

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 300
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 300

LARGE POWER SERVICE – RATE 2

AVAILABILITY:

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

TYPES OF SERVICE:

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

RATES:

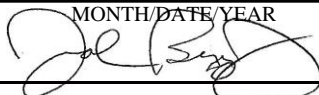
Consumer Facility Charge per Month	\$ 52.18
Demand Charge per kW of billing demand	\$ 6.05
Energy Charge per kWh for all kWh	\$ 0.06010 (R)

DETERMINATION OF BILLING DEMAND:

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR


ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 6

LARGE POWER SERVICE – RATE 2

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

MINIMUM MONTHLY CHARGE:

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

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Hatten*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 5

1st Revised SHEET NO. 300.2

CANCELLING PSC KY NO. 5

Original SHEET NO. 300.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE POWER SERVICE – RATE 2

SPECIAL PROVISIONS:

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

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
3. Primary Service – If service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The Seller shall have the option of metering at secondary voltage.
4. Contract – An “Agreement for Purchase of Power” may be executed by the consumer (T) for service under this rate schedule.

TERMS OF PAYMENT:

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

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

DATE EFFECTIVE April 23, 2018
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 8

LARGE POWER SERVICE – RATE 2

SPECIAL RULES:

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

TEMPORARY SERVICE:

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 301
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 301

OUTDOOR AND STREET LIGHTING – RATE 3

AVAILABILITY

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

TYPES OF SERVICE:

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

MONTHLY RATES:

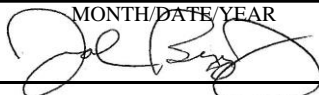
High Pressure Sodium:

100 Watt - Outdoor Light	\$ 10.01	(R)
100 Watt - Decorative Colonial Light	\$ 13.53	(R)
400 Watt - Directional Flood Light	\$ 20.09	(R)
250 Watt - Directional Flood Light	\$ 14.64	(R)
150 Watt - Decorative Acorn Light	\$ 16.13	(R)

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director 
EFFECTIVE 2/1/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 10

OUTDOOR AND STREET LIGHTING – RATE 3

RATES: (continued)

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

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

CONDITIONS OF SERVICE:

1. Colonial and Acorn Installation (Served Underground)

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

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

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

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

DATE OF ISSUE January 5, 2016

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ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 11

OUTDOOR AND STREET LIGHTING – RATE 3

CONDITIONS OF SERVICE: (continued)

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 11.1

OUTDOOR AND STREET LIGHTING – RATE 3

TERMS OF PAYMENT:

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

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

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ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 46

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CABLE TELEVISION ATTACHMENT – RATE 5

APPLICABILITY:

In all territory served by the company on poles owned and used by the company for their electric plant.

AVAILABILITY:

To all qualified CATV operators having the right to receive service.

RENTAL CHARGE:

The yearly rental charges shall be as follows:

Two-party pole attachment	\$	5.30
Three-party pole attachment	\$	4.50
Two-party anchor attachment	\$	6.86
Three-party anchor attachment	\$	4.52
Two-party grounding attachment	\$.24
Three-party grounding attachment	\$.15

Pedestal attachment + Same as respective pole charges.

DATE OF ISSUE January 5, 2016

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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 47

CABLE TELEVISION ATTACHMENT – RATE 5

BILLING:

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross being ten percent (10%) higher. In the event the current bill is not paid within ten (10) days from the date of the bill, the gross shall apply.

NOTE: Discount or penalty must apply to all electric customers, but shall apply to advance billing only if given at least thirty (30) days before the late penalty take effect.

SPECIFICATIONS:

A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

B. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

ESTABLISHING POLE USE:

A. Before the CATV operator shall make use of any of 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 drawing 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 the existing poles, and any additional poles that CATV intends to install.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 48

CABLE TELEVISION ATTACHMENT – RATE 5

ESTABLISHING POLE USE: (continued)

The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by CATV operator to the Cooperative that the cost estimate is approved, the Cooperative shall proceed with the necessary changes in pole lines covered by cost 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 his 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 obligation of the CATV operator hereunder 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.

C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.

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 CATV operator for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of 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 rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 49

CABLE TELEVISION ATTACHMENT – RATE 5

EASEMENTS AND RIGHTS-OF-WAY:

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.

MAINTENANCE OF POLES, ATTACHEMNTS 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.

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 shall pay the Cooperative the cost thereof.

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, obligation of liability assumed under the tariff.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.4

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 50

CABLE TELEVISION ATTACHMENT – RATE 5

MAINTENANCE OF POLES, ATTACHMENTS AND OPERAITON: (continued)

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 judgement, best enable it to fulfill its own service requirements. 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 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.

INSPECTIONS:

A. Periodic Inspections: Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due, had the installation been made the day after the last previously required inspection.

B. Make-Ready Inspection: 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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.5

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 51

CABLE TELEVISION ATTACHMENT – RATE 5

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 any alleged joint negligence of the Cooperative. The Cooperative shall be liable for sole active negligence.

B. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

1. Protection for its employees to the extent required by Workmen’s Compensation Law of Kentucky.
2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contact to a minimum amount of \$100,000.00 for each person and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident of property damage.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.6

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 52

CABLE TELEVISION ATTACHMENT – RATE 5

INSURANCE OR BOND: (continued)

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 Shelby Energy Cooperative, Inc., 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 canceled for any cause without thirty (30) days advance notice being first given to Shelby Energy Cooperative, Inc.”

CHANGE OF USE PROVISION:

When the Cooperative subsequently requires a change in its poles or attachment for reason unrelated to the CATV 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 change of CATV attachments.

DATE OF ISSUE January 5, 2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.7

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 53

CABLE TELEVISION ATTACHMENT – RATE 5

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 thereupon 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 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.

RIGHTS OF OTHERS:

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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.8

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 54

CABLE TELEVISION ATTACHMENT – RATE 5

PAYMENT OF TAXES:

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied 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 paid by the CATV operator.

BOND OR DEPOSITOR PERFORMANCE:

A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-five thousand dollars (\$25,000.00), until such time as the CATV operator shall occupy twenty-five hundred (2,500) 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 (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 and without being liable for any damage to 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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 303
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 303

OFF-PEAK RETAIL MARKETING (ETS) - RATE 9

AVAILABILITY OF SERVICE:

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



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

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

Rates

The energy rate for this program is as listed below:

All kWh \$ 0.05877 (R)

DATE OF ISSUE	January 10, 2020 MONTH/DATE/YEAR	KENTUCKY PUBLIC SERVICE COMMISSION Kent A. Chandler Executive Director  EFFECTIVE 2/1/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
DATE EFFECTIVE	February 1, 2020 MONTH/DATE/YEAR	
ISSUED BY	 SIGNATURE OF OFFICER	
TITLE	President & CEO	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. <u>2019-00008</u> DATED <u>December 26, 2019</u>		

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 303.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 16

OFF-PEAK RETAIL MARKETING RATE (ETS)

TERMS OF PAYMENT:

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

FUEL ADJUSTMENT CHARGE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/5/2016

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

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 304
NAME OF UTILITY Shelby Energy Cooperative, Inc.
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 304

GENERAL SERVICE – RATE 11

AVAILABILITY:

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

TYPE OF SERVICE:

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

RATES:

Consumer Facility Charge per Month:			
Single Phase Service		\$ 18.00	
Three Phase Service		\$ 40.00	
 Energy Charge per kWh		\$ 0.08904	(R)

MINIMUM MONTHLY CHARGE:

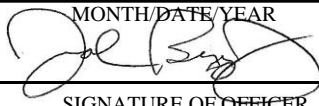
The minimum monthly charge under this schedule shall be the consumer facility charge. Where it is necessary to extend or reinforce existing facilities, the minimum charge may be increased to assure adequate compensation for added facilities.

TERMS OF PAYMENT:

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


FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR
DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR
ISSUED BY 
SIGNATURE OF OFFICER
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 304.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 304.1

GENERAL SERVICE – RATE 11

FUEL ADJUSTMENT CLAUSE:

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

SPECIAL RULES:

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

TEMPORARY SERVICE:

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

SPECIAL PROVISIONS:

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

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

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

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

(N) ↓

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

DATE EFFECTIVE July 31, 2017
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 305
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 305

RESIDENTIAL SERVICE – RATE 12

AVAILABILITY:

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

TYPE OF SERVICE:

Single phase service for residential dwellings.

RATES:

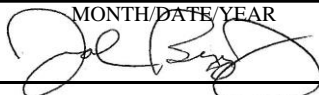
Consumer Facility Charge per Month \$ 15.00
Energy Charge per kWh \$ 0.08684 (R)

MINIMUM MONTHLY CHARGE:

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

TERMS OF PAYMENT:

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR
DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR
ISSUED BY 
SIGNATURE OF OFFICER
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Kent A. Chandler
Executive Director

**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 305.1

CANCELLING PSC KY NO. 5

Original SHEET NO. 106

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RESIDENTIAL SERVICE – RATE 12

FUEL ADJUSTMENT CLAUSE:

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

SPECIAL RULES:

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

TEMPORARY SERVICE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 306
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 306

PREPAY SERVICE – RATE 15

STANDARD RIDER:

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

AVAILABILITY:

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

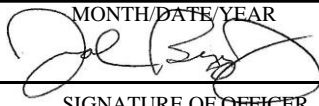
RATES:

Consumer Facility Charge per Day: \$ 0.50
Energy Charge per kWh: \$ 0.08684 (R)
Prepay Service Fee per Day: \$ 0.10

TERMS & CONDITIONS:

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

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR
DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR
ISSUED BY 
SIGNATURE OF OFFICER
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Kent A. Chandler
Executive Director

**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.1

PREPAY SERVICE – RATE 15

TERMS & CONDITIONS: (continued)

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Deborah J. Masten*
SIGNATURE OF OFFICER

TITLE President and CEO

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



FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.2

PREPAY SERVICE – RATE 15

TERMS & CONDITIONS: (continued)

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

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President and CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.3

PREPAY SERVICE – RATE 15

TERMS & CONDITIONS: (continued)

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Austin*
SIGNATURE OF OFFICER

TITLE President and CEO

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

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 307
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 307

OPTIONAL T-O-D DEMAND – RATE 22

AVAILABILITY:

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

TYPES OF SERVICE:

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

RATE:

Consumer Charge

\$ 45.92

Demand Charge

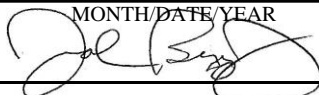
\$ 6.02 per month per KW of billing demand

Energy Charge

First	100 kWh per KW demand	\$ 0.06918 per kWh	(R)
Next	100 kWh per KW demand	\$ 0.06278 per kWh	(R)
All over	200 kWh per KW demand	\$ 0.05640 per kWh	(R)

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 40

OPTIONAL T-O-D DEMAND – RATE 22

DETERMINATION OF BILLING DEMAND

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 41

OPTIONAL T-O-D DEMAND – RATE 22

MINIMUM MONTHLY CHARGE:

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

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

SPECIAL PROVISIONS:

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

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

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

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

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 42

OPTIONAL T-O-D DEMAND – RATE 22

TERMS OF PAYMENT:

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

SPECIAL RULES:

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

TEMPORARY SERVICE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 308

CANCELLING PSC KY NO. 9

Original SHEET NO. 308

Shelby Energy Cooperative
(NAME OF UTILITY)

RENEWABLE ENERGY PROGRAM – RATE 24

STANDARD RIDER

This “Renewable Energy Program” is a rider to all current rate schedules. The purpose of this program is to provide retail members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates (“REC”). There are two options. Shelby Energy Cooperative, via its participation in East Kentucky Power Cooperative’s (EKPC) Renewable Energy Program (Envirowatts), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase Renewable Energy Certificates. Alternatively, the retail member, Shelby Energy Cooperative, and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member’s existing energy consumption.

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

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AVAILABILITY OF SERVICE

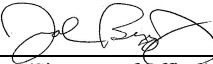
This rider is available to any retail members on any rate schedule.

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

DATE OF ISSUE April 10, 2020
Month / Date / Year

DATE EFFECTIVE May 11, 2020
Month / Date / Year

ISSUED BY 
(Signature of Officer)


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
5/11/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 308.1

CANCELLING PSC KY NO. 9

Original SHEET NO. 308.1

Shelby Energy Cooperative
(NAME OF UTILITY)

RENEWABLE ENERGY PROGRAM – RATE 24 (continued)

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

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ELIGIBILITY

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

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Under Option B, a retail member must execute an agreement with Shelby Energy Cooperative and EKPC to purchase, supply or secure a minimum renewable capacity of 1 MW. The maximum annual renewable energy under the agreement cannot exceed the participating retail member’s average annual consumption over the previous three (3) years. For new businesses with no usage history, the maximum annual renewable energy under the contract will be estimated. The type of renewable energy will be determined by the retail member. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

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RATE

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


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

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DATE OF ISSUE April 10, 2020
Month / Date / Year

DATE EFFECTIVE May 11, 2020
Month / Date / Year

ISSUED BY 
(Signature of Officer)


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Executive Director



EFFECTIVE
5/11/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 308.2

Shelby Energy Cooperative
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RENEWABLE ENERGY PROGRAM – RATE 24 (continued)

BILLING AND MINIMUM CHARGE

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

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

TERMS OF SERVICE AND PAYMENT

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

DATE OF ISSUE April 10, 2020

Month / Date / Year

DATE EFFECTIVE May 11, 2020

Month / Date / Year


ISSUED BY _____


(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director

EFFECTIVE 5/11/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
 PSC KY NO 9
2nd Revised SHEET NO. 309
 CANCELLING PSC KY NO. 9
1st Revised SHEET NO. 309

Shelby Energy Cooperative, Inc.
 NAME OF UTILITY

SPECIAL OUTDOOR LIGHTING SERVICE – RATE 33

AVAILABILITY OF SERVICE:

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

TYPE OF SERVICE:

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

RATES

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

- The Energy Rate for each type of lamp shall be \$ 0.05632 per kWh (R)
 as determined by the following formula:

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

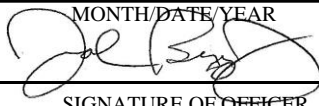
- Facilities Charge – The books of the Cooperative shall accurately reflect the Cooperative’s total investment in facilities for each individual, agency or organization receiving service under this tariff. The monthly facilities charge shall be 1.4027 percent of the total investment in these special facilities.

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 10, 2020
 MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
 MONTH/DATE/YEAR


ISSUED BY 
 SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
 CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**

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

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 310
NAME OF UTILITY Shelby Energy Cooperative, Inc.
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 310

LARGE INDUSTRIAL RATE – SCHEDULE B1

AVAILABILITY:

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

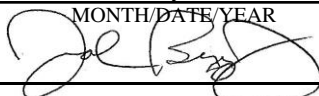
RATES:

Consumer Facility Charge per Month	\$ 614.28	
Demand Charge per kW of Contract Demand	\$ 7.17	
Demand Charge per kW in Excess of Contract Demand	\$ 9.98	
Energy Charge per kWh	\$ 0.04826	(R)

BILLING DEMAND:


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

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

DATE OF ISSUE	January 10, 2020 MONTH/DATE/YEAR
DATE EFFECTIVE	February 1, 2020 MONTH/DATE/YEAR
ISSUED BY	 SIGNATURE OF OFFICER
TITLE	President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN	
CASE NO. <u>2019-00008</u>	DATED <u>December 26, 2019</u>

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Executive Director



EFFECTIVE
2/1/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 310.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 18

LARGE INDUSTRIAL RATE – SCHEDULE B1

MINIMUM MONTHLY CHARGE:

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 310.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 310.2

LARGE INDUSTRIAL RATE – SCHEDULE B1

SPECIAL PROVISIONS:

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

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

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

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

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TERMS OF PAYMENT:

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

TEMPORARY SERVICE:

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

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

DATE EFFECTIVE July 31, 2017
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 311
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 311

LARGE INDUSTRIAL RATE – SCHEDULE B2

AVAILABILITY:

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

RATES:

Consumer Facility Charge per Month	\$1,227.41	
Demand Charge per kW of Contract Demand	\$ 7.17	
Demand Charge per kW in Excess of Contract Demand	\$ 9.98	
Energy Charge per kWh	\$ 0.04196	(R)

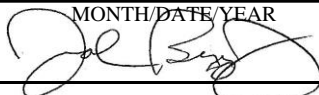
BILLING DEMAND:

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

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 311.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 21

LARGE INDUSTRIAL RATE – SCHEDULE B2

MINIMUM MONTHLY CHARGE:

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 311.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 311.2

LARGE INDUSTRIAL RATE – SCHEDULE B2

SPECIAL PROVISIONS:

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

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, poles lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
3. **Primary Service** – If service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The Seller shall have the option of metering at secondary voltage.

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TERMS OF PAYMENT:

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

TEMPORARY SERVICE:

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

DATE OF ISSUE August 4, 2017
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DATE EFFECTIVE July 31, 2017
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TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 312
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 312

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

LARGE INDUSTRIAL RATE – SCHEDULE B3

AVAILABILITY:

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

RATES:

Consumer Facility Charge per Month		
Transformer Size of 10,000 – 14,999 kVa	\$ 3,421.59	
Transformer Size of 15,000 kVa and greater	\$ 5,430.92	
Demand Charges per kW of Contract Demand	\$ 7.17	
Demand Charge per kW in Excess of Contract Demand	\$ 9.98	
Energy Charge per kWh	\$ 0.04136	(R)

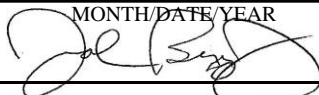
BILLING DEMAND:

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

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 312.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 24

LARGE INDUSTRIAL RATE – SCHEDULE B3

MINIMUM MONTHLY CHARGE:

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 312.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 312.2

LARGE INDUSTRIAL RATE – SCHEDULE B3

SPECIAL PROVISIONS:

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

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

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

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

(N)
↓

TERMS OF PAYMENT:

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

TEMPORARY SERVICE:

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

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

DATE EFFECTIVE July 31, 2017
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 313
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 313

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

LARGE INDUSTRIAL RATE – SCHEDULE C1

AVAILABILITY:

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

RATES:

Consumer Facility Charge per Month	\$ 614.28	
Demand Charge per KW of Billing Demand	\$ 7.17	
Energy Charge per kWh	\$ 0.04826	(R)

BILLING DEMAND:

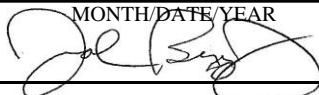
The monthly billing demand shall be the greater of (a) or (b) listed below:

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

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 313.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 27

LARGE INDUSTRIAL RATE – SCHEDULE C1

MINIMUM MONTHLY CHARGE:

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

SPECIAL PROVISIONS:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 313.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 313.2

LARGE INDUSTRIAL RATE – SCHEDULE C1

SPECIAL PROVISIONS: (continued)

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

- 2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- 3. Primary Service – If service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The Seller shall have the option of metering at secondary voltage.

(N)
↓

TERMS OF PAYMENT:

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

TEMPORARY SERVICE:

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

DATE OF ISSUE August 4, 2017

MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2016-00434 DATED July 31, 2017

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 314
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 314

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

LARGE INDUSTRIAL RATE – SCHEDULE C2

AVAILABILITY:

Applicable to contracts with demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract billing demand. These contracts will be two “two-party” contracts with the first one being between the Seller and the Cooperative association and the second one being between Seller and the ultimate consumer.

RATES:

Consumer Facility Charge per Month	\$1,227.41	
Demand Charge per KW of Billing Demand	\$ 7.17	
Energy Charge per kWh	\$ 0.04196	(R)

BILLING DEMAND:

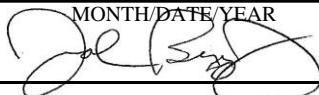
The monthly billing demand shall be the greater of (a) or (b) listed below:

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

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR


ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 314.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 30

LARGE INDUSTRIAL RATE – SCHEDULE C2

MINIMUM MONTHLY CHARGE:

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

SPECIAL PROVISIONS:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 314.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 314.2

LARGE INDUSTRIAL RATE – SCHEDULE C2

SPECIAL PROVISIONS: (continued)

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

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

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

(N)
↓

TERMS OF PAYMENT:

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

TEMPORARY SERVICE:

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

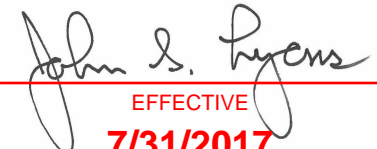
DATE OF ISSUE August 4, 2017
MONTH / DATE / YEAR

DATE EFFECTIVE July 31, 2017
MONTH / DATE / YEAR

ISSUED BY *Delma J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

FOR All Territory Served
 PSC KY NO 9
3rd Revised SHEET NO. 315
 CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 315

Shelby Energy Cooperative, Inc.
 NAME OF UTILITY

LARGE INDUSTRIAL RATE – SCHEDULE C3

AVAILABILITY:

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

RATES:

Consumer Facility Charge per Month		
Transformer Size of 10,000 – 14,999 kVa		\$3,421.59
Transformer Size of 15,000 kVa and greater		\$5,430.92
Demand Charge per kW		\$ 7.17
Energy Charge per kWh		\$ 0.04136 (R)

BILLING DEMAND:


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

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

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

DATE OF ISSUE January 10, 2020
 MONTH/DATE/YEAR

DATE EFFECTIVE February 1, 2020
 MONTH/DATE/YEAR

ISSUED BY 
 SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
 CASE NO. 2019-00008 DATED December 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
2/1/2020**

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 315.1

CANCELLING PSC KY NO. 5

3rd Revised SHEET NO. 33

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE C3

MINIMUM MONTHLY CHARGE:

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

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

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

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

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 315.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 315.2

LARGE INDUSTRIAL RATE – SCHEDULE C3

SPECIAL PROVISIONS:

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

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

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

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

(N)
↓

TERMS OF PAYMENT:

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

TEMPORARY SERVICE:

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

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

DATE EFFECTIVE July 31, 2017
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR

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

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 316 (D)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 316 (D)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

**Cogeneration and Small Power Production
Power Purchase Rate Schedule Equal To or Less Than
100 kW from Dispatchable Generation Sources**

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 Shelby Energy Cooperative, Inc. 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 - \$8.31 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC.
2. Energy – A base payment per kWh is listed below for a time-differentiated basis or a non-time differentiated basis for the specified years. These rates include a market administration fee of \$0.00018 per kWh to cover EKPC’s market participation costs.

a. Time Differentiated Rates:

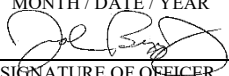
Year	Winter		Summer	
	On-Peak	Off-Peak	On-Peak	Off-Peak
2019	\$0.03743	\$0.02935	\$0.03836	\$0.02369
2020	\$0.03645	\$0.02849	\$0.03686	\$0.02247
2021	\$0.03516	\$0.02735	\$0.03519	\$0.02170
2022	\$0.03402	\$0.02633	\$0.03415	\$0.02097
2023	\$0.03402	\$0.02627	\$0.03362	\$0.02063

b. Non-Time Differentiated Rates:

Year	2019	2020	2021	2022	2023*
Rate	\$0.03201	\$0.03091	\$0.02970	\$0.02871	\$0.02851*

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE June 22, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
6/22/2019**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 316.1 (D)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 316.1 (D)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

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

The on-peak and off-peak energy rates are applicable during the hours listed below for each season:


	On-Peak	Off-Peak
Winter (October - April)	7:00 a.m. - 12:00 noon	12:00 noon - 5:00 p.m.
	5:00 p.m. - 10:00 p.m.	10:00 p.m. - 7:00 a.m.
Summer (May - September)	10:00 a.m. - 10:00 p.m.	10:00 p.m. - 10:00 a.m.

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 Shelby Energy Cooperative, Inc.
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 Shelby Energy Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. QF shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
7. Initial contract term shall be for a minimum of 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.

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE June 22, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
6/22/2019**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 316.2 (D)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 316.2 (D)

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.

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE June 22, 2019
MONTH / DATE / YEAR

ISSUED BY
SIGNATURE OF OFFICER

TITLE President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director
EFFECTIVE 6/22/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ All Territory Served _____

PSC KY NO. _____ 9 _____

2nd Revised _____ SHEET NO. 316 (ND) _____

CANCELLING PSC KY NO. _____ 9 _____

1st Revised _____ SHEET NO. 316 (ND) _____

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

**Cogeneration and Small Power Production Power Purchase
Rate Schedule 100 kW or Less from Non-Dispatchable Generation Sources**

Availability

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

Rates

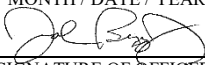
QF will be credited monthly for the electric power produced non-dispatchable generation facilities at the value of the real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day. These payments will be offset by a market administration fee of \$0.00018 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 Shelby Energy Cooperative, Inc.
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 Shelby Energy Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. QF shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00.
 - b. Property Damage - \$500,000.00
7. Initial contract term shall be for a minimum of five years.
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.

DATE OF ISSUE _____ May 23, 2019 _____
MONTH / DATE / YEAR

DATE EFFECTIVE _____ June 22, 2019 _____
MONTH / DATE / YEAR

ISSUED BY _____  _____
SIGNATURE OF OFFICER

TITLE _____ President & CEO _____

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 6/22/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 316.1 (ND)

CANCELLING PSC KY NO. 9

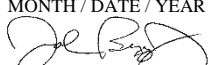
1st Revised SHEET NO. 316.1 (ND)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)


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.

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE June 22, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
EFFECTIVE 6/22/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 317 (D)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 317 (D)

Cogeneration and Small Power Production
Power Purchase Rate Schedule Over
100 kW from Dispatchable Generation Sources

Availability

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW which have executed a contract with EKPC and Shelby Energy Cooperative, Inc. 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.

Rates

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

1. Capacity - \$8.31 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC.
2. Energy – A base payment per kWh is listed below for a time-differentiated basis or a non-time differentiated basis for the specified years. These rates include a market administration fee of \$0.00018 per kWh to cover EKPC's market participation costs.

a. Time Differentiated Rates:

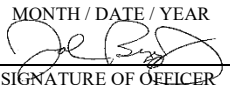
Year	Winter		Summer	
	On-Peak	Off-Peak	On-Peak	Off-Peak
2019	\$0.03743	\$0.02935	\$0.03836	\$0.02369
2020	\$0.03645	\$0.02849	\$0.03686	\$0.02247
2021	\$0.03516	\$0.02735	\$0.03519	\$0.02170
2022	\$0.03402	\$0.02633	\$0.03415	\$0.02097
2023	\$0.03402	\$0.02627	\$0.03362	\$0.02063

b. Non-Time Differentiated Rates:

Year	2019	2020	2021	2022	2023*
Rate	\$0.03201	\$0.03091	\$0.02970	\$0.02871	\$0.02851*

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TITLE President & CEO

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Gwen R. Pinson
Executive Director



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

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FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 317.1 (D)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 317.1 (D)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

Over 100 kW from Dispatchable Generation Sources (continued)

The on-peak and off-peak energy rates are applicable during the hours listed below for each season:

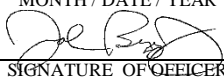
	On-Peak	Off-Peak
Winter (October - April)	7:00 a.m. - 12:00 noon 5:00 p.m. - 10:00 p.m.	12:00 noon - 5:00 p.m. 10:00 p.m. - 7:00 a.m.
Summer (May - September)	10:00 a.m. - 10:00 p.m.	10:00 p.m. - 10:00 a.m.

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 Qualifying Facility ("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 Shelby Energy Cooperative, Inc.
5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
6. QF shall reimburse EKPC and Shelby Energy Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
7. QF shall obtain insurance in the following minimum amounts for each occurrence:

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TITLE President & CEO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



EFFECTIVE
6/22/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 317.2 (D)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 317.2 (D)

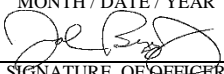
Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

Over 100 kW from Dispatchable Generation Sources (continued)

- 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.

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE June 22, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
EFFECTIVE 6/22/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 317 (ND)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 317 (ND)

**Cogeneration and Small Power Production Power Purchase
Rate Schedule Over 100 kW from Non-Dispatchable Generation Sources**

Availability

Available only to qualified cogeneration or small power production facilities that are not able to be dispatched by ("EKPC") which have executed a contract with EKPC and Shelby Energy Cooperative, Inc. for the purchase of electric power by EKPC. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 20 MW.

Rates

QF will be credited monthly for the electric power produced non-dispatchable generation facilities at the value of the real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day. These payments will be offset by a market administration fee of \$0.00018 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 Shelby Energy Cooperative, Inc.
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 its member cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR

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MONTH / DATE / YEAR

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TITLE President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 6/22/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

2nd Revised SHEET NO. 317.1 (ND)

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9


1st Revised SHEET NO. 317.1 (ND)

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


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. 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.

DATE OF ISSUE May 23, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE June 22, 2019
MONTH / DATE / YEAR

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TITLE President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
EFFECTIVE 6/22/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.0

ECONONMIC DEVELOPMENT RIDER

APPLICABILITY

The Economic Development Rider (“EDR”) is available in all the service territory served by Shelby Energy Cooperative, Inc. (“Shelby Energy”).

AVAILABILITY

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

ECONOMIC DEVELOPMENT

Service under EDR is available to:

- 1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an “Enhanced Incentive County”, then the minimum average monthly billing load will be 250 kW over a 12 month period.
- 2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load (“ED Base Load”). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an “Enhanced Incentive County”, then the minimum average monthly billing load increase will be 250 kW over a 12 month period. The ED Base load will be determined as follows:

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.1

ECONONMIC DEVELOPMENT RIDER

Service under EDR is available to: (continued)

- a. The existing customer’s ED Base Load will be determined by averaging the customer’s previous three years’ monthly billing loads. EKPC, Shelby Energy and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.
 - b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load’s value is established, it will not be subject to variation or eligible for service under the EDR.
 - c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer’s ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, Shelby Energy and the customer concerning the affected portion of the customer’s ED Base Load.
- 3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer-specific meter installation shall be recovered from the customer.
- 4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
- a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
 - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6th of the remaining months of the discount period.

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

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TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.2

ECONONMIC DEVELOPMENT RIDER

Service under EDR is available to: (continued)

- c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
- 5) A customer desiring service under the EDR must submit an application for service that includes:
- a. A description of the new load to be served;
 - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and
 - c. The capital investment the customer anticipates making associated with the EDR load.
- 6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

RATE

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

DATE OF ISSUE January 5, 2016

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MONTH / DATE / YEAR

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SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.3

ECONONMIC DEVELOPMENT RIDER

RATE (continued)

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

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

TERMS AND CONDITIONS

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

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

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TITLE President and CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.4

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.4

ECONONMIC DEVELOPMENT RIDER

TERMS AND CONDITIONS (continued)

or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

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

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

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TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 319

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 319

RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE

AVAILABILITY:

In all of the Company's service territory.

APPLICABILITY:

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

RATE:

$CES(m) = ES(m)$

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

For all rate schedules excluding those whose retail rates are based upon EKPC's Rate B,C,G, or special contract rates: N
N

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

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

DATE OF ISSUE 12/20/2019
MONTH / DATE / YEAR

DATE EFFECTIVE 06/02/2020
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00380 DATE 06/02/2020

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 319.1

CANCELLING PSC KY NO. 9

Original SHEET NO. 319.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE

RATE: (continued)

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

(Over)/Under Recovery =

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

BILLING

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

DATE OF ISSUE 12/20/2019
MONTH / DATE / YEAR

DATE EFFECTIVE 06/02/2020
MONTH / DATE / YEAR

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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00380 DATE 06/02/2020

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 319

CANCELLING PSC KY NO. 9

Original SHEET NO. 319

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE

AVAILABILITY:

In all of the Company's service territory.

APPLICABILITY:

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

RATE:

$CES(m) = ES(m)$

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

For all rate schedules excluding those whose retail rates are based upon EKPC's Rate B,C,G, or special contract rates:

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

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where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

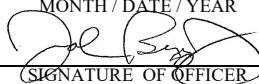
DATE OF ISSUE December 20, 2019

MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2020

MONTH / DATE / YEAR

ISSUED BY _____



(SIGNATURE OF OFFICER)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00380 DATE _____

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 319.1

CANCELLING PSC KY NO. 9

Original SHEET NO. 319.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE

RATE: (continued)

For all rate schedules whose retail rates are based upon EKPC's Rate B, C, G or special contract rates: ES(m) = Direct pass-through of the wholes sale environmental surcharge amount as billed by EKPC. **T
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(Over)/Under Recovery =

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

BILLING

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

DATE OF ISSUE December 20, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE April 1, 2020
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00380 DATE _____

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

3rd Revised SHEET NO. 35

INTERRUPTIBLE SERVICE

STANDARD RIDER

This Interruptible Rate is a rider to Rate Schedule(s) 2, 22, B1, B2, B3, C1, C2, and C3.

APPLICABLE

In all territory served by the Cooperative

AVAILABILITY OF SERVICE

This schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below.

MONTHLY RATE

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

Annual Hours of Interruption

<u>Notice Minutes</u>	<u>200</u>	<u>300</u>	<u>400</u>
30	\$4.20	\$4.90	\$5.60

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.1

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 36

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

INTERRUPTIBLE SERVICE

DETERMINATION OF MEASURED LOAD – BILLING DEMAND

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

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
November through April	6:00 a.m. to 9:00 p.m.
May through October	10:00 a.m. to 10:00 p.m.

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

CONDITIONS OF SERVICE FOR MEMBER CONTRACT

1. The member will, upon notification by the Cooperative, reduce his/her load being supplied by the Cooperative to the minimum billing demand specified by the contract.
2. The Cooperative will endeavor to provide the member with as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period contracted.
3. Service will be furnished under the Cooperative’s “Rules and Regulations” except as set out herein and/or provisions agreed to by written contract.

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 37

INTERRUPTIBLE SERVICE

CONDITIONS OF SERVICE FOR MEMBER CONTRACT (continued)

4. No responsibility of any kind shall attach the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the member's premises, required for interruptible service.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.
7. The Fuel Adjustment Clause, as specified in the prevailing rate schedule is applicable.
8. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the member.

CALCULATION OF MONTHLY BILL

The monthly bill is calculated on the following basis:

- A. Sum of customer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate, plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, plus
- D. Energy in kWh multiplied by the energy rate.

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.3

CANCELLING PSC KY NO. 5

2nd Revised SHEET NO. 38

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

INTERRUPTIBLE SERVICE

NUMBER AND DURATION OF INTERRUPTIONS

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

CHARGE FOR FAILURE TO INTERRUPT

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

1st Revised SHEET NO. 321

CANCELLING P.S.C. KY. NO. 9

Original SHEET NO. 321

Shelby Energy Cooperative, Inc.
(Name of Utility)

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Shelby Energy Cooperative’s service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Shelby Energy Cooperative’s single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Shelby Energy Cooperative’s obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Shelby Energy Cooperative with a generating facility that:

- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than forty-five (45) kilowatts;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Shelby Energy Cooperative’s electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

I


At its sole discretion, Shelby Energy Cooperative may provide Net Metering to other member- generators not meeting all the conditions listed above on a case-by-case basis.

METERING

Shelby Energy Cooperative shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the Shelby Energy Cooperative’s Commission approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Shelby Energy Cooperative using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Shelby Energy Cooperative to the member-generator and from the member-generator to Shelby Energy Cooperative with each directional energy flow recorded independently. If time-of-day or time-of-use

DATE OF ISSUE December 11, 2019
Month / Date / Year

DATE EFFECTIVE January 1, 2020
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00440 DATED December 9, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

**EFFECTIVE
1/1/2020**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
 Community, Town or City

P.S.C. KY. NO. 9

 Original SHEET NO. 321.1

 Shelby Energy Cooperative, Inc.
 (Name of Utility)

CANCELLING P.S.C. KY. NO. 5

 Original SHEET NO. 97

RATES SCHEDULE NM—NET METERING

METERING (continued)

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

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

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

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

Net Metering Credits are not transferable between members or locations.

DATE OF ISSUE January 5, 2016
 Month / Date / Year

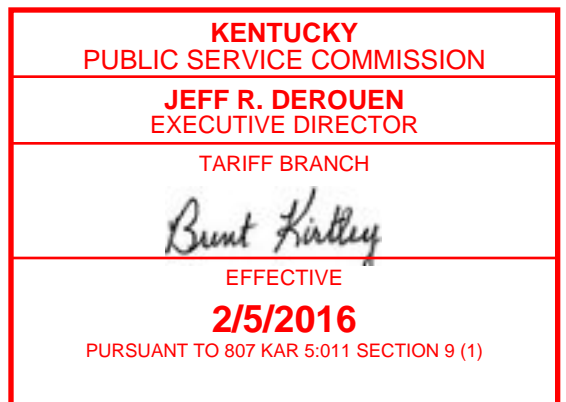
DATE EFFECTIVE February 5, 2016
 Month / Date / Year

ISSUED BY *Debra J. Martin*
 (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED



FOR
All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

 Original SHEET NO. 321.2

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

 Original SHEET NO. 98

RATES SCHEDULE NM—NET METERING

APPLICATION AND APPROVAL PROCESS

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

Applications will be submitted by the Member and reviewed and processed by Shelby Energy Cooperative according to either Level 1 or Level 2 processes defined in this tariff.

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

Members may contact Shelby Energy Cooperative to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Shelby Energy Cooperative'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).

Shelby Energy Cooperative will approve the Level 1 Application if the generating facility also meets all of the following conditions:

DATE OF ISSUE
January 5, 2016
Month / Date / Year

DATE EFFECTIVE
February 5, 2016
Month / Date / Year

ISSUED BY
Debra J. Martin
(Signature of Officer)

TITLE
President & CEO

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

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.3

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 99


RATES SCHEDULE NM—NET METERING

LEVEL 1 (continued)

- 1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary Shelby Energy Cooperative distribution lines, the generator shall appear as a phase-to-phase connection at the primary Shelby Energy Cooperative distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Shelby Energy Cooperative distribution lines, the generator shall appear to the primary Shelby Energy Cooperative distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Shelby Energy Cooperative does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by Shelby Energy Cooperative on its own system will be required to accommodate the generating facility.

DATE OF ISSUE January 5, 2016
Month / Date / Year

DATE EFFECTIVE February 5, 2016
Month / Date / Year

ISSUED BY 
(Signature of Officer)

TITLE President & CEO

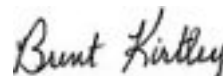
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

2/5/2016

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.4

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 100

RATES SCHEDULE NM—NET METERING

LEVEL 1 (continued)

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

Shelby Energy Cooperative shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, Shelby Energy Cooperative shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, Shelby Energy Cooperative will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by Shelby Energy Cooperative. Shelby Energy Cooperative's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Shelby Energy Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Shelby Energy Cooperative to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Shelby Energy Cooperative and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Shelby Energy Cooperative expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Shelby Energy Cooperative approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Shelby Energy Cooperative.

If the Application is denied, Shelby Energy Cooperative will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.6

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 102

RATES SCHEDULE NM—NET METERING

LEVEL 2 (continued)

If the Application lacks complete information, Shelby Energy Cooperative shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to Shelby Energy Cooperative’s distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Shelby Energy Cooperative and all necessary conditions stipulated in the agreement are met.

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by Shelby Energy Cooperative for Level 1 Applications.

Shelby Energy Cooperative requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event Shelby Energy Cooperative determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. Shelby Energy Cooperative shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.8

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 104

RATES SCHEDULE NM—NET METERING

TERMS AND CONDITIONS FOR INTERCONNECTION (continued)

- 4) Any changes or additions to Shelby Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Shelby Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.
- 5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Shelby Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Shelby Energy Cooperative's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Shelby Energy Cooperative to any of its other members or to any electric system interconnected with Shelby Energy Cooperative's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Shelby Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Shelby Energy Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Shelby Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Shelby Energy Cooperative.
- 7) After initial installation, Shelby Energy Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Shelby Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.9

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 105

RATES SCHEDULE NM—NET METERING

TERMS AND CONDITIONS FOR INTERCONNECTION (continued)

- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Shelby Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Shelby Energy Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Shelby Energy Cooperative personnel at all times. Shelby Energy Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Shelby Energy Cooperative's safety and operating protocols.

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

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.10

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 106

RATES SCHEDULE NM—NET METERING

TERMS AND CONDITIONS FOR INTERCONNECTION (continued)

10) The Member shall agree that, without the prior written permission from Shelby Energy Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

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

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

12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Shelby Energy Cooperative with proof of such insurance at the time that application is made for net metering.

13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Shelby Energy Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE _____ President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.11

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 107

RATES SCHEDULE NM—NET METERING

TERMS AND CONDITIONS FOR INTERCONNECTION (continued)

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

15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Shelby Energy Cooperative at least sixty (60) days' written notice; (b) Shelby Energy Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Shelby Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Shelby Energy Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.13

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 109

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

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

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

Expected Start-up Date: _____

DATE OF ISSUE January 5, 2016

Month / Date / Year

DATE EFFECTIVE February 5, 2016

Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

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

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

 Original SHEET NO. 321.14

 Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

 Original SHEET NO. 110

TERMS AND CONDITIONS:

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

DATE OF ISSUE January 5, 2016
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Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

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

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.15

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 111

- 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 Shelby Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Shelby Energy Cooperative's electric system, 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 Shelby Energy Cooperative's to any of its other members or to any electric system interconnected with Shelby Energy Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Shelby Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Shelby Energy Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Shelby Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Shelby Energy Cooperative.
- 7) After initial installation, Shelby Energy Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Shelby Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Shelby Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Shelby Energy Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legible

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Month / Date / Year

ISSUED BY *Debra F. Martin*
(Signature of Officer)

TITLE President & CEO

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IN CASE NO. _____ DATED _____

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.16

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 112

Shelby Energy Cooperative, Inc.
(Name of Utility)

identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Shelby Energy Cooperative personnel at all times. Shelby Energy Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Shelby Energy Cooperative's safety and operating protocols.

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

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ISSUED BY *Debra J. Martin*

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.17

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 113

Shelby Energy Cooperative, Inc.
(Name of Utility)

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

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

12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Shelby Energy Cooperative with proof of such insurance at the time that application is made for net metering.

13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Shelby Energy Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

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

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DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.18

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 114

Shelby Energy Cooperative, Inc.
(Name of Utility)

15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Shelby Energy Cooperative at least sixty (60) days' written notice; (b) Shelby Energy Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Shelby Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Shelby Energy Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

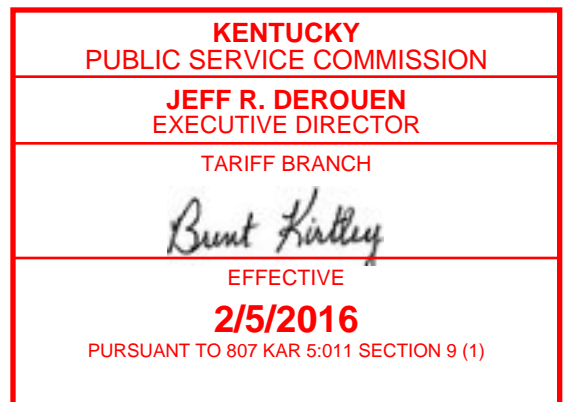
DATE OF ISSUE January 5, 2016
Month / Date / Year

DATE EFFECTIVE February 5, 2016
Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

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



FOR _____ All Territory Served _____
Community, Town or City

P.S.C. KY. NO. _____ 9 _____

Original SHEET NO. _____ 321.20 _____

CANCELLING P.S.C. KY. NO. _____ 5 _____

Original SHEET NO. _____ 116 _____

Shelby Energy Cooperative, Inc.
(Name of Utility)

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:

Shelby Energy Cooperative
620 Old Finchville Rd
Shelbyville, KY 40065

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

(502) 633-4420 or (800) 292-6585 or by e-mail at shelbyenergy@shelbyenergy.com

Member Name: _____ Account Number: _____

Member Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

Total Generating Capacity of Generating Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Hydro Biogas Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

DATE OF ISSUE January 5, 2016
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DATE EFFECTIVE February 5, 2016
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ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.21

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 117

1. Single-line diagram of the member's system showing all electrical equipment from the generator to the point of interconnection with the Cooperative's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: _____ Date: _____

DATE OF ISSUE January 5, 2016

Month / Date / Year

DATE EFFECTIVE February 5, 2016

Month / Date / Year

ISSUED BY _____

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.22

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 118

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

DATE OF ISSUE January 5, 2016
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Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

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

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.23

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 119

- 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 Shelby Energy Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Shelby Energy Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Shelby Energy Cooperative, the Member shall demonstrate generating facility compliance.


- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Shelby Energy Cooperative's rules, regulations, and Service Regulations as contained in Shelby Energy Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, the Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

- 4) Any changes or additions to Shelby Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Shelby Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.

- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Shelby Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Shelby Energy Cooperative's electric system, 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 Shelby Energy Cooperative to any of its other members or to any electric system interconnected with Shelby Energy Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Shelby Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably

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Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ 
(Signature of Officer)

TITLE _____ President & CEO

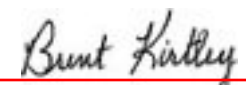
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE
2/5/2016
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FOR _____ All Territory Served
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P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.24

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 120

adequate service to its members.

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Shelby Energy Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Shelby Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Shelby Energy Cooperative.
- 7) After initial installation, Shelby Energy Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Shelby Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Shelby Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Shelby Energy Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Shelby Energy Cooperative personnel at all times. Shelby Energy Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Shelby Energy Cooperative's safety and operating protocols.

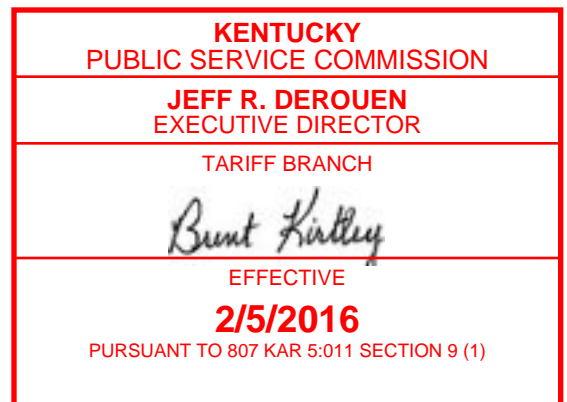
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DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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



FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.25

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 121

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

10) The Member shall agree that, without the prior written permission from Shelby Energy Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

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

DATE OF ISSUE January 5, 2016
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Month / Date / Year

ISSUED BY *Debra F. Martin*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.26

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 122

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

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

DATE OF ISSUE January 5, 2016
Month / Date / Year

DATE EFFECTIVE February 5, 2016
Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

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

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

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.27

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 123

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Shelby Energy Cooperative at least sixty (60) days' written notice; (b) Shelby Energy Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Shelby Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Shelby Energy Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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

COOPERATIVE NAME

MEMBER

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

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

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

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.28

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 124

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.

DATE OF ISSUE January 5, 2016
Month / Date / Year

DATE EFFECTIVE February 5, 2016
Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

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

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

Shelby Energy Cooperative, Inc.
NAME OF UTILITY

FOR All Territory Served
PSC KY NO 9
3rd Revised SHEET NO. 322
CANCELLING PSC KY NO. 9
2nd Revised SHEET NO. 322

LED Outdoor Lighting Facilities – RATE 3L

AVAILABILITY

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

TYPES OF SERVICE:

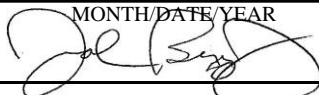
Cooperative will furnish, install, and maintain at no extra expense to the consumer, a light-emitting diode (LED) lighting unit, in accordance with the rate schedule and conditions of service below. The lighting unit shall be controlled by a photocell to energize the unit from dusk to dawn.

MONTHLY RATES:

Standard	Approximate Lumens	4,800-6,800	\$ 10.72	(R)
Decorative Colonial	Approximate Lumens	4,800-6,800	\$ 13.36	(R)
Cobra Head	Approximate Lumens	7,200-10,000	\$ 14.57	(R)
Directional Flood Light	Approximate Lumens	15,000-18,000	\$ 19.85	(R)

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

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

DATE OF ISSUE January 10, 2020
MONTH/DATE/YEAR
DATE EFFECTIVE February 1, 2020
MONTH/DATE/YEAR
ISSUED BY 
SIGNATURE OF OFFICER
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN
CASE NO. 2019-00008 DATED December 26, 2019

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director 
EFFECTIVE 2/1/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 322.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

LED Outdoor Lighting Facilities – RATE 3L

CONDITIONS OF SERVICE:

1. **Standard, Cobra Head and Directional Flood Lighting (Served Overhead)**

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

2. **Decorative Colonial (Served Underground)**

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

3. The Cooperative shall maintain the lighting unit at no additional cost to the consumer during normal work hours. Outages will be reported promptly by the consumer.

4. The lighting unit poles and related facilities shall remain the property of the Cooperative. The consumer shall be responsible for lighting unit replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal failure.

5. The Cooperative is granted the right of ingress and egress over the lands of the Landowner to and from the lines and equipment and have the right to do all trimming and removal of trees and branches which in the discretion of the Cooperative is necessary for safety or the proper clearance of the lines and equipment.

DATE OF ISSUE December 1, 2015
MONTH / DATE / YEAR

DATE EFFECTIVE January 1, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 322.2

CANCELLING PSC KY NO. 9

Original SHEET NO. 322.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LED Outdoor Lighting Facilities – RATE 3L

TERMS OF PAYMENT:

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

FUEL ADJUSTMENT CLAUSE:

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


DATE OF ISSUE May 19, 2020
MONTH / DATE / YEAR

DATE EFFECTIVE June 19, 2020
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

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

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director 
EFFECTIVE 6/19/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	402
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	402

DSM
BUTTON- UP WEATHERIZATION PROGRAM

PURPOSE

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

AVAILABILITY

This program is available in all service territories served by Shelby Energy Cooperative.

ELIGIBILITY

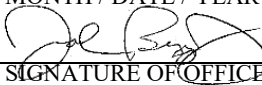
This program is targeted at older single-family, multi-family or manufactured dwellings. Eligibility requirements are:

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

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


DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	402.1
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	402.1

DSM
BUTTON- UP WEATHERIZATION PROGRAM (continued)

ELIGIBILITY (continued)

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

INCENTIVES

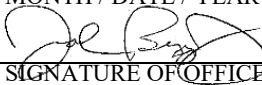
The Button Up incentive will pay a total payment of \$40 per thousand Btuh reduced to the retail member up to the maximum rebate incentive of \$750.

TERM

The program is an ongoing program.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	402.2
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	402.2

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR


ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



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

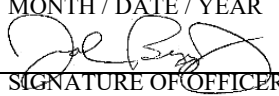
SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	402.3
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	402.3

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	403
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	403

DSM
HEAT PUMP RETROFIT PROGRAM

PURPOSE

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

AVAILABILITY

This program is available to residential members served by Shelby Energy Cooperative.

ELIGIBILITY

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

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

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised SHEET NO.		403.1
CANCELLING PSC KY NO.		9
1st Revised SHEET NO.		403.1

DSM
HEAT PUMP RETROFIT PROGRAM (continued)

INCENTIVES

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

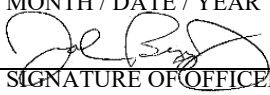
<u>EQUIPMENT TYPE</u>	<u>REBATE</u>
<u>Centrally Ducted Systems:</u>	
Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	\$500
Current ENERGY STAR® level equipment or greater	\$750
<u>Mini Split Systems:</u>	
Ducted or Ductless Mini-Splits ENERGY STAR® level equipment or greater	\$250

TERM

The program is an ongoing program.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	404
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	404

DSM
TOUCHSTONE ENERGY HOME

PURPOSE

In an effort to improve new residential home energy performance, Shelby Energy Cooperative has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is \geq 25-30 % more efficient than the Kentucky standard built home. The standard built new home in rural Kentucky typically receives a 105 on the Home Energy Rating System (“HERS”) Index.

AVAILABILITY

This program is available to residential members served by Shelby Energy Cooperative.

ELIGIBILITY

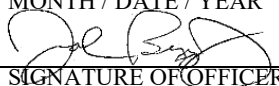
To qualify as a Touchstone Energy Home under Shelby Energy Cooperative program, the participating single-family home must be located in the service territory of Shelby Energy Cooperative and must meet the program guidelines following one of the two available paths of approval. Multi-family dwellings pre-approved by East Kentucky Power Cooperative, Inc. may be eligible.

Prescriptive Path:

- Home must meet each efficiency value as prescribed by Shelby Energy Cooperative.
- Home must receive pre-drywall inspection and complete Shelby Energy Cooperative’s pre-drywall checklist (contact an energy advisor at Shelby Energy Cooperative for a copy of the checklist).
- Home must receive a final inspection, pass a whole house air leakage test and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump > current ENERGY STAR® specifications for Seasonal Energy Efficiency Ratio “SEER” and Heating Season Performance Factor “HSPF” or Geothermal.
- Water Heater must be an electric storage tank water heater that is \geq current Energy and Water conservation standards established by the Federal Department of Energy and

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director



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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	404.1
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	404.1

DSM

TOUCHSTONE ENERGY HOME (continued)

ELIGIBILITY (continued)

Performance Path:

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

INCENTIVE

Shelby Energy Cooperative will provide an incentive of \$750 to residential members that build their new home to meet the requirements of either the Prescriptive or Performance Paths as listed above.

TERM

The program is an ongoing program.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director <i>Gwen R. Pinson</i>
EFFECTIVE 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

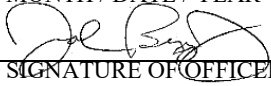
SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised	SHEET NO.	404.2
CANCELLING PSC KY NO.		9
1st Revised	SHEET NO.	404.2

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	405
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	405

DSM
DIRECT LOAD CONTROL PROGRAM- COMMERCIAL

PURPOSE

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

AVAILABILITY

The Direct Load Control Program is available to commercial members in the service territories of Shelby Energy Cooperative and will include the control of air conditioners and existing water heaters.

Availability may be denied where, in the judgment of Shelby Energy Cooperative, installation of the load control equipment is impractical.


ELIGIBILITY

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

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

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

2nd Revised SHEET NO. 405.1

CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 405.1

DSM

DIRECT LOAD CONTROL PROGRAM-COMMERCIAL (continued)

PROGRAM INCENTIVES

Shelby Energy Cooperative will provide an incentive to the participants in this program for the following appliances:

Air Conditioners and Heat Pumps: The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five (5) tons will receive \$20.00 per unit. Units over five (5) tons will receive an additional annual credit of \$4.00 per ton per unit. Shelby Energy Cooperative will reimburse the participating commercial-member at the applicable incentive credit or provide the incentive via other payment means including, but not limited to, a check. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.


Water Heaters: Shelby Energy Cooperative will provide the existing participating commercial-member \$10.00 per water heater annually or provide the incentive via other payment means including, but not limited to, a check. The participant will receive this credit regardless of whether the water heater is actually controlled.

TIME PERIOD FOR DIRECT LOAD CONTROL PROGRAM

Air Conditioners and Heat Pumps: A load control device will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. The member must have internet for communication. Utility of member supplied Wi-Fi enabled thermostat programs may also be available. Communication to the load control device or thermostat will be accomplished via AMR, AMI, or Wi-Fi or similar communication technologies.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



EFFECTIVE

3/2/2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	405.2
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	405.2

DSM

DIRECT LOAD CONTROL PROGRAM-COMMERCIAL (continued)

TIME PERIOD FOR DIRECT LOAD CONTROL PROGRAM (continued)

Air Conditioners and Heat Pumps (continued):

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

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


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

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

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

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised SHEET NO.		405.3
CANCELLING PSC KY NO.		9
1st Revised SHEET NO.		405.3

DSM
DIRECT LOAD CONTROL PROGRAM-COMMERCIAL (continued)

TERMS AND CONDITIONS

1. Prior to the installation of load control devices, Shelby Energy Cooperative may inspect the participant's electrical equipment to ensure good repair and working condition, but Shelby Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC on behalf of Shelby Energy Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or pump. The participant must allow Shelby Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Shelby Energy Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Shelby Energy Cooperative's option, result in discontinuance of credits under this tariff until such time as Shelby Energy Cooperative is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with air conditioning or heat pumps who join during the months of June through September will receive the bill credits annually.
4. If a participant decides to withdraw from the program, Shelby Energy Cooperative will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED
PSC KY NO. 9
2nd Revised SHEET NO. 406
CANCELLING PSC KY NO. 9
1st Revised SHEET NO. 406

DSM
DIRECT LOAD CONTROL PROGRAM- RESIDENTIAL

PURPOSE

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

AVAILABILITY

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


Availability may be denied where, in the judgment of Shelby Energy Cooperative, installation of the load control equipment is impractical.

ELIGIBILITY

To qualify for this Program, the new participant must be located in the service territory of Shelby Energy Cooperative and have:


- Central air conditioning or heat pump units with single-stage compressors.

The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff. The participant may either own or rent the residence where the qualifying appliances are located. The residence may be either a single-family structure or a multi-family apartment facility. The participant is responsible for obtaining the permission of the owner of the rented residence to participate in the load control program. Shelby Energy Cooperative may require that a rental property agreement be executed between Shelby Energy Cooperative and the owner of the rented residence.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR
DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR
ISSUED BY 
SIGNATURE OF OFFICER
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED
PSC KY NO. 9
2nd Revised SHEET NO. 406.1
CANCELLING PSC KY NO. 9
1st Revised SHEET NO. 406.1

DSM

DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

PROGRAM INCENTIVES

Shelby Energy Cooperative will provide an incentive to the participants in this program for the following appliances:

Water Heaters: Shelby Energy Cooperative will provide the existing participating residential member \$10.00 per water heater annually or provide the incentive via other payment means including, but not limited to, a check. The existing participant will receive this credit regardless of whether the water heater is actually controlled.

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

Alternative One: For each direct load control switch, Shelby Energy Cooperative will provide the participating residential member \$20.00 bill credit annually or provide the incentive via other payment means including, but not limited to, a check per air conditioner or heat pump.

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

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR
DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR
ISSUED BY [Signature]
SIGNATURE OF OFFICER
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
2nd Revised SHEET NO.	406.2
CANCELLING PSC KY NO.	9
1st Revised SHEET NO.	406.2

DSM

DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

PROGRAM INCENTIVES (continued)

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

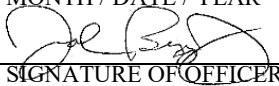
When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the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

PROGRAM SPECIAL INCENTIVES

Shelby Energy Cooperative will provide a special incentive up to \$25.00 for new participants that install a load control switch on qualifying air conditioners and heat pumps, utility supplied Wi-Fi enabled thermostat or retail member supplied Wi-Fi enabled thermostat. This one-time incentive will be in the form of a bill credit on the electric bill following the switch installation or provided via other payment means including, but not limited to, a check.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED
PSC KY NO. 9
2nd Revised SHEET NO. 406.3
CANCELLING PSC KY NO. 9
1st Revised SHEET NO. 406.3

DSM

DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

TIME PERIODS FOR DIRECT LOAD CONTROL PROGRAM

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

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

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

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

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

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

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED		
PSC KY NO.		9
2nd Revised	SHEET NO.	406.4
CANCELLING PSC KY NO.		9
1st Revised	SHEET NO.	406.4

DSM

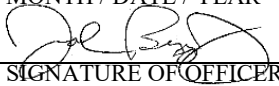
DIRECT LOAD CONTROL PROGRAM-RESIDENTIAL (continued)

TERMS AND CONDITIONS

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

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED

PSC KY NO. 9

2nd Revised SHEET NO. 406.5


CANCELLING PSC KY NO. 9

1st Revised SHEET NO. 406.5

RESERVED FOR FUTURE USE

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 409

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409

SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

PURPOSE

Shelby Energy Cooperative’s Community Assistance Resources for Energy Savings (“CARES”) program provides an incentive to enhance the weatherization and energy efficiency services provided to its retail members (“end-use member”) by the Kentucky Community Action Agency (“CAA”) network of not-for-profit community action agencies. On behalf of the end-use member, Shelby Energy Cooperative will pass along an East Kentucky Power Cooperative, Inc. (“EKPC”)–provided incentive to the CAA. Shelby Energy Cooperative’s program has two primary objectives. First, the EKPC-provided incentive, passed along by Shelby Energy Cooperative 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 Shelby Energy Cooperative.

ELIGIBILITY

HOMEOWNER QUALIFICATIONS

- A participant must be an end-use member of Shelby Energy Cooperative.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of 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.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 409.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.1

SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

HOMEOWNER QUALIFICATIONS (continued)

- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:

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

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

PAYMENTS

HEAT PUMP ELIGIBLE HOMES

Shelby Energy Cooperative will pass along an EKPC-provided incentive to the CAA 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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 409.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.2

SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

- HEAT PUMP: (continued)

a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.

- WEATHERIZATION IMPROVEMENTS:

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

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

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

HEAT PUMP INELIGIBLE HOMES

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

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 409.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.3

SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

• WEATHERIZATION IMPROVEMENTS:

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

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

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

TERM

The program is an ongoing program.

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

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Delma J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

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

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
1st Revised SHEET NO.	410
CANCELLING PSC KY NO.	9
ORIGINAL SHEET NO.	410

DSM
ENERGY STAR® MANUFACTURED HOME PROGRAM

PURPOSE

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

AVAILABILITY

This program is available to residential members served by Shelby Energy Cooperative.


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® 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 Shelby Energy Cooperative.
- Participants in the ENERGY STAR Manufactured Home Program are not eligible for participation in the Heat Pump Retrofit Program.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

SHELBY ENERGY COOPERATIVE
(NAME OF UTILITY)

FOR: ALL TERRITORY SERVED	
PSC KY NO.	9
1st Revised SHEET NO.	410.1
CANCELLING PSC KY NO.	9
ORIGINAL SHEET NO.	410.1

DSM
ENERGY STAR® MANUFACTURED HOME PROGRAM

PAYMENTS


After new home installation and after receiving certification as an ENERGY STAR® manufactured home, Shelby Energy Cooperative 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® manufactured home construction requirements.

TERM

This program is an ongoing program.

DATE OF ISSUE January 30, 2019
MONTH / DATE / YEAR


DATE EFFECTIVE March 2, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-00060 DATED: November 26, 2019

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

FOR All Counties Served

PSC KY NO. 9
Original SHEET NO. 500

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____
SHEET NO. _____

RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION

(N)

APPLICABLE

In all territory served by Shelby Energy Cooperative, Inc. ("Shelby Energy").

AVAILABILITY OF SERVICE

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

LICENSE ARRANGEMENT

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

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

METERING

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

DATE EFFECTIVE March 02, 2017
MONTH / DATE / YEAR

ISSUED BY: *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE: President & CEO

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

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

FOR All Counties Served

PSC KY NO. 9
Original SHEET NO. 500.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____
SHEET NO. _____

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

PANEL PRODUCTION CREDITS

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

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

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

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

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

FOR All Counties Served

PSC KY NO. 9
Original SHEET NO. 500.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____
SHEET NO. _____

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

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

FUEL ADJUSTMENT CLAUSE

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

ENVIRONMENTAL SURCHARGE

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

TRANSFER/TERMINATION

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

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

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

FOR All Counties Served

PSC KY NO. 9
Original SHEET NO. 500.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____
SHEET NO. _____

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

(N)

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

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

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

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this ____ day of ____, 20__ by and between Shelby Energy Cooperative, Inc., with its principal place of business at 620 Old Finchville Road, Shelbyville, Kentucky 40065 ("Cooperative"), and the following identified person ("Customer"), who is a Member of Cooperative:

Customer/Licensee: _____

Mailing Address: _____

Service Address: _____

Telephone Number: _____ Email Address: _____

Account Number: _____

1. License.

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

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

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

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

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

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

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

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

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- 5.2. **Final Energy Production Credit:** The actual electric energy production for the entire Community Solar Facility will be recorded in kilowatt hours on a monthly basis (“Facility Power Production”). This Facility Power Production will then be allocated to each Solar Panel by dividing the Facility Power Production by the total number of active solar panels in the Community Solar Facility to determine the Final Energy Production Credit. This Final Energy Production Credit is the basis for the energy portion of the Panel Production Credit applied to the Customer’s bill. The monthly credit applied to Customer’s bill will be the Final Energy Production Credit for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by the value of the real-time locational marginal price for energy at the EKPC Office Substation node during each hour of the day as established by PJM Interconnection, LLC (“PJM”).
- 5.3 **Panel Capacity Credit:** The capacity value of the entire Community Solar Facility shall be determined by the applicable PJM Base Residual Auction for capacity and associated rules and tariffs of PJM. The capacity value of the entire Community Solar Facility shall be divided by the total number of active panels in the Community Solar Facility to determine the Panel Capacity Credit. The Panel Capacity Credit shall be determined on an annual basis and credited to the Customer in twelve equal installments.
- 5.4 **Solar Renewable Energy Credit:** Customer understands and agrees that EKPC will sell or retire (choose one) any SRECs associated with the solar panel(s) covered under this Agreement. The value of any SRECs sold in a calendar year that are attributable to the entire Community Solar Facility will be credited in an amount proportional to the Customer’s licensed capacity in the Community Solar Facility, in equal monthly amounts, to the Customer’s electric utility bill the following calendar year, starting April 1 of the following year through March 31 of the next year. (For example, any SRECs sold or retired in 2016 would be credited to the Customer’s account on a monthly basis beginning April 1, 2017 through March 31, 2018.). The Customer shall be paid interest on the accumulated SREC sales at the rate established by the Kentucky Public Service Commission for customer deposits. *If the Customer elects to have the SRECs retired, the Customer will not receive the SREC credit. If the Customer elects to sell the SRECs, the Customer forfeits the right to claim production of solar energy.*
- 5.5 **Operations and Maintenance Debit:** Costs for operating, maintaining, insuring and paying taxes on the solar generation facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth above. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.
- 5.6 The Panel Production Credit will be set forth each month as a credit on the Customer’s bill, beginning with the bill covering the next full billing cycle *Talina R. Mathews* after 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 required to convert

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3/2/2017
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the Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward to offset a later billed amount.

- 5.7 Unless the Customer agrees, in writing, to transfer the Panel Production Credit arising from this Agreement to another approved address in accordance with Section 8 of this Agreement, the Panel Production Credit will remain associated with the Service Address identified in Section 1.3 regardless of occupancy or ownership changes at that location. In the event the applicable service location associated with this Agreement is removed and/or not in service, the Customer must contact Cooperative to determine the service address to which the Panel Production Credits will be assigned. Until the Panel Production Credits are assigned, any accruing Panel Production Credits will be forfeited.
6. **Solar Panel License Cancellation and Termination.** In the event that the: A) Customer ceases to be a Member of Cooperative and fails to timely transfer this Agreement to another member of Cooperative in accordance with Section 8 of this Agreement; or B) Customer's service is disconnected for any lawful reason, Cooperative may elect to cancel the License for one or more of the Customer's licensed solar panels. Such cancellation will occur as follows:
- 6.1. Cooperative will notify Customer of Cooperative's election to exercise its cancellation right, and such notification will include the Solar Panel Serial Number for each License to be cancelled (the "Cancellation Notice"). The Cancellation Notice shall be set forth in writing.
- 6.2. Cooperative shall refund the license fee paid by the Customer in an amount of the license fee multiplied by a factor of 0.92^n , where n is the number of full plus partial years the license was in effect prior to cancellation. The Customer shall also be entitled to any accrued Panel Production Credits that existed as of the date of cancellation. However, if there is any outstanding balance owed to Cooperative, then Cooperative may retain the license fee and continue to accrue Panel Production Credits to reduce and eliminate the outstanding balance.
- 6.3. The cancellation shall be effective as of the date that the Cancellation Notice is delivered by Cooperative.
- 6.4. At the end of the twenty-five (25) year Term, this Agreement shall terminate without further action by either Party and the Customer shall not be entitled to any cancellation refund.
- 6.5. Upon cancellation of a license or the termination of this Agreement, Cooperative will have no further obligations to Customer with regard to the Community Solar Facility, the Solar Panel(s) or the Panel Production Credits.
7. **Additional Acknowledgements.** The Parties further acknowledge and agree that

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Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

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

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EXECUTIVE

3/2/2017
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UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COOPERATIVE IS EXPRESSLY LIMITED TO THE RETURN OF THE LICENSE FEE(S) TENDERED TO COOPERATIVE IN AN AMOUNT PROPORTIONATE TO THE NUMBER OF YEARS REMAINING ON THE LICENSE GRANTED HEREIN.

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

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

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

In the event that a Customer's membership in Cooperative ceases, a transfer under this Section 8 shall be made within sixty (60) days of termination of membership. If a transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

KENTUCKY
PUBLIC SERVICE COMMISSION
Timothy R. Matthews
EXECUTIVE DIRECTOR
Jalina R. Matthews

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

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

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

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

Shelby Energy Cooperative, Inc.

 CUSTOMER NAME (please print)

 SHELBY ENERGY COOPERATIVE, INC.
 REPRESENTATIVE NAME AND TITLE
 (please print)

 CUSTOMER SIGNATURE

 SIGNATURE



FOR All Territory Served

PSC KY NO. 9

First Revised SHEET NO. 501

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 501

3 YR Weighted Average Underground Cost Differential

Filed in compliance with 807 KAR 5:041 Section 21 (5)

Weighted Average Cost Differential-Individual Single Phase Underground Primary:

Description	Cost per Foot	
3 YR Weighted Average Cost, Individual Single Phase U/G Primary	\$13.41	(R)
3 YR Weighted Average Cost, Individual Single Phase O/H Primary	\$ 9.63	(R)
**Weighted Average Underground Differential Cost	\$ 3.78	(R)

The above cost assumes the member will trench, furnish and install all conduits, and back fill in accordance to Shelby Energy Cooperative's ("Shelby Energy") specifications. Upon completion and submittal of all inspections, Shelby Energy will in turn, furnish and complete the installation of all conductor and make all necessary connections.

If a member elects underground primary for a line extension, the member is responsible for the full average cost as outlined above. However, credits may be applied to the average costs as applicable based on the facilities being served as set forth in Shelby Energy's Rules and Regulations.

For example, Section 40 of the Rules and Regulations allows an extension, via the least expensive route, to a permanent residence of 1,000 feet or less without charge. Therefore, if a member elected underground primary for a line extension to a permanent residence, a credit would be applied to the average underground costs in the amount of **\$9.63** per foot up to the first 1,000 feet, resulting in a per foot cost of **\$3.78**. Any additional footage over 1,000 feet would be billed at the full average underground cost of **\$13.41**. (R)

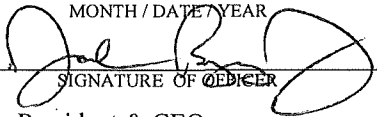
Weighted Average Cost Differential-Individual Single Phase Underground Service:

Shelby Energy strongly encourages all members to install secondary services underground. Therefore, Shelby Energy will install underground secondary services at **No Charge**.

However, this assumes the member will trench, furnish and install all conduits, and back fill in accordance to Shelby Energy specifications. Upon Completion and submittal of all inspections, Shelby Energy will in turn, furnish and complete the installation of all conductor and make all Necessary connections.

DATE OF ISSUE October 21, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE November 20, 2019
MONTH / DATE / YEAR

ISSUED BY 
SIGNATURE OF OFFICER
TITLE President & CEO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
11/20/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

First Revised SHEET NO. 501.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 9

Original SHEET NO. 501.1

****Note:**

The above cost excludes trenching, backfilling, and all conduits associated with installing underground services. In the event, a member elects for Shelby Energy to complete this work for underground primary and/or secondary installations, an additional charge of **\$10.94 per foot** (I) will be added to the above outlined cost. If rock is encountered or other procedures are deemed necessary to ensure proper burial depth and/or compliance with applicable codes, the actual additional cost shall apply.

Single Phase Construction Cost Analysis

The above cost is calculated based on a compilation of all work orders built from **2016** through **2018**. Please find the supporting documentation located in the tables below. The total cost contains all labor, material, and overhead associated with each work order. The weighted % is based on total feet for the three years. (T)

Overhead Cost Analysis

Year	Cost	Feet	Cost/Foot	Weighted %		
2018	\$390,619.30	38,024	\$10.27	0.27	\$2.77	(N)
2017	\$347,789.10	35,585	\$ 9.77	0.27	\$2.64	(T)(R)
2016	\$320,247.41	34,933	\$ 9.17	0.46	\$4.22	(T)(R)
Average					\$9.63	(R)

Underground Cost Analysis

Year	Cost	Feet	Cost/Foot	Weighted %		
2018	\$235,697.32	16,262	\$14.49	0.38	\$5.51	(N)
2017	\$102,208.46	6,823	\$13.64	0.24	\$3.27	(T)(R)
2016	\$ 77,805.56	6,394	\$12.17	0.38	\$4.62	(T)(R)
Average					\$13.41	(R)

In addition, the cost outlined above does not reflect any trenching, backfilling, or conduit due to the fact Shelby Energy did not perform this work on the work orders used for the analysis. However, please find the below cost summary in the event a member requests Shelby Energy to provide this service.

	Cost/Foot	
Conduit	\$2.06	(I)
Trenching	\$8.88	(I)
Total	\$10.94	(I)

DATE OF ISSUE October 21, 2019
MONTH / DATE / YEAR

DATE EFFECTIVE November 20, 2019
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE President & CEO

KENTUCKY (I)
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
11/20/2019
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