPHIL MALK</u> , President & Grayson Run	al Electric, Graveon, Mrettibl 43

# Average Underground Cost Differential September 2005

For All Territory Served

Revised Sheet No 50 acelling Sheet No's 50-53

**Executive Director** 

		Cost	Support Data		Cacelling Sheet No's 50-53
Work Order Number	Date Completed	Footage	Conductor <u>Used</u>	Total <u>Cost</u>	Average <u>Cost</u>
Number	Completed	roolage	<u>USEU</u>	0031	0031
Primary Conduc	:tor				
Underground		ers of this type we the differential is	ere completed in t is proposed.	the last year.	
Overhead					
40988	Jun-06	1569	#2 ACSR	5,723.12	3.65
41067	Jun-06	672	#2 ACSR	2,249.74	3.35
Ov	verall average				3.50
Secondary Conc	<u>ductor</u>				
Underground					
39149	Jun-06	76	4/0 TPX	1,129.53	14.86
40995	Jun-06	84	4/0 TPX	2,122.95	25.27
40968	May-05	141	4/0 TPX	1,264.46	8.97
40998	May-05	185	4/0 TPX	3,078.73	
40696		124	4/0 TPX	2,047.86	
40666	••	252	4/0 TPX	1,627.62	6.46
O\	verall average				14.79
Overhead					
39476	Jun-06	50	#4 TPX	846.93	16.94
39748	Jun-06	150	#2 TPX	1,989.69	13.26
40112	Jun-05	93	#2 TPX	640.32	6.89
41062	Jun-06	155	1/0 TPX	1,852.54	11.95
41066	Jun-06	50	#4 TPX	914.51	18.29
41076	Jun-06	133	#2 TPX	1,306.82	9.83
41089	Jun-06	50	#4 TPX	524.90	10.50
41090	Jun-06	108	#4 TPX	794.02	7.35
41091	Jun-06	165	#2 TPX	1,406.40	8.52
41095	Jun-06	252	1/0 tpx	2,095.86	8.32
35779	May-05	130	1/0 TPX	1,281.50	9.86
40253	May-05	139	#4 TPX	1,773.71	12.76
40494	May-05	75	#2 TPX	1,180.88	15.75
40996	May-05	116	1/0 TPX	1,583.62	
41019	May-05	106	1/0 tpx	PUB1204	SERVICE COMMISSION
41025	May-05	102	#2 TPX	704.64	
41059	May-05	189	1/0 TPX	2,206.73	EFFE68TIVE
01	verall average				1 <b>2/15/327</b> 005
				PURSL	JANT TO 807 KAR 5:011 SECTION 9 (1)
					SECTION 3 (1)
				E	3700
				By	ie -
					Executive Director

# GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

Charge to Customer

# RULES AND REGULATIONS

# RETURNED CHECK CHARGE COST SUPPORT

Labor Overhead @ .485195	\$11.42 <u>5.54</u>
TOTAL	\$16.96



\$15.00

OCT 28 1992

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

DATE OF ISSUE JULY 24, 1992 ISSUED BY Wayne D. Carnony, 109 BAGBY PK., GRAYSON KY Manager

Meter Testing--Customer's Request Test Period--January 1--April 7, 1978

Total Meters field tested--34 Total hours for meter tester--66 @ \$8.58 per hour \$565.95 Clerical Labor--.4167 per hour (25 min. per Customer) for 34 meters @ \$5.66 79.17 Total Direct Labor \$645.12 47.93 Payroll Taxes @ \$7.43 Insurance and Pension Costs: 80 hours @ \$1.78 per hour 142.76 Subtotal 835.81 PUBLIC SERVICE COMMISSION Transportation: OF KENTUCKY EFFECTIVE 309.12 1,344 miles @ .23 per mile OCT 28 1992 Total Cost per meter tested: 34 @ \$33.67 \$1144.93 ----- PURSUANT TO 807 KAR 5:011. SECTION 9 (1) Conno 2

Charge to Customer \$35.00

Note: Above direct labor and milage for meter tester taken from daily time sheets. Clerical hours were developed from records maintained during test period.

BY: PUE

The above expenses do not include collect calls and clearing accounts, such as tools, supplies, uniforms, etc.

DATE OF						EFFECTIVE			•	
ISSUED	BY 1	) ger 1	e ĥ	). Carn	rond	, 109	BAGBY	PK.,	GRAYS	ON KY

# COST SUPPORT FOR WORK PERFORMED AFTER NORMAL WORKING HOURS

RATES IN EFFECT 5-1-81

Hourly Overtime Rate for Serviceman Labor Overhead	\$12.831 .45885
Truck Hourly Rate	\$4.05
Huck hour ly kace	\$ <del>1</del> .05
*Labor - \$12.831 X 2 hrs.	\$25.66
Overhead45885 X \$25.66	11.77
Truck - \$4.05 X 2	8.10
TOTAL	\$45.53

Charge to Customer \$45.00

\*I.B.E.W. UNION CONTRACT PROVIDES THAT AN EMPLOYEE CALLED OUT AFTER COMPLETION OF THE SCHEDULED WORKDAY WILL RECEIVE A MINIMUM OF 2 HOURS AT 1 1/2 TIME REGULAR RATE OF PAY.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > OCT 28 1992

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

DATE OF ISSUE JULY 24, 1992 ISSUED BY Unyne D. Carmony, 109 BAGBY PK., GRAYSON KY Manager

# COLLECTION COST -- DELINQUENT ACCOUNTS

Rates in Effect 5-1-81

Total delinquent notices issued to for collection and/or cut-off (Total of 7 Employees)	employees 283	
Less: Paid at office or mailed in interim period	during 96	
Customers not contacted due	••	
inclement weather	4 (100)	
	(100)	
Direct Contact and Trips made to		
Customer's Premises	183	
Regular hours: 124 @ \$8.949	\$1,109.68	
Clerical hours: 70 @ \$6.706	469.42	
- -		
(\$7.20 hr. per customer)		
	• • • • • • •	
TOTAL LABOR COST	\$1,579.10	
0	704 57	
Overhead @ .45885	724.57	
Transportation		PUBLIC SERVICE COMMISSION
Transportation:	492.80	OF KENTUCKY
1540 Miles @ .32 per mile	492.00	EFFECTIVE
TOTAL COST PER FIELD TRIP		_
183 @ 15.28	\$2,796.47	OCT 28 1992
105 (* 15.20	<b>4</b> 2), 190.41	001 28 1992
		007 KAR 5011
		PURSUANT TO 807 KAR 5:011.
		SECTION 9 (1)
Charge to Customer \$15.00		BY: _ Curatell
-		PUE LO GENERAL AND

DATE OF ISSUE JULY 24, 1992 ISSUED BY JULY 24, 1992 ISSUED BY JULY 24, 1992 ISSUED BY JULY 24, 1992 Ranager, 109 BAGBY PK., GRAYSON KY

# METER READING COST

Rates in Effect 5-1-81

Total Meter Read -- 196 Total Hours for Servicemen --196 hours @ 8.949 per hour \$1,754.00 Total Hours for Clerical --12 hours @ 6.706 80.47 TOTAL DIRECT LABOR \$1,834.47 Overhead .45885 841.75 Subtotal \$2,676.22 Transportation: 852 Miles @ .32 272.64 Postage: 125 @ .18 22.50 TOTAL COST PER METER READ: 196 @ 15.16 \$2,971.36 PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 28 1992

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: \_\_\_\_\_\_

Charge to Customer \$15.00

DATE OF ISSUE JULY 24, 1992 ISSUED BY Univer D. Cannory, 109 BAGBY PK., GRAYSON KY Manager

# Application for Membership and for Electric Service № 35033

The undersigned (hereinafter called the Applicant) hereby applies for membership in Grayson Rural Electric Cooperative Corporation (hereinafter called the Cooperative) and the Applicant and the Cooperative agree as follows:

1. The Applicant hereby pays the sum of for membership subscribed for by the Applicant, a Certificate, for which will be issued to the Applicant upon the acceptance of the application by the Cooperative. The Applicant hereby authorizes the Cooperative to use these funds in full or in part for purpose of project development and organization.

2. The Applicant hereby pays the sum of as a security deposit, said sum being two-twelfths (2/12) of his estimated annual bill. This deposit shall accrue interest at the rate of percent per annum and shall be applied to the final bill upon termination of service and the balance (if any) refunded to the Applicant.

3. When the Cooperative makes electric energy available to the Applicant, Applicant agrees to purchase from the Cooperative, and pay monthly to the Cooperative, for all electric energy used on premises described below now owned or occupied by the Applicant, in accordance with the rate schedule, rules and regulations established by the Cooperative.

4. The Applicant's point of delivery is approximately\_\_\_\_\_\_feet from the existing distribution line of the Cooperative. The Applicant's wiring must pass inspection by a certified electrical inspector pursuant to KRS 198B, the Kentucky Building Code 815 KAR 7:010, 815 KAR 7:020.

5. The Applicant agrees to comply with and be bound by the provisions of the bylaws, and rules and regulations of the Cooperative as may be adopted from time-to-time.

6. The cost of a subscription to Kentucky Living Magazine is to be paid for as a part of the cost of electric service.

7. The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative and the contract for electric service shall continue in force one year from the date service is made available by the Cooperative to the Applicant, and hereafter until cancelled either by written notice given by either party to the other thirty (30) days in advance or under the provisions of the bylaws, and rules and regulations of the Cooperative as may be adopted from time-to-time.

Dated	_day of		19
Social Security No			
Telephone No		Signature of Applicant	
Spouse's Name		Route or S	Street, Post Office, State
Social Security No	_	Notice of a	
Employment:			County.
The above applicant for membership accepted this		day of	, 19
Grayson Rural Electric		-	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVEOyee
Land D	)escr	iption	OCT 28 1992
Acres, located	s	ide of	PURSUANT TO 807 KAR 5:011. SECTION 9 (01)
approximately	miles N-E	-S-W from	- BY: Climanta
County		<u> </u>	PUP Country
Owner (Print)	an	d (Tenant)	

Address

Address

# CERTIFICATE OF DEPOSIT GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

# 109 BAGBY PARK

# GRAYSON, KENTUCKY 41143

THIS CERTIFIES	THAT,	GRECC MEMBER	NO
OF		HAS PAID A	DEPOSIT IN THE
AMOUNT OF \$	FOR	, ON AC	COUNT NUMBER

UPON REMOVAL OF SERVICE, THIS DEPOSIT SHALL BE:

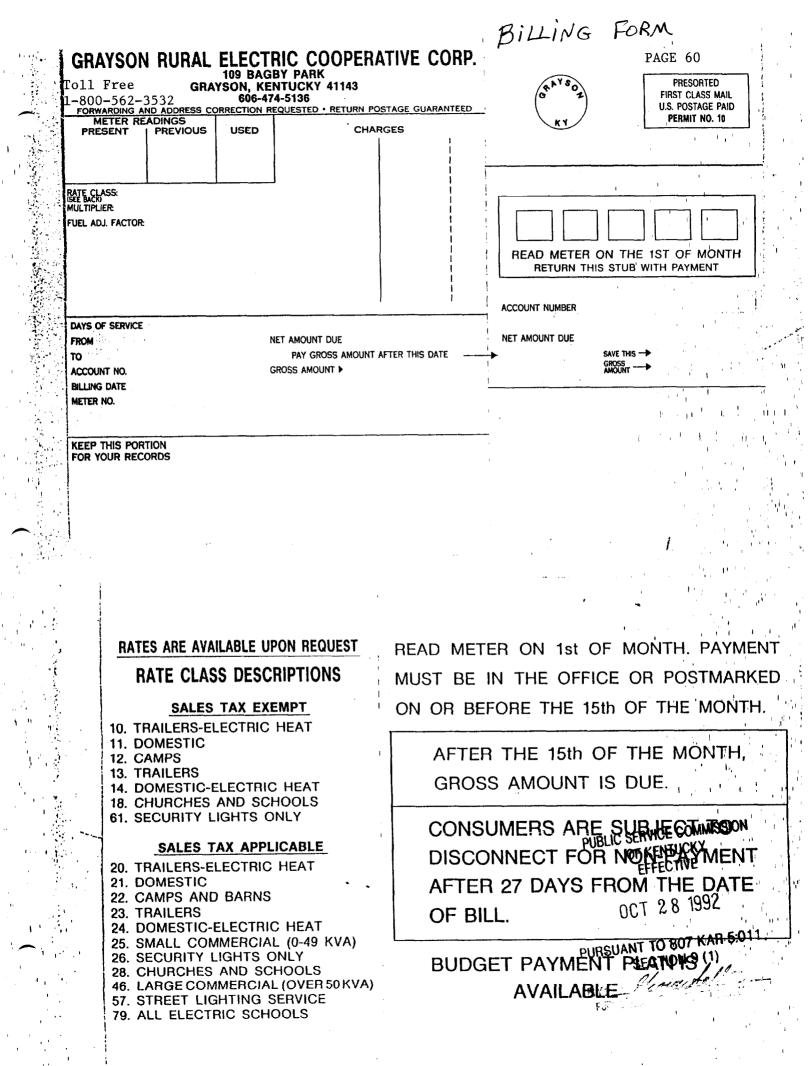
APPLIED AGAINST ANY BALANCE DUE ON THIS ACCOUNT. ANY RESULTING NET BALANCE SHALL BE TRANSFERRED TO ANY OTHER ACCOUNT EXISTING UNDER THE ABOVE MENTIONED GRECC MEMBER NO.

FORFEITED TO GRAYSON RECC.

THIS CERTIFICATE OF DEPOSIT IS NONTRANSFERRABLE BY THE MEMBER AND MUST BE SURRENDERED TO THE GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION WHEN SERVICE IS TERMINATED.

THIS FURTHER CERTIFIES THAT A NON-REFUNDABLE SERVICE CONNECT/RECONNECT FEE OF \$\_\_\_\_\_\_ HAS BEEN PAID.

DA	SIC SIC	GNED	
		Consumer's Name/Social	Security Number
DA	ATESIG	GNED	
			COMMISSION
	UPON THE CUSTOMER'S REQUEST, THIS ACTUAL USAGE OF THE CUSTOMER. IF FOR RESIDENTIAL CUSTOMERS, THE UTI ANY UNDERPAYMENT.	THE DEPOSIT ON THE ACCOUNT	I DIFFERD OF MORE THAN 410.00
			PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY:



#### GRAYSON RURAL ELECTRIC COOPERATIVE CORP. 109 BAGBY PARK GRAYSON, KENTUCKY 41143 606-474-5136

FORWARDING AND ADDRESS CORRECTION REQUESTED . RETURN POSTAGE GUARANTEED

SEE IMPORTA	ANIME	SSAGE
PRINTED ON	BACK	OF NOTICE

Office Hours 7:00 AM - 5:00 PM Monday - Friday

Your Account Number	All bills are delinquent after of each month.	
Amount Past Due	Please pay your bill earlier next month.	We
Charge To Collect	IF YOU HAVE PAID YOUR BILL, PLEASE DISREGARD THIS NOTICE.	pa it v

#### Phone: 606-474-5136 HAVE YOU'FORGOTTEN?

We have NOT received payment for your electric service bill. Unless we have payment in our office by it will be necessary to discontinue service to you. Prompt payment will avoid inconvenience and a service call charge.

## STEE IMPOREMENT MESSAGE

NOTICE OF TERMINATION OF UTILITY SERVICE

TERLED: ON BACK OF NOTICE.

Notice is hereby given that your service will be terminated on the date indicated on the enclosed notice in keeping with our policy for non-payment of your utility bill.

Service will be terminated on the date indicated unless you deliver to this office or to the serviceman sent to terminate your service. The total amount of your delinquent bill as shown on the enclosed notice. If you elect to pay the serviceman sent to terminate your service, a service charge as indicated on the enclosed notice will be added to the above bill.

You have the right to protest the discontinuance of this service by contacting the cooperative, office at the address or phone number appearing on the enclosed notice in the discontinuance of this service by contacting the cooperative, office at the address or phone number regarding your bill or to resolve; disputes over the amount of your bilk. This, employee thas the address the address or service by negotiating a partial payment plan or by accepting a partial payment where good faith is shown in meeting your financial obligation % You, are further advised that fin the event of existing illness or infirmity on your premises, service will not be discontinued within thirty (30) days after the date of this notice, provided that you obtain a certificate signed by a physician, a registered nurse, or a public health official stating that in the opinion of the person making the certification that discontinuance of service will aggravate the existing illness or infirmity.

If you are unable to meet the obligation of this utility bill you may, under certain conditions, receive aid under local, state or federal programs. You may inquire concerning this aid by contacting the local office of the Department of Human Resources, Bureau of Social Insurance (Public Assistance Office). This office is listed in the phone book under "Commonwealth of Kentucky" or "State of Kentucky". Kentucky". You may also phone the Department of Human Resources. Ombudsman, Toll Free 1-800-372-2973.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 28 1992

PURSUANT TO 807 KAR 5:01 SECTION 9 (1)

PAGE 62

#### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

#### GRAYSON, KENTUCKY

#### Budget Payment Plan Agreement

This AGREEMENT, made in duplicate between Grayson Rural Electric Cooperative Corporation, a Kentucky Corporation with its principal office at Grayson. Kentucky (hereinafter called the "Cooperative") and (hereinafter called the "Consumer") located at

#### WITNESSETH:

That in consideration of the Consumer's request to make electric service payments under the Cooperative's Budget Payment Plan, the Consumer shall pay the Cooperative at a fixed amount each month in lieu of monthly billings based on actual usage; where by, any difference in the actual amount due and the fixed amount paid each month shall be payable in full each year in the month of , one year from the beginning date of the Budget Amount.

It is further agreed:

1. The Consumer agrees that if at any time the Rate under which the Cooperative purchases electric service at wholesale is modified, the Cooperative may make a corresponding modification in the rate for service rendered hereunder and the budget payment amount shall be adjusted accordingly.

2. The Consumer agrees that if at any time the Rates and/or Terms and Conditions as set forth in the Cooperative's Rate are adjusted or changed and said adjustments and/or cnanges are approved by the Kentucky Public Service Commission, said adjustment and/or changes will become effective and supercede, cancel and replace rates and/or terms and conditions provided in existing rate prior to the effective date set forth in the Public Service Commission's Order approving the adjustments and/or changes.

3. The Consumer agrees that monthly budget payments are subject to change where a trend developes indicating the amount set up is insufficient to result in reasonable balance due on ; at which time the difference in the fixed amount and the actual cost of electric service is payable in full.

4. It is agreed that the Consumer shall make payment each month in full amount of the Budget Payment as stated herein, irregardless of any accumulated charges or credits for actual usage. The accumulated charges or credits shall be adjusted on the billing. Should the Consumer fail to make such budget payments by due date, service will be discontinued and entire balance becomes due and payable before service is restored. The Consumer shall be ineligible for future billings under the Budget Payment Plan.

5. This agreement shall continue from year to year, unless terminated by either party giving to the other notice in writing, subject to the provision stated in # 4 above.

THEREUPON, it isagreed that	(Consumer) shall
pay to Grayson Rural Electric Cooperative Corporation e	ach month, beginning with
billing, for electric service in	the amount of \$ under
the Budget Billing Agreement, and shall pay in full ann	ually the balance resulting
from difference in actual usage and fixed amount paid e	ach month on the
billing. If a credit balance is determined at that time	to exceed \$5.00. it shall be
refunded Any credit balance that is loce than \$5.00 p	ill be applied automaticallast
refunded. Any credit balance that is less than \$5.00 w on the succeeding months bill.	COMMISSION SERVICE COMMISSION
on the succeeding months bill.	PUBLIC SERVICE Y
Evented at Curvey, Kentuchy, This	OF RENTUCKT
Executed at Grayson, Kentucky, This	day ofEFFECTIVE 19
GRAYSON RURAL EL	ECTRIC COOPERATIVE CORPORATION
_	OCT 28 1992
By:	
Coop Employee	e Signature & Title
By:	PURSUANT TO CO.
Consumer's S	ignature SECTION 9 (1)
<ul> <li>More than the second secon second second sec</li></ul>	PURSUANT TO 807 KAR 5:011.
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and the MARTENNE CONTRACT OF A DECEMBER OF A	BY: SECTION S C.
	100 0

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## METER READING REQUEST

Grayson Rural Electric Cooperative Corporation

109 Bagby Park ♦ Grayson, Kentucky 41143-1292 Telephone: 606-474-5136 ♦ 1-800-562-3532 ♦ Fax: 606-474-5862

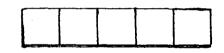
Account Number

Dear

Your reading appears to be incorrect according to the previous readings. Please re-read your meter. You may call your meter reading in to our Member Accounts Department or use the blocks provided below and return to our office before . Our toll-free number is 1-800-562-3532, or you may call collect

at 474-5136.

Meter Reading



If we do not have your telephone number at the present time, please enclose on the space below. This will enable us to keep our records updated to better service you.

Phone Number

Should you have any questions concerning the above, please let me know.

Sincerely,

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORTED CONTINUES OF KENTUCKY OF KENTUCKY EFFECTIVE

Member Accounts Department 28 1992

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) General PUEL & Ven ... -

Owned by those we serve.



# RETURNED CHECK FORM

Grayson Rural Electric Coopertive Corporation

109 Bagby Park + Grayson, Kentucky 41143-1292 Telephone: 606-474-5136 + Fax: 606-474-5862

Dear Consumer:

Your check for electric service in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_ has been returned unhonored by your bank.

As a result of this action, your account balance is considered unpaid and a \$\_\_\_\_\_service charge has been added to your account.

Failure to redeem your check will result in the termination of your service on or after

Please give this matter your immediate attention.

COPY OF CHECK INSERTED HERE

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 28 1992

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: PUP: 10 Saw

**.** .

Note: Under Kentucky law any issuer of a check returned unhonored by the bank is subject to legal prosecution if the returned check is not made good... "within ten (10) days after receiving notice of the refusal." However, This ten (10) day period does not apply to the termination of your electric service. Your service will be terminated on or after the above mentioned date.

## Owned by those we serve.

#### ENERGY EMERGENCY CURTAILMENT PLAN

#### **PURPOSE:**

The purpose of this plan is to provide guidelines for reducing the use of electric energy on the Grayson Rural Electric Cooperative Corporation ("Grayson") distribution system in the event of energy deficiencies due to coal shortages, capacity deficits, mechanical failures and other emergency situations.

#### **IMPLEMENTATION:**

The provisions of this plan will be implemented only when a state of emergency or disaster has been declared by the appropriate authority. This plan will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. The mandatory energy curtailment provisions of this plan will be implemented only upon the order of the Governor of the Commonwealth of Kentucky or other duly constituted authority. In the event of any such order, Grayson will assume no liability as to the consequences of complying with said order in regard to life, health, or property.

#### **PROCEDURES:**

In the event of a potential electric energy deficiency, East Kentucky Power Cooperative, Inc. ("EKPC") shall issue a Load Reduction Alert. After Grayson has received said alert, the following steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. When the curtailment level is met, no further action will be required unless the load curtailment level is updated CSEPHCE COMMISSIONAL loads are OF KENTUCKY EFFECTIVE

## APR 19 1996

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

DATE OF ISSUE: April 19, 1999 THE PUBLIC FUEL C. Mail ISSUED BY COUNTIEND AND A LOG , 109 BAGBY PARK, GRAYSON, KY PRESIDENT & CEO

For: Entire Area Served PSC NO: 3 ORIGINAL SHEET NO. 66 CANCELLING PSC NO. SHEET NO.

RULES AND REGULATIONS

- A. Steps to be initiated upon receipt of an EKPC Load Reduction Alert.
  - 1. Decide the extent of the emergency and estimate the amount of curtailment required.
  - 2. Curtail the use of energy in all of Grayson's facilities.
  - 3. Through use of news media and direct customer contact, appeal to all customers to voluntarily reduce their use of electric energy as much as possible. In all cases, endeavor to reduce the nonessential use of electricity (Priority Level IV) by at least 25%.
  - 4. If deemed a feasible and viable measure at the time, utilize voltage reduction as a means of reducing energy requirements.
- B. Steps to be initiated if curtailment levels are not met via the preceding steps.
  - 1. Through use of the news media and direct customer contact, advise all customers of the forthcoming program. Establish an effective means of answering specific customer inquiries concerning the impact of **b** program on the availability of electric energy.
  - 2. Implement the mandatory curtailment of electric energy use to all customers as indicated below:
    - (a) Priority Level IV 100% Nonessential
    - (b) Priority Level III 50% Large Powers
    - (c) Priority Level II 25% Residential
    - (d) Priority Level I Essential Health & Safety

-See Appendix A for details of priority level.-PUBLIC SERVICE COMMISSION

- C. Steps to be initiated if curtailment levels are not metricity the preceding steps.
  - 1. Through use of the news media and direct customer APR 19 1396

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

Judan C. nul BY.

DATE OF ISSUE: April 19, 1996 EFFECTIVE DATE: April Puelo SERUGESCOMMISSION ISSUED BY UNITALIAN, 109 BAGBY PARK, GRAYSON, KY PRESIDENT & CEO

#### GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION

RULES AND REGULATIONS

advise all customers of the forthcoming contact, program.

- Implement the mandatory curtailment of electric energy 2. use to all priority levels (including Priority Level I) at a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employee's security.
- Steps to be initiated if curtailment levels are not met via D. the preceding steps.
  - Through use of the news media and direct customer 1. contact, advise all customers of the forthcoming program.
  - 2. Implement procedures for the interruption of selected distribution circuits on a rotational basis, while minimizing, to the extent practicable, interruptions to Priority Level.

#### **ENFORCEMENT:**

Will make every reasonable effort to ensure that customers comply with the curtailment provisions of this plan. If a customer fails to comply, said customer will be given a verbal and written warning to curtail their use of electric energy within 24 hours or face the possibility that their electric service may be disconnected. If said customer fails to comply after being given such notice, the customer's electric service will be disconnected for the duration of the state of emergency or disaster.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

#### TERMINATION OF CURTAILMENT:

The curtailment provisions of this plan shall be terminated upon cancellation of the EKPC Load Reduction Alert.

PURSUANT TO 807 KAR 5:011. SECTION 9(1) anden C. neel RY FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE: April 19, 1996 ISSUED BY PRESIDENT & CÉO EFFECTIVE DATE: April 19, 1996

, 109 BAGBY PARK, GRAYSON, KY

APPENDIX A. - PRIORITY LEVELS

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

#### Level 1 ESSENTIAL HEALTH AND SAFETY

Essential health and safety users given special consideration in this plan shall, insofar as the situation permits, include the following types of use and such other uses which my be subsequently identified.

- (a) "Elderly Retirement Homes", 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 Station and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of essential street, highway and signal lighting systems.
- (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.

PUBLIC SERVICE COMMUNITELY, Trood pumping the Bewage arbport.OF KENTUCKY<br/>EFFECTIVE"Transportation ad Defense Related Services", which<br/>shall be limited to essential uses required for the<br/>operation, guidance control and navigation of air, rail<br/>and mass transit systems, including those uses essential<br/>to the national defense and operation of state and local<br/>emergency services.APR 191900(b)"Other Energy Source Sorvices", which shall be limited

PURSUANT TO 807 KAR (h) "Other Energy Source Services", which shall be limited SECTION 9(1)

PRESIDENT & CEØ

BY: Juden C. Mull FOR THE PUBLIC SERVICE COMMISSION

ISSUED BY

DATE OF ISSUE: April 19, 1996 EFFECTIVE DATE: April 19, 1996

W, 109 BAGBY PARK, GRAYSON, KY

to essential uses required for the production, transportation, transmission and distribution, for fuel, of natural or manufactured gas, coal, oil or gasoline.

"Perishable Food or Medicine", which shall be limited (i) to refrigeration for the storage and preservation of perishable food or medicine, when the use is substantially all of the customer's load.

Although these types of uses will be given special consideration when implementing the load curtailment provisions of this plan, these customers are encouraged to install emergency generation equipment if continuity of service is essential. In the event a customer is supplied from two or more utility sources, only one source will be given special consideration. Also, any other customer who, in their opinion, have critical equipment should install emergency generation equipment.

#### Level 2 - Residential Uses:

This level includes energy use for all purposes by Grayson's customers receiving service under its residential rate schedules with the exception of those uses classified as Level 1 or Level 4 as defined by this plan.

## Level 3 - Commercial and Industrial Uses:

This level includes energy use for all purposes by Grayson's customers receiving service under its commercial and industrial rate schedules. This group is exclusive of any customer who might also be classified in Level 1 or 4.

PUBLIC SERVICE COMMERCIA - Nonessential Uses: OF KENTUCKY EFFECTIVE his level includes the following types of uses, as well as similar uses which may be subsequently identified:

APR 19 1996a) Outdoor flood and advertising lighting, except for the

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

anden C. neel

ISSUED BY

. JR THE PUBLIC SERVICE COMMISSION EFFECTIVE DATE: April 19, 1996 DATE OF ISSUE: April 19, 1996

PRESIDENT & CEO

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 the minimum functional levels.
- (e) Energy use greater than that necessary to maintain a temperature of not less than 78 degrees during the operation of cooling equipment and not more than 65 degrees during the operation of heating equipment.
- (f) Elevator and escalator use in excess of the minimum required for lighting.
- (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.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

APR 19 1996

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Jundan C. Neel FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE: April 19, 1996 EF ISSUED BY COMPANY PRESIDENT & CEO

EFFECTIVE DATE: April 19, 1996

109 BAGBY PARK, GRAYSON, KY

#### **Grayson Rural Electric Cooperative Corporation**

#### Renewable Energy Program

#### STANDARD RIDER

This "Renewable Energy Program" is a rider to all current rate schedules. The purpose of this program is to provide members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates ("RECs"). There are three (3) options. Grayson RECC, via its participation in East Kentucky Power Cooperative, Inc's. ("EKPC") Renewable Energy Program ("Envirowatts"), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase RECs. Alternatively, the retail member, Grayson RECC, and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member's existing energy consumption.

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

#### **AVAILABILITY OF SERVICE**

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

Option A - Retail members may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The retail member may allocate their "Renewable Energy Program" contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas).

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

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

DATE OF ISSUE:

**ISSUED BY:** 

November 5, 2021 December 5, 2021

DATE EFFECTIVE:

Bradley

Bradley Cherry President and Chief Executive Officer Linda C. Bridwell Executive Director Hide G. Andwell

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

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#### **Renewable Energy Program (continued)**

#### **ELIGIBILITY**

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

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

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

## <u>RATE</u>

Under Option A, monthly contribution 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 credit when applicable, the variable portion of the Environmental Surcharge that EKPC credited to Grayson RECC 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, variable energy delivered pursuant to the agreement. The total credit will be the lesser of this credit amount or the PJM Localized Margin Cost.

DATE OF ISSUE:

November 5, 2021

December 5, 2021

DATE EFFECTIVE:

**ISSUED BY:** 

Bradley Chefry / President and Chief Executive Officer

Linda C. Bridwell Executive Director
Tride C. Andwell
EFFECTIVE

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

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#### **Renewable Energy Program (continued)**

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

#### BILLING AND MINIMUM CHARGE

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

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

Under Option C, Grayson RECC 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 Grayson RECC and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual deposit rate set by the Commission will be added to the participant's electric bill.

#### TERMS OF SERVICE AND PAYMENT

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

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell
		Executive Director
DATE OF ISSUE:	November 5, 2021	$1 \int \rho h$
DATE EFFECTIVE:	December 5, 2021	Vil a Suduell
ISSUED BY:	Bradley Cherry	Ande Q. Francis
	Bradley Cherry	EFFECTIVE
	President and Chief Executive Officer	12/5/2021
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## COMMERCIAL AND INDUSTRIAL RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

This Commercial and Industrial Renewable Energy Program Purchase Agreement ("Agreement") is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_, 20 \_\_\_\_, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 ("EKPC"); Grayson RECC, with its principal place of business at 109 Bagby Park Street, Grayson, KY 41143 ("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:

1. **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 ENTRECY enewable capacity. Cooperative shall acquire the renewable power sold to Customer from EKPC. The calculations and elections necessary to further the phagation to purchase and sell renewable energy are set forth i 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 net 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 de iver the renewable currently 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 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 tother to the cu
- 7. **Renewable Resources.** The Customer may characterized resource from which the renewable energy or (

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 Eustomer, together with the REC purchase transaction fee as part of the Eustomer, together with the REC purchase transaction fee as part of the Eustomer, together with the REC purchase transaction fee as part of the Eustomer, the invoice shall provide sufficient information to c the charges for renewable energy sales were calcul when the Eustomer is the charges for renewable energy sales were calcul when the Eustomer is the invoice shall provide sufficient information to c the charges for renewable energy sales were calcul when the Eustomer is the same transaction fee the charges for renewable energy sales were calcul when the Eustomer is the same transaction fee the charges for renewable energy sales were calcul when the Eustomer is the same transaction fee the charges for renewable energy sales were calcul when the Eustomer is the same transaction fee the charges for renewable energy sales were calcul when the Eustomer is the same transaction fee the charges for renewable energy sales were calcul when the Eustomer is the same transaction fee the charges for renewable energy sales were calculated when the Eustomer is the same transaction fee the charges for renewable energy sales were calculated when the energy sales were calculated when the

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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 Customer shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer shall be construed to or subsequently approved by the Commission which applies to the terms or conditions of Customer shall be construed to be the formation of the terms of terms of terms of the terms of t
- 17. Events of Default. An "Event of Default" shall t "Defaulting Party"), the occurrence of any of the fc hade 6. Andwell

- (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 Deveating such otice is effective. If the Defaulting Party disputes the Nonthe Termination Payment, in whole or in part, the E (2) Business Days of receipt of the Non-Defau

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 Rati ng 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 Creder KENTUCKY between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from S&P or Fitch or "Baa2" from Moody's and "BBB"
  - (C) zero if the Customer's highes from S&P or Fitch or "A2" fi Thide G. Andwell

- (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 the for supported by third party credit enhancement) by S&F\_xBatcheopicted by third party credit enhancement) by S&F\_xBatcheopicted by third party credit enhancement) by S&F\_xBatcheopicted by third party as its issuer rati

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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 Cred it 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 Cred it that is issued by a bank acceptable to the Secured Party with in one (1) business day after such refusal: **KENTUCKY**
  - (ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additexaguity etoms for Credit; and
  - (iii) With respect to each such Letter of (

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 adhere 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:
  - 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 SERVICE COMMISSION 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 of a Party of all covenants and obligations to be Agreement, each Party hereby pledges, a the other Parties, and hereby grants to The de C. Andwell

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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):
  - 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
  - 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) <u>Early Termination Payment Calculation</u>.

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

(A)		le Energy Prostant Commission
	that the Customer ce otherwise stops taking	service at the Facility of Linda C. Bridwell .
	within the Term of th	
	pay EKPC/Cooperativ	
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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) <u>REC Program</u>. 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) <u>**By EKPC.</u>** The Early Supplier Termination Payment shall be the sum of:</u>
  - (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, **<u>rendemedy</u>** under this Agreement or adjust any invoice for any arith <u>metic Rubbologalitetydeal Conditions</u> twelve (12) months of the date the invoice, or adjustmentinde Conditions was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undis be required to be made when due, with notice of Parties. Any invoice dispute or invoice adjustment adjustment adjustment and the adjustment of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, with notice of the undis the required to be made when due, when the required to be the required to be adjusted to be the required to be the

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 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 continuity and co

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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 ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction. In the event of any conserving the EKPC or the Cooperative to acquire or deliver the renew

purchased herein, the Customer agrees to accept

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 INCLUDING DISTRIBUTING SAME, 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 write actions of 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 duried of the related appellate courts.

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

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

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

<CUSTOMER>

<CO-OP>

CUSTOMER NAME (please print)

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

CUSTOMER SIGNATURE

SIGNATURE

## EAST KENTUCKY POWER COOPERATIVE, INC.

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

SIGNATURE

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Didwell
EFFECTIVE
12/5/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## **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 Resources	KENTUCKY PUBLIC SERVICE COMMISSION
** REC Price requiring additional approval: \$ month)	Linda C. Bridwell Executive Director Hide C. Andwell
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## **APPENDIX B**

## FORM OF GUARANTY

#### **GUARANTY AGREEMENT**

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

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

2. <u>Obligations Unconditional</u>. This is an unconditional and East of the formation of payment and performance. If for any reason Customer fails to ob undertaking or condition (whether affirmative or negative) in the be performed or observed by Customer, or if any event of det

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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. <u>Waiver of Notice.</u> 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 FRVICE Cound 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 by Cerver pressly waives all notices and defenses whatsoever with respect to the respect to the Guaranteed Obligations including, but not lim

respect to the Guaranteed Obligations, including, but not lim Cooperative's acceptance of this Guaranty Agreement or its in

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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. <u>Subrogation</u>. 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; <u>provided</u>, <u>however</u>, 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. <u>Miscellaneous</u>.

(a) This Guaranty Agreement shall be b	Linda C. Bridwell Inding upon the cuttor and the
Guarantor's successors and assigns, and shall inure to the ben and Cooperative and their respective successors, transferees a holder of any indebtedness, obligation or liability of Custom	efit

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**KENTUCKY** 

PUBLIC SERVICE COMMISSION

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 relative provesting 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 conthe purpose of guarantor may now or hereafter have to the laying of venue o brought in any one of the above-described courts or that any such a the definition of the above-described courts or that any such a the definition of the above-described courts or that any such a the definition of the above-described courts or that any such a the definition of the above-described courts or that any such a the definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the above-described courts or that any such a definition of the 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:\_\_\_\_\_

## **GRAYSON RECC**

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

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

**GUARANTOR** 

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

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

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Didwell
EFFECTIVE
<b>12/5/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)