

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

Application of Water Service Corporation)
of Kentucky for an Adjustment of Rates) Case No. 2010-00476
)

RESPONSE TO ORDER OF MARCH 4, 2011

Water Service Corporation of Kentucky (WSCK), by counsel, submits its responses to the Commission's order of March 4, 2011.



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Attorney for Water Service
Corporation of Kentucky

Certificate of Service:

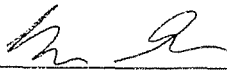
A copy of this response was mailed to David Spenard of the Attorney General's Office, 1024 Capital Center Dr, Frankfort, KY 40601 the 8th day of March, 2011.



John N. Hughes

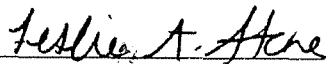
AFFIDAVIT
STATE OF ILLINOIS
COUNTY OF COOK

Affiant, Brian Shrake, after being first sworn, deposes and says that the foregoing responses are true and correct to the best of his knowledge and belief except as to those matters that are based on information provided to him and as to those he believes to be true and correct.



Brian Shrake

This instrument was produced, signed and declared by Brian Shrake to be his act and deed the 7th day of March, 2011.



Notary Public

My Commission expires: 5-29-2011

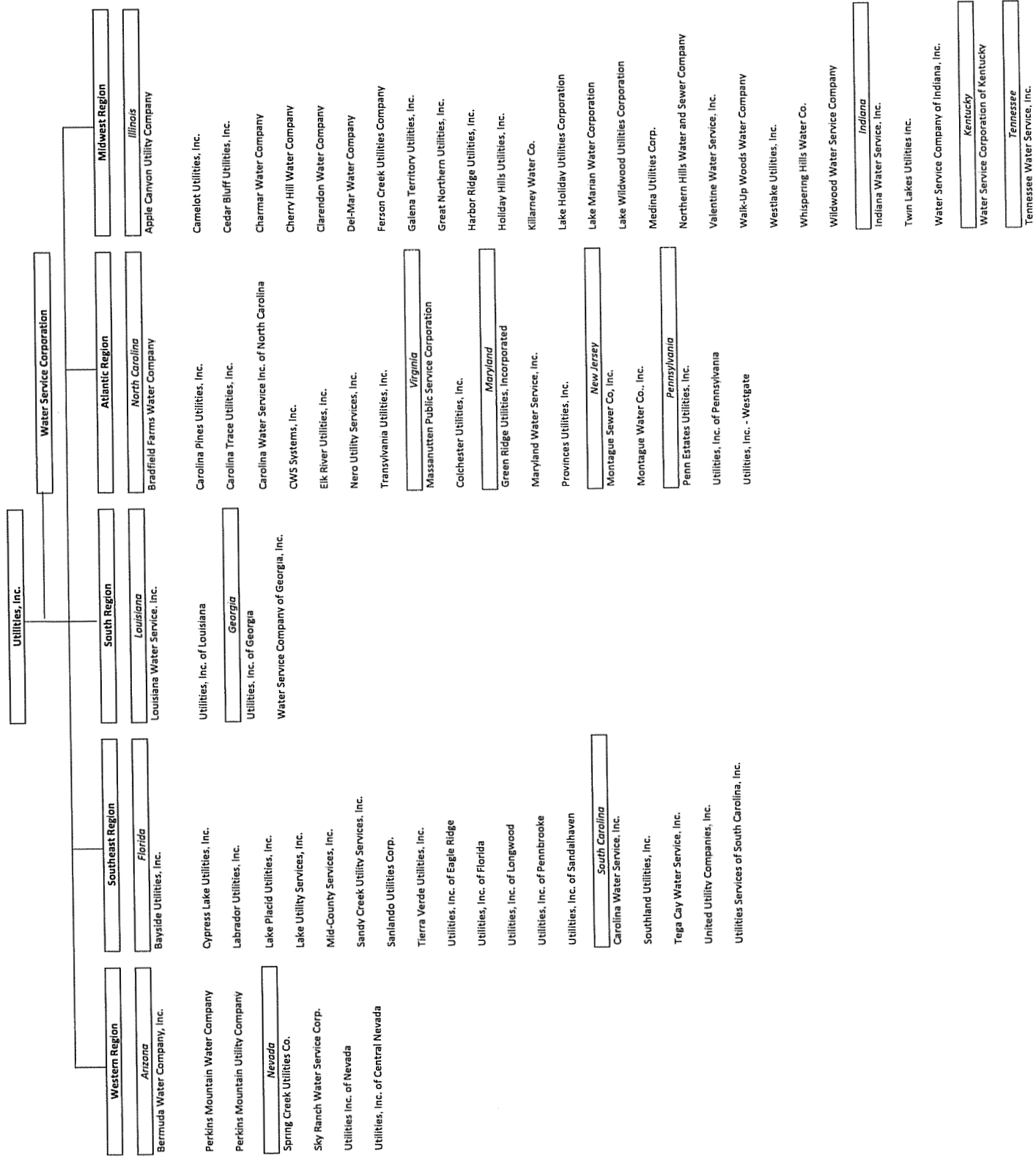


1. Provide monthly usage data for each customer in gallons for the calendar year 2010. The usage data should be provided on a computer diskette or CD-ROM and in an electronic spreadsheet format that is capable of being read and manipulated using Microsoft Excel.

Response: Witness –Brian Shrake. Please see attached Excel Spreadsheet labeled DR 1 Item 1

2. Provide an organization chart that shows the current relationship between Water Service and all affiliated companies and that expressly indicates each affiliate with which Water Service routinely transacts business.

Response: Witness –Brian Shrake. Please see attached PDF file DR 1 item 2



3. Provide a complete copy of all workpapers, show all calculations, and state all assumptions that Water Service used to develop its pro forma test-period financial information. For all work papers and calculations that exist in an electronic spreadsheet format, provide on a computer diskette or CD-ROM an electronic copy that is capable of being read and manipulated using Microsoft Excel.

Response: Witness –Brian Shrake. Please see attached Excel file DR 1 item 3

4. Provide a complete copy of all Water Service internal accounting manuals, directives, policies, and procedures.

Response: Witness –Brian Shrake. Please see attached PDF files JDE Process Manual 2010 12 - Accounting and AP and JDE Process Manual 2010 12 - Capital Projects

V. Accounting and Finance

1.0 Overview

The Accounting and Finance module is comprised of all Accounting and General Ledger (GL) related activities, from journal entry posting to closing.

The module is also comprised of Finance-related activities, notably the annual budget processes involved in creating, planning, reviewing and finalizing of budgets.

The following process flows are described in detail throughout this section:

- 1.1: GL-01P Perform Accounting Transaction Processing
- 1.2: GL-02P Manage the Chart of Accounts
- 1.3: GL-03P Perform Closing
- 1.4: GL-04P Perform Monthly Overhead Allocation
- 1.5: GL-05P Organizational Changes
- 1.6: GL-06P Perform Prior Period Adjustments
- 1.7 : IS-01P Income Statement Budget Creating and Approval

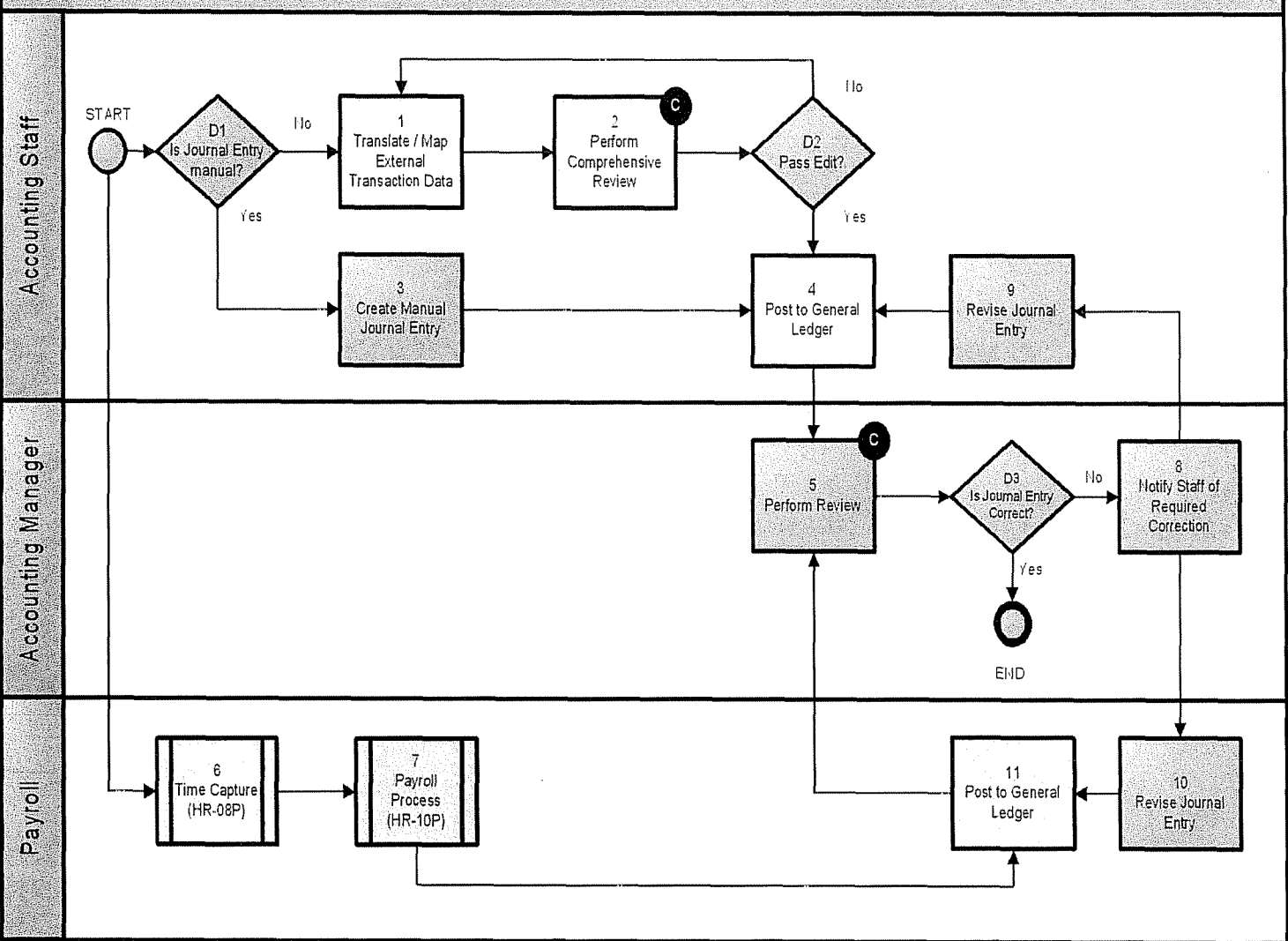
1.1 GL-01P: Perform Accounting Transaction Processing

Process flow depicts the tasks performed by the Accounting Staff and Manager for creating, reviewing, and posting manual and automatic journal entries in JD Edwards (JDE).

Process Flow



GL-01P Perform Accounting Transaction Processing



Revised 12-2010

Manual Process

JD Edwards Software

CC&B

UPKs

GL-01P Associated UPKs		
Task #	UPK Code	UPK Name
3	GL-012	Entry Manual Journal Entry
	GL-013	Enter Manual Journal Entry Debit Credit Format
	GL-014	Create Model Journal Entry
	GL-015	Use/Copy Model Journal Entry
	GL-016	Create Reversing Journal Entry
4	GL-018	Post Journal Entry
5	GL-017	Approve Journal Entry Batch
	GL-019	Change Unposted Journal Entry
	GL-020	Delete Unposted Journal Entry
	GL-023	Journal Entry Review/Inquiry
	GL-024	Void an Unposted Journal Entry

Controls

GL-01P Associated Control Activities		
Task #	Control Description	Task Owner
2	In the case of automatic journal entries, the staff accountant must perform a comprehensive review of the entries within JD Edwards (JDE) before posting them to the GL	Accounting Staff
5	The Accounting Manager is responsible for reviewing all manual journal entries within JD Edwards (JDE)	Accounting Manager

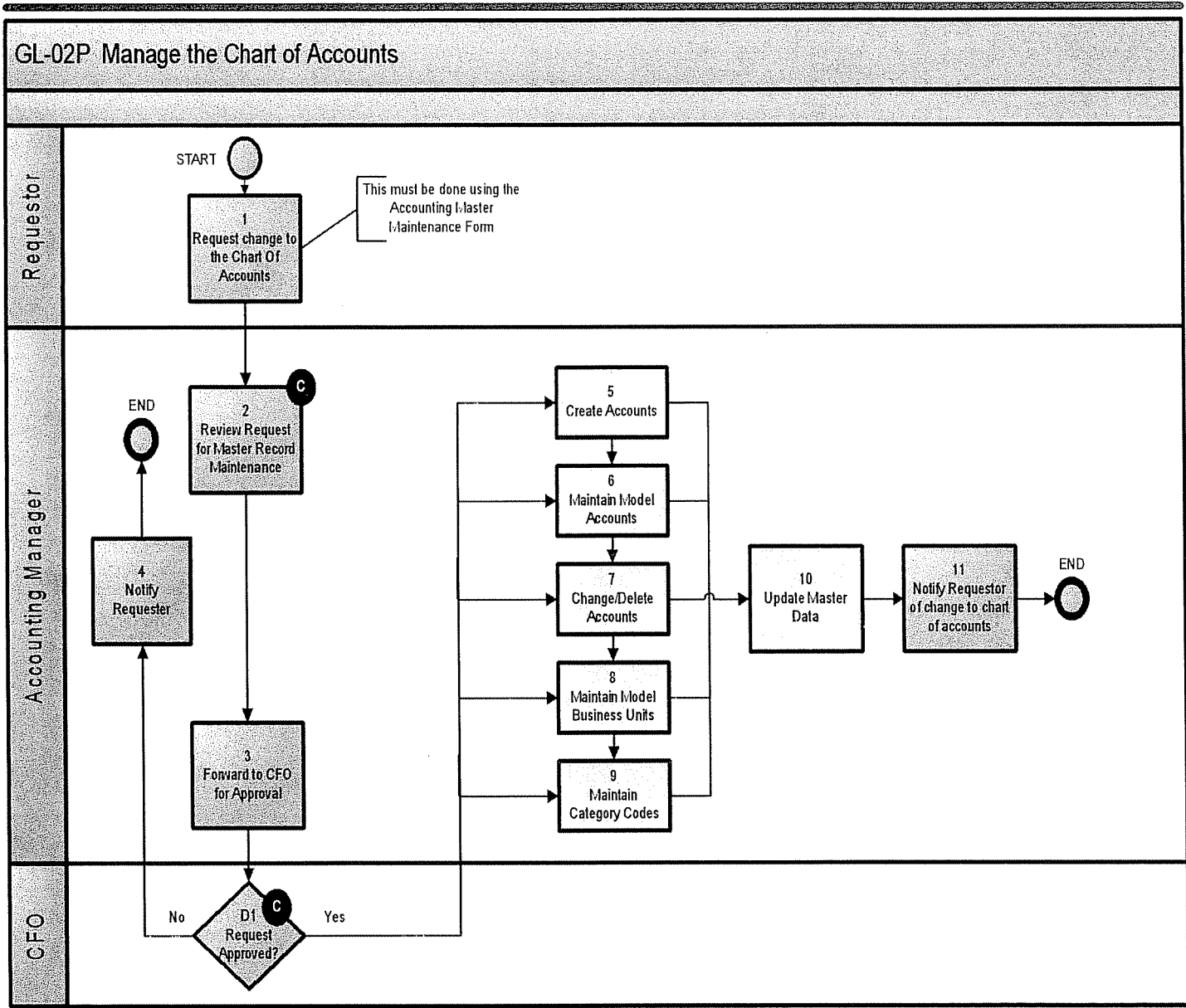
Key Business Rules

- Accounting and Finance staff will have access to prepare and post journal entries in JD Edwards (JDE), at the discretion of the Accounting Manager. Once posted, all journal entries with supporting documentation will be stored in a central location. During the closing process, the Accounting Manager will review all journal entries for completeness.
 - Authority to post journal entries includes permission to delete and void entries.
- One-sided journal entries are not allowable.
- All required supporting documentation must be attached to all journal entries, and reviewed by the Accounting Manager.
 - All entries should be formatted in upper case.
 - The journal entry field "Explanation" should include as much detail and identifiable information as possible.
 - Any supporting documentation may be attached electronically to the journal entries within JDE.
- Though data received from CC&B is assumed accurate, Accounting and Finance will perform reconciliation to ensure exactness.
- Bank reconciliations will be performed by the Accounting staff.
- Inter-company transactions will be automatically executed in JDE.
- Journal entries should be posted immediately; otherwise, posting will automatically take place overnight.
 - Exception: Journal entries requiring adjustments may be put on hold until the end of the monthly closing period.
- All journal entries must be posted by the end of the monthly closing, currently the 10th business day following calendar month –end.
- Journal entries cannot be posted out-of-balance.
- Excessively long journal entries may be entered into an Excel spreadsheet, and subsequently uploaded and posted into JDE.
- Unapproved, unfinished, or pending General Ledger and A/P journal entries should be deleted on a monthly basis, at a minimum, and/or at the Accounting Manager's discretion.

1.2 GL-02P: Manage the Chart of Accounts

Process flow depicts the tasks involved when making changes, approvals, and updates to the Chart of Accounts.

Process Flow



Revised 12-2010



UPKs

GL-02P Associated UPKs		
Task #	UPK Code	UPK Name
5	GL-001	Add New Company
8	GL-005	Add Accounts to Business Unit
9	GL-004	Assign/Modify Business Unit Category Code
10	GL-006 GL-006a GL-006b	Copy Account from Model to Business Unit Copy Chart of Accounts Model to a Business Unit Add a Subdivision to UDC table

Controls

GL-02P Associated Control Activities		
Task #	Control Description	Task Owner
2	The Accounting Manager is responsible for reviewing the requests to change the Chart of Accounts, in addition to approval/ non-approval.	Accounting Manager
D1	All requests to change the Chart of Accounts will be approved or rejected by the CFO.	CFO

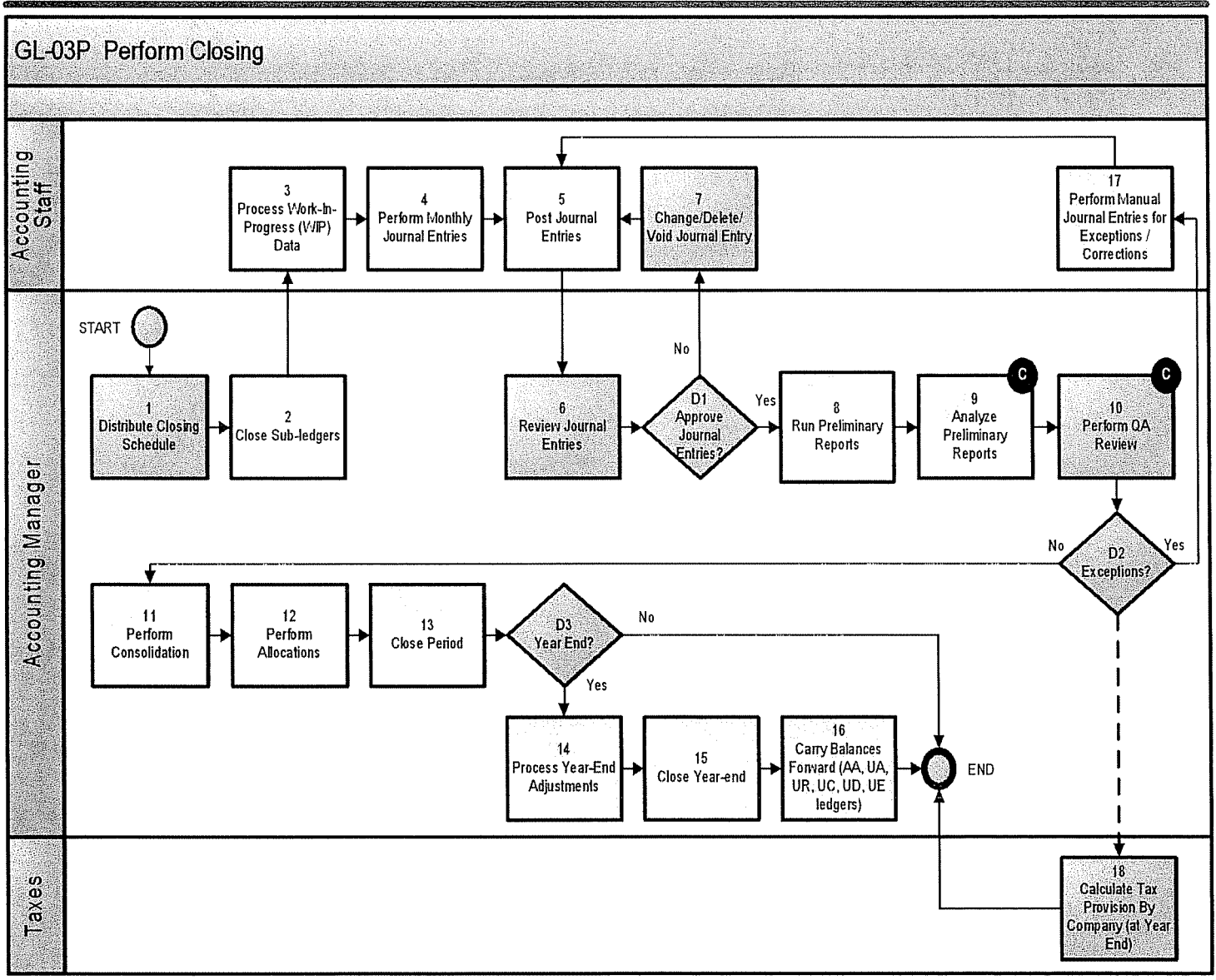
Key Business Rules

- Changes to the Chart of Accounts can only be authorized by the Executive Team, VP, or Regulatory Managers.
- Upon requesting changes to reporting codes, user-defined codes (UDC's), or category codes, the requester must fill out the Accounting Master Maintenance form, then submit to the Accounting Manager.
- The Accounting Manager is the only one authorized to make changes to reporting codes, user-defined codes (UDC's), or category codes.

1.3 GL-03P: Perform Closing

Process flow depicts the tasks performed during closing and consolidation, such as closing sub-ledgers, making adjustments, performing manual journal entries, and closing the period.

Process Flow



Revised 12-2010



UPKs

GL-03P Associated UPKs		
Task #	UPK Code	UPK Name
2	AP-040	Monthly Period Close
3	FA-026 GL-058	Transfer a Fixed Asset Trial Balance by Business Unit – Project
7	GL-012 GL-013 GL-014 GL-015 GL-016 GL-017 GL-018 GL-019 GL-020 GL-021 GL-022 GL-023 GL-024	Enter Manual Journal Entry Enter Manual Journal Entry Debit Credit Format Create Model Journal Entry Use/Copy Model Journal Entry Create Reversing Journal Entry Approve Journal Entry Batch Post Journal Entry Change Unposted Journal Entry Delete Unposted Journal Entry Change Posted Journal Entry Void a Posted Journal Entry Journal Entry Review/Inquiry Void an Unposted Journal Entry
8	GL-059 GL-038 GL-039	Trial Balance by Business Unit – Co Run Integrity Reports NARUC Reports
12	GL-025 GL-026 GL-027 GL-028	Create Indexed Allocations Create Variable Numerator Allocation Compute/Print Indexed Allocations Compute/Print Variable Numerations Allocation
13	GL-040 GL-041	Change Current Accounting Period for Single Company Change Current Accounting Period for Multiple Companies
15	GL-042	Close Fiscal Year

Controls

GL-03P Associated Control Activities		
Task #	Control Description	Task Owner
9	The accounting staff will generate preliminary JDE reports, such as Trial Balance by Business Unit and Integrity, which must be reviewed by the Accounting Manager so as to ensure accuracy.	Accounting Manager
14	After the period is closed in JDE, the Accounting Manager must perform a Quality Assurance review.	Accounting Manager

Key Business Rules

- A total of 4 (four) integrity reports can be generated within JD Edwards (JDE).
 - Batch Header to Transaction
 - Transaction to Batch Header
 - Unposted Batches
 - Companies in Balance
 - These reports should be run weekly (at a minimum), or more often at the Accounting Manager's discretion.
 - Any errors should be resolved within one (1) week's time of discovery.
- Integrity reports should be cleared out of the system queue quarterly, by the Accounting Manager.

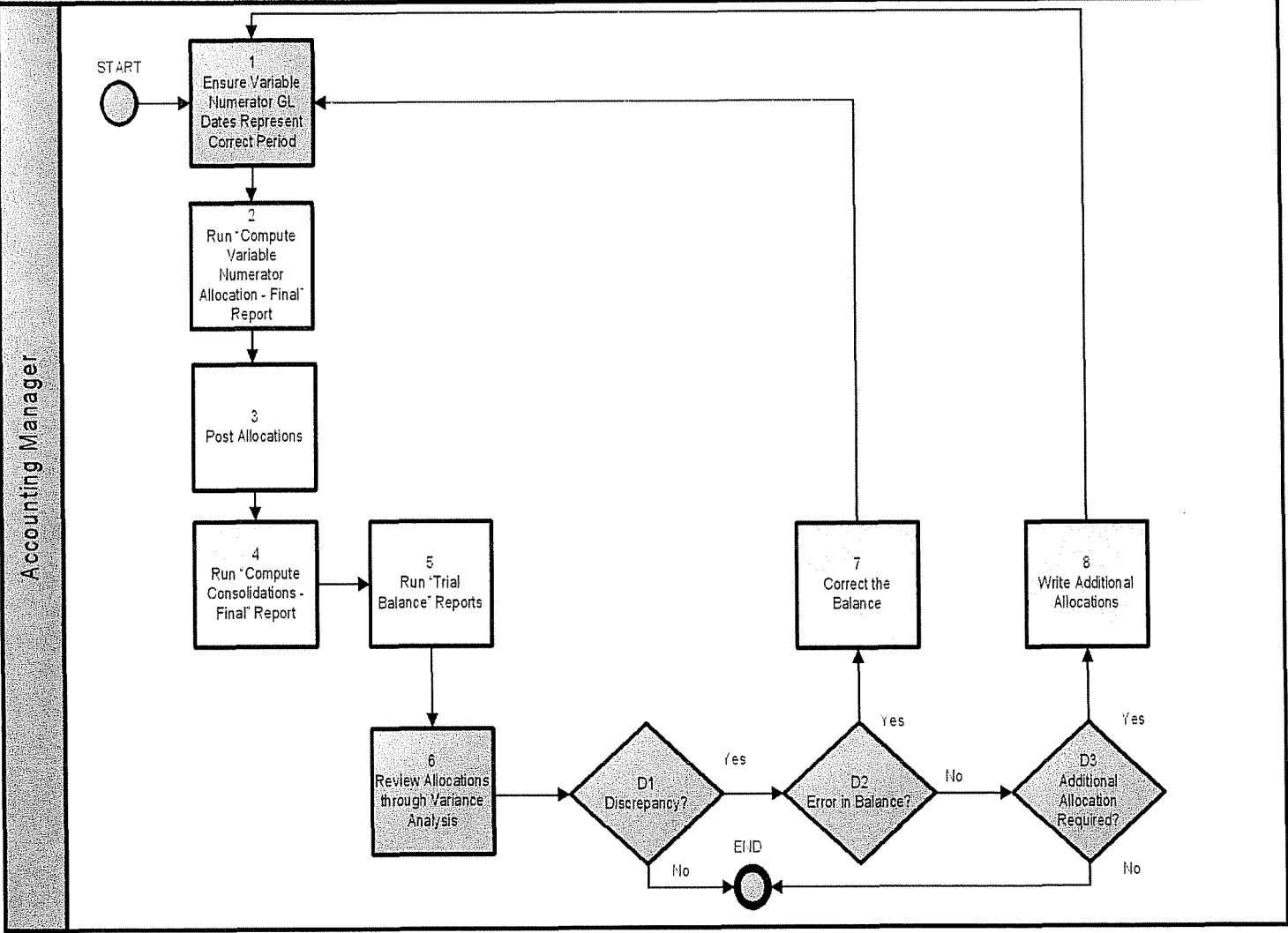
1.4 GL-04P: Perform Monthly Overhead Allocation

Process flow depicts the steps required for calculating and allocating overhead costs, at month-end.

Process Flow



GL-04P Perform Monthly Overhead Allocation



Revised 12-2010



UPKs

GL-04P Associated UPKs		
Task #	UPK Code	UPK Name
2	GL-025	Create Indexed Allocations
	GL-026	Create Variable Numerator Allocation
3	GL-027	Compute/Print Indexed Allocations
	GL-028	Compute/Print Variable Numerations Allocation

Controls

GL-04P Associated Control Activities		
Task #	Control Description	Task Owner
6	After costs are posted to their respective cost centers and overhead is calculated, the Accounting Manager will perform a Variance analysis in order to identify any discrepancies and correct or explain them, if necessary.	Accounting Manager

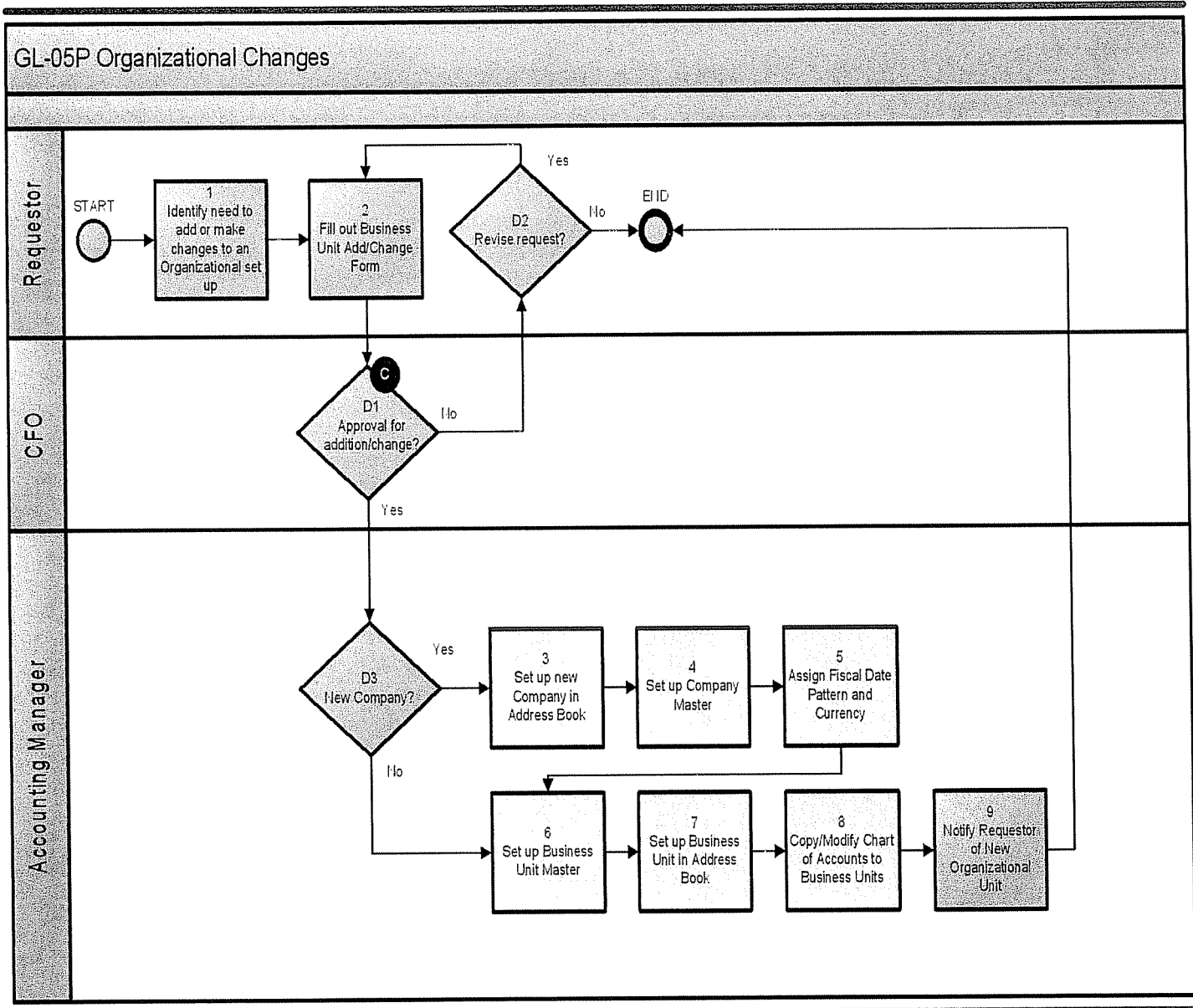
Key Business Rules

- Allocations are based on Equivalent Residential Connections (ERC). The main types of allocations are:
 - Salary and Benefit
 - Expenses among Common Business Units, WSC Company, States, and Regions
- Majority of allocation jobs will be updated on a monthly basis, with the ERC number changing monthly.
 - Salary and Benefit Allocation (SE50) – also known as an Employee's Profile - should be updated quarterly.
- Any changes to Business Units, Companies, and accounts should be accurately and thoroughly reflected through the Accounting Master Maintenance Form. Changes must also be communicated to A/P, Finance, and Regulatory.
- The Accounting Manager will be responsible, and is the only one authorized, for reviewing allocations before posting.

1.5 GL-05P: Organizational Changes

Process flow depicts the tasks performed when adding a new Business Unit or making changes to an existing Business Unit (BU) or Company.

Process Flow



Revised 12-2010



UPKs

GL-05P Associated UPKs		
Task #	UPK Code	UPK Name
3	GL-001a	Add New Company Address Record
4	GL-001	Add New Company
5	GL-011	Add a New Fiscal Date Pattern
7	GL-002	Add New Business Unit
	GL-003	Add New Company Balance Sheet
	GL-004	Assign/Modify Business Unit Category Code
8	GL-005	Add Accounts to Business Unit
	GL-006	Copy Account from Model to Business Unit
	GL-006a	Copy Chart of Accounts Model to a Business Unit
	GL-006b	Add a Subdivision to UDC table

Controls

GL-05 Associated Control Activities		
Task #	Control Description	Task Owner
D1	The CFO will review and approve (or reject) the request for a Business Unit (BU) change.	CFO

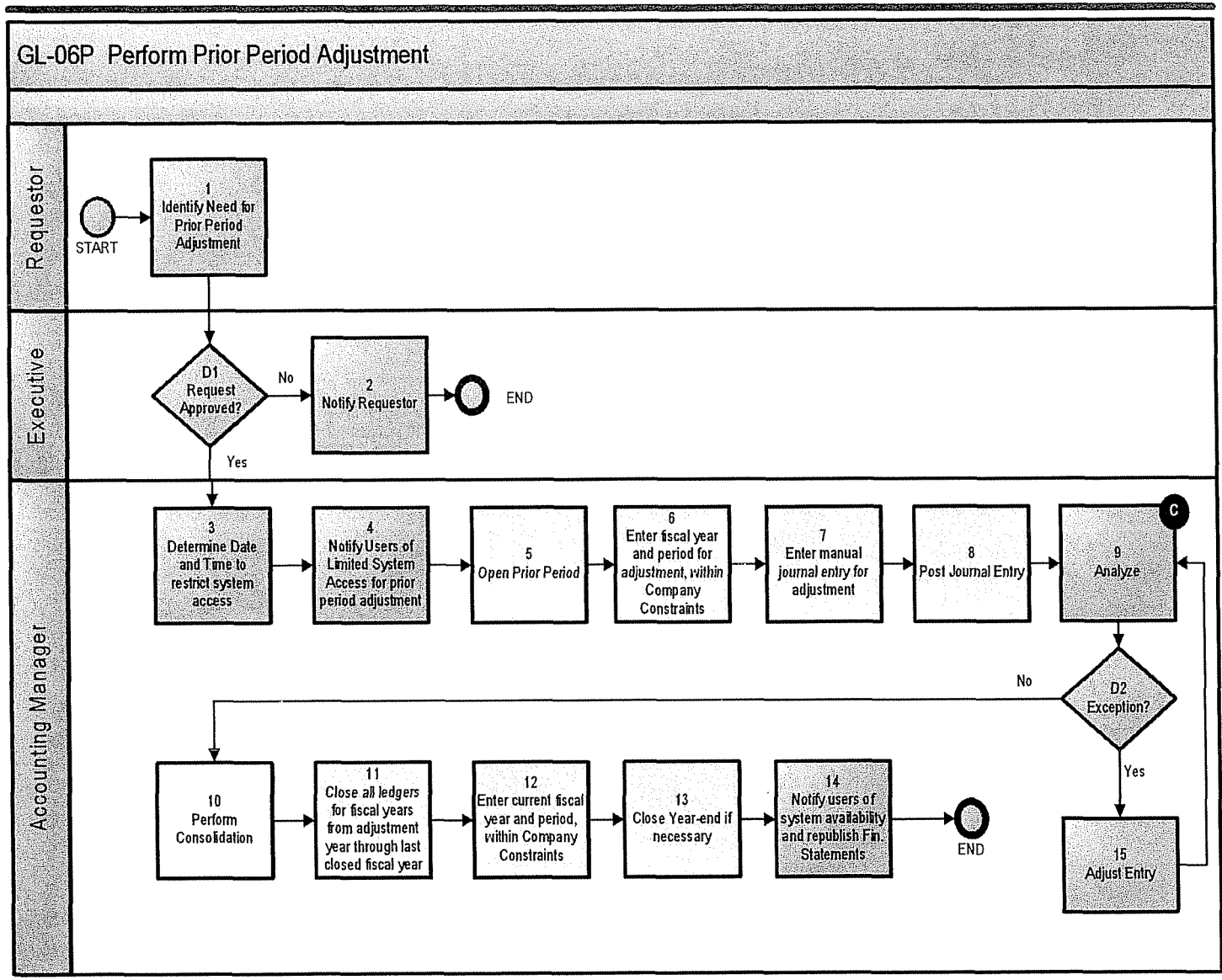
Key Business Rules

- The Accounting Manager is responsible for setting up Business Units (BU) and companies. The Executive Team, VP, or Regulatory Manager is also authorized to approve, depending on the situation.
- Requests for setting up, changing, selling or closing of Business Units (BU) and companies will originate with the Executive Team and or applicable Managers.
 - The Accounting Master Maintenance Form must be completed by the requester; the Accounting Manager will make appropriate additions/modifications in JD Edwards (JDE).
- The process of adding Business Units (BU), companies, or any other accounts to JD Edwards (JDE) must be performed in such a way so as to display in all reports, using different category codes.
- New Business Unit (BU) and company setups must follow logical sequential patterns, as determined by current and similar JD Edwards (JDE) groupings.
- Once a Business Unit (BU) or company is set up, closed down, or modified, the Accounting Manager must notify the requester, Finance, Regulatory and A/P staff of any necessary changes in budget, reporting, and A/P invoices.

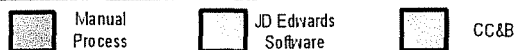
1.6 GL-06P: Perform Prior Period Adjustment

Process flow depicts the activities performed during a prior-period adjustment. The Accounting Manager will notify all applicable Accounting, Regulatory, and Business Unit Managers of limited-to-no access to the JD Edwards (JDE) system while adjustments are being made. Accounting Manager will manually enter and post the required journal entries, perform consolidation, close year -end period, then notify users of adjustment completion and restored system access.

Process Flow



Revised 12-2010



UPKs

GL-06P Associated UPKs		
Task #	UPK Code	UPK Name
6	GL-040	Change Current Accounting Period for Single Company
	GL-041	Change Current Accounting Period for Multiple Companies
7	GL-012	Enter Manual Journal Entry
8	GL-018	Post Journal Entry
12	GL-040	Change Current Accounting Period for Single Company
	GL-041	Change Current Accounting Period for Multiple Companies
13	GL-042	Close Fiscal Year
N/A*	GL-029	Trial Balance/Ledger Comparison
	GL-031	Account Ledger Inquiry
	GL-031	Account Ledger Inquiry – Chlorine
	GL-032	Account Ledger Inquiry – NARUC
	GL-033	Account Balance by NARUC
	GL-034	Account Balance by Month
	GL-035	Account Balance by Sub ledger
	GL-030	Trial Balance by Company
	GL-057	Purchase Order Receipts Inquiry
	GL-060	Open Purchase Order Inquiry
	CP-015	View Actual Project Charges
	CP-016	Review Financial Job Account/Ledger Information
	CP-017	View Job Commitment
	GL-049	NARUC Rolling Income Statement
	GL-048	NARUC Rolling Balance Sheet
	GL-046	NARUC Balance Sheet R-009
	GL-047	NARUC Income Statement R-010
	GL-044	Print Consolidated Balance Sheet
	GL-045	Print Consolidated Income Statement
	GL-051	Current vs. Prior Year Variance Report (R-047)
GL-052	Fixed Asset by Business Unit – Calendar	
GL-053	Fixed Asset by Business Unit – Rolling 12	
GL-054	Set up G/L Class Code	

* These UPKs are not associated with any of the General Ledger process flows outlined above. Rather they are meant to provide additional information and instructions on how to execute various General Ledger activities in JD Edwards.

Controls

GL-06 Associated Control Activities		
Task #	Control Description	Task Owner
9	The Accounting Manager performs a Quality Assurance review, with the assistance from the Accounting staff - who will help review the Manager's work - once the adjustments have been made before closing the period.	Accounting Manager

Key Business Rules

- The Accounting Manager is the only one authorized to:
 - Make prior period adjustments
 - Change the accounting period at month- and year-end.
 - Make changes to reporting codes, user-defined codes (UDC's), or category codes.

1.7 GL-07P: Cash CIAIC Reporting

Process depicts the required tasks to complete Cash Contributions in Aid of Construction (CIAC).

Process Flow

UPKs

GL-07P Associated UPKs		
Task #	UPK Code	UPK Name
TBD	TBD	TBD
TBD	TBD	TBD

Controls

GL-07P Associated Control Activities		
Task #	Control Description	Task Owner
TBD	TBD	TBD

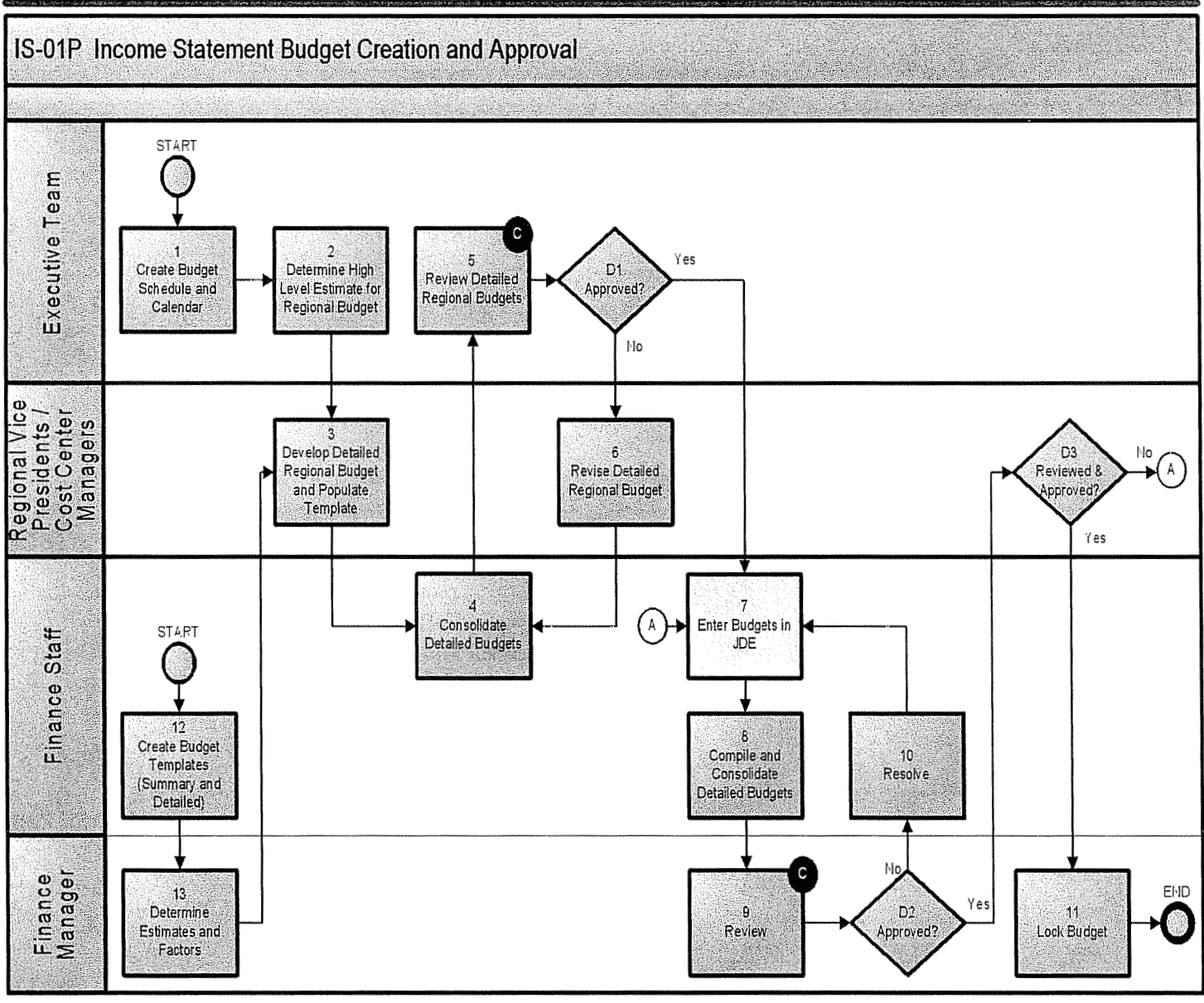
Key Business Rules**CIAC**

- These are recognized like a standard fixed asset on the Balance Sheet. They are a liability with a negative dollar amount.
- CIAC assets are amortized to offset the negative amount on the Balance Sheet:
 - **Type 1 CIAC:** property-debit to fixed asset account, credit to corresponding CIAC account. They depreciate and amortize at the same exact rate and time period.
 - **Type 2 CIAC:** cash-debit cash account, credit CIAC account (normally CIAC tap fees). The CIAC amount will amortize over time based on company and CIAC account.
- All CIAC transactions will be tracked in the JDE Fixed Assets module at the detail level. The only exception is that cash CIAC amounts may be tracked at a summary level by company and CIAC account. This will prevent the FA Accountant from setting up CIAC items for each small CIAC payment that may come in (e.g.: \$20 check from a new customer for a tap fee - this check can be combined with other customers in the same company and CIAC amount).
- CIAC will be amortized in the JDE Fixed Assets module based on the company and CIAC account. This is similar to the legacy process that occurs in the SE01 Depreciation/Amortization journal entry. The amortization rates come from regulatory requirements for each company and account. Once the CIAC is set up in the FA module, it will be amortized automatically.

1.8 IS-01P: Income Statement Budget Creation and Approval

Process flow depicts the required tasks to create, complete and approve an income statement budget.

Process Flow



Revised 12-2010



Manual Process



JD Edwards Software



CC&B

UPKs

IS-01P Associated UPKs		
Task #	UPK Code	UPK Name
None		

Controls

IS-01P Associated Control Activities		
Task #	Control Description	Task Owner
5	Detailed Regional Budgets are reviewed for approval. The figures in the budget will be checked for accuracy and reasonable forecasting, optimal capital allocation, and different regional budget plans will be compared to assure consistency.	Executive Team/ Senior Management
9	Detailed Budgets will be collected after their entry into JD Edwards (JDE) system by the Finance Staff. They will be reviewed for accuracy with the original budget to make sure the entries are correct.	Finance Manager

Key Business Rules

- The Finance Manager owns the budget and is responsible for the uploading of the spreadsheet information into JD Edwards (JDE), subsequent review, and lock.
 - The Finance Manager may also delegate the responsible party within the group to upload the budget information into JDE.
- Budget information will be mapped to the JDE accounts, and uploaded from the Excel spreadsheet.

1.8 Supporting Information

For the purposes of this document, Accounting and Finance supporting information is defined as any additional relevant information pertaining to the Accounting and Finance module that is not considered a Business Rule, such as definitions and/or descriptions of specific procedures.

- All information should be entered into JD Edwards (JDE) in upper-case letters.
 - Exception: Business Unit naming conventions.
- Short-codes (e.g. W=Water, WW=Wastewater, C=Common) are used for distinguishing whether expenses belong to:
 - A specific Business Unit (Water or Sewer)
 - Multiple Business Units within the same company
 - All companies within the same state or region
- Category Codes are used for the following:
 - RVP Region
 - Region
 - State
 - Subdivision
 - Cost Center type
 - County
 - Business Unit type
 - Class
- The following Ledgers exist within JD Edwards (JDE):
 - AA = GAAP ledger
 - UA = Regulatory ledger
 - UR = Allocation ledger
 - UC = Consolidated ledger (AA+UA+UR)
 - UD = GAAP + Regulatory ledger (AA+UR)
 - UE = GAAP + Allocation ledger (AA+UA)

All 6 (six) ledgers are closed as a result of a period closing.

At year –end, balances for all 6 (six) ledgers are forwarded over, separately, into the new period

VI. Accounts Payable

1.0 Overview

The Accounts Payable (AP) module is comprised of all interactions between UI employees and the Accounts Payable department.

The following process flows are described in detail throughout this section:

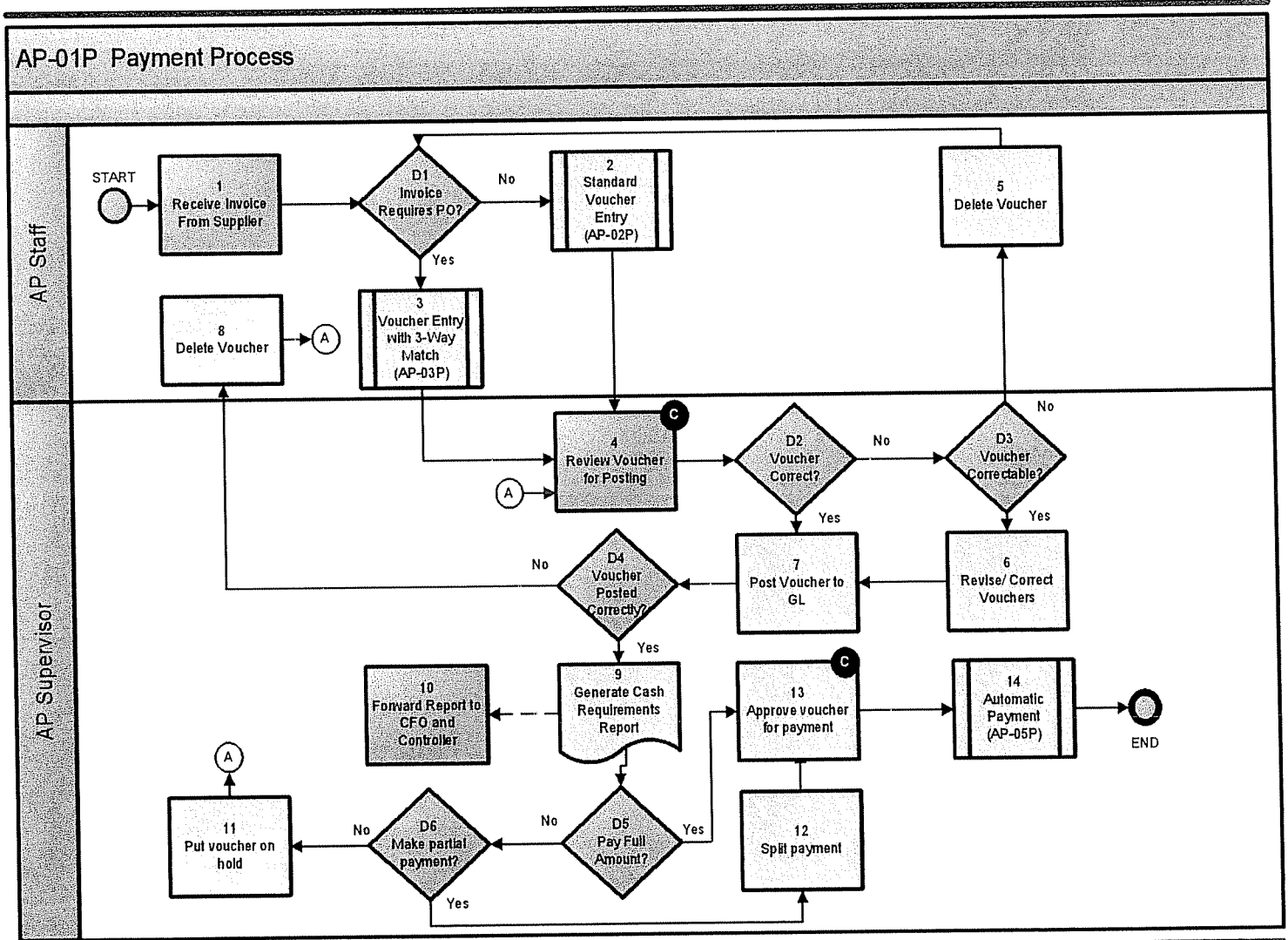
- 1.1: AP-01P Payment Process
- 1.2: AP-02P Standard Voucher Entry (Non-Purchase Order Invoices)
- 1.3: AP-03P Voucher Entry with 3-Way Match
- 1.4: AP-04P Recurring Voucher
- 1.5: AP-05P Automatic Payment
- 1.6: AP-06P Accounts Payable Period-End
- 1.7: AP-07P Accounts Payable 1099 Process
- 1.8: AP-08P Tax Authority Setup
- 1.9: AP-09P Remit-to Supplier Setup
- 1.10: AP-10P Expense Reimbursement
- 1.11: PP-01P Purchase to Pay
- 1.12: IV-01P Inventory Management – Add New Non-Stock Inventory to Item Master

1.1 AP-01P: Payment Process

Process flow depicts UI's payment process, involving the reviewing and posting of vouchers to the GL, approving payment, and deleting/putting vouchers on hold, if necessary. This process takes places within JD Edwards (JDE), and is executed by the A/P Supervisor.

Refer to the UI "Delegation of Authority (DofA) and Documentation Thresholds" for additional information.

Process Flow



Revised 11-2010



UPKs

AP-01P Associated UPKs		
Task #	UPK Code	UPK Name
1	AP-001	Setting Up New Suppliers
	AP-005	Supplier Ledger Inquiry
	AP-006	Voucher Entry using Three Way Match
	AP-007	Voucher Entry for Multiple Voucher Single Supplier
	AP-008	Creating Recurring Voucher
	AP-009	Revising a Recurring Voucher
	AP-010	Recycling a Recurring Voucher
	AP-017	Edit Multiple Vouchers using Global Update
4	AP-011	Change Unposted Vouchers
	AP-020	Undo Voucher for Payment
5	AP-012	Delete Unposted Voucher
6	AP-001	Setting Up New Suppliers
	AP-005	Supplier Ledger Inquiry
	AP-006	Voucher Entry using Three Way Match
	AP-007	Voucher Entry for Multiple Voucher Single Supplier
	AP-008	Creating Recurring Voucher
	AP-009	Revising a Recurring Voucher
	AP-010	Recycling a Recurring Voucher
	AP-017	Edit Multiple Vouchers using Global Update
7	AP-014	Post Voucher Batches
8	AP-002	Supplier Ledger Inquiry
	AP-019	Void Posted Voucher
9	AP-033	Run Cash Requirements Report
11	AP-016	Edit Voucher/Place Voucher on Hold
12	AP-021	Split Payment

Controls

AP-01P Associated Control Activities		
Task #	Control Description	Task Owner
4	The A/P department must review vouchers for correctness and completeness before posting them to the GL. A voucher journal report can be generated in the system (JDE) to assist in the review.	A/P Supervisor
13	The A/P Supervisor must also approve the payment before the process can continue on to Process AP-05P "Automatic Payment".	A/P Supervisor

Key Business Rules

General

- The User-Defined Codes (UDCs) will be created, changed, and reviewed at the discretion of the A/P Supervisor.
- 6,000 check stock, or one business quarter's worth, is to be kept on hand at all times in the vault.
 - UI's JDE Tech Lead will be responsible for ordering checks.
- The A/P Supervisor will process the monthly close for Accounts Payable, Accounts Receivable, General Ledger, and Financial Period.
- A/P and A/R will close on the last day or the first day of the month. This may change based on the Accounting close schedule.
- The Cash Requirements Report will be run on a weekly basis by the A/P Supervisor and reviewed.
- GL will close when all journal entries have been completed.
- The Accounts Payable, Accounts Receivable, General Ledger, and Financial Period can only be changed by the Accounting Manager.
- All companies are to be closed at once. The global close option is to be used at this time.
- There are two separate JDE Accounts Payable processes that are performed when processing invoices:
 - **Standard voucher entry** - Less than \$250 and it does not include a Purchase Order.
 - **Purchase Order match entry (3-way match)** - Purchase Order is used to match and process the voucher.

Invoices

- Invoices must be entered into the JD Edwards system within 5 business days of receipt into the A/P department.
- Invoice terms are, by default, the vendor's terms. Otherwise, terms should be considered Net 30.
 - Exceptions for negotiation and refunds are made on a case-by-case basis by the A/P Supervisor.
- All input into the JDE system should be in upper case format.
- The "Alpha Name" field on an invoice should always be filled out Last Name, First Name putting articles such as "The" and "A" at the end after a comma, e.g. Home Depot, The.
- The "Address" field will not contain any periods (".") These should never be used in this field.
- If the invoice doesn't match the PO or the receipt by more than +/- \$250, the invoice will not get paid. In this case, A/P should contact the vendor first to try to resolve the discrepancy. As a second option the purchaser should be contacted and the PO can be adjusted or partially received by the purchaser.
- The GL date is the date of entry into the JD Edwards system. This will only be different at end of year, when the current period will be left open to make adjustments to the period for late invoices.
- The invoice date will be the date on the invoice. If there is not one, then the GL date will be used as the invoice date.
- Invoices should be filed by the document number, resulting in a uniquely identifiable number.
- If the invoice is missing the invoice number or other details, such as who incurred the cost, A/P should contact the vendor for this information.

Vouchers

- All A/P staff can setup and change a recurring voucher with the approval of the A/P Supervisor.
- All A/P staff can delete a voucher or transaction if it is before it has been posted, or void and reverse a voucher or transaction after posting. Whenever a voucher is revised, the reason for the revision should be entered in the "Explanation/ Remark" field in JD Edwards.
- Vouchers will post automatically overnight, every night in JD Edwards. The A/P Supervisor will review them each day prior to posting and will put any batches on hold at his/her discretion which will stop the voucher(s) from posting automatically.
- Vouchers placed on hold will be reviewed weekly by the A/P Supervisor before checks are issued.

Payments

- The A/P Supervisor is allowed to void the payment and post the voided entry.
- The A/P Supervisor is in charge of resetting payment processing in case of a payment error.
- The A/P Supervisor is in charge of voiding checks. The payment number can be voided in JD Edwards, and the actual check should be stamped "Void" and filed.
- The A/P Supervisor will run the checks through the check-signing machine.
- Signed checks < \$3,000 are sent out the same day while checks ≥ \$3,000 will receive a second signature from an executive team member and be sent out within 24 hours.
- Paper check is the preferred method of payment. Wire transfers are optional for vendors that do not accept paper check as a form of payment. The A/P Supervisor and Finance Manager have the authority to process and submit the wire transfers to the bank.
- Checks are to be printed every Thursday and mailed out Thursday and Friday.
- In the case of a manual check request, the requester must fill out the Check Requisition Form (see Appendix) for A/P. The requesting person's supervisor will be the approving person, within the delegation of authority (see Business Rules for Module 6).
- In emergency situations, manual checks will be issued within 48 hours; otherwise, they will be processed within the next payment period.

Check Runs

- By Close-of-Business Wednesday of each week, all batches for the week's vouchers should be complete.
- The Cash Requirements Reports should be run by the A/P Supervisor that Wednesday night or Thursday morning.
- Next, the A/P Supervisor should run the Vouchers Journal Report.
- The A/P Supervisor should create payment control groups based on vendor type (e.g. tax, utilities, customer refunds) on Thursday morning.
- The A/P Supervisor should then write and update payments to Payment Control Groups.
- Next, checks should be printed for each payment control group (for wire transfers, no check is physically printed but other than this the process is followed).
- The A/P Supervisor is only one authorized to run checks through the check-signing machine.
- Checks are then distributed to the A/P staff based on vendor type, and each staff will pull each check greater than or equal to \$3,000, match it with its invoice, and give it to the Finance Manager for a second signature before it is mailed out.
- All checks are then mailed out.

Purchase Orders

The following is a general overview for Purchase Orders. See the UI "Delegation of Authority (DofA) and Documentation Thresholds" for specific threshold guidelines.

A Purchase Order is a commercial document issued by a buyer to a seller indicating the types, quantities and agreed upon prices for products of services the seller will provide to the buyer. Sending a purchase order to a supplier constitutes a legal offer to buy products or services. Acceptance of a purchase order by a seller usually forms a one-off contract.

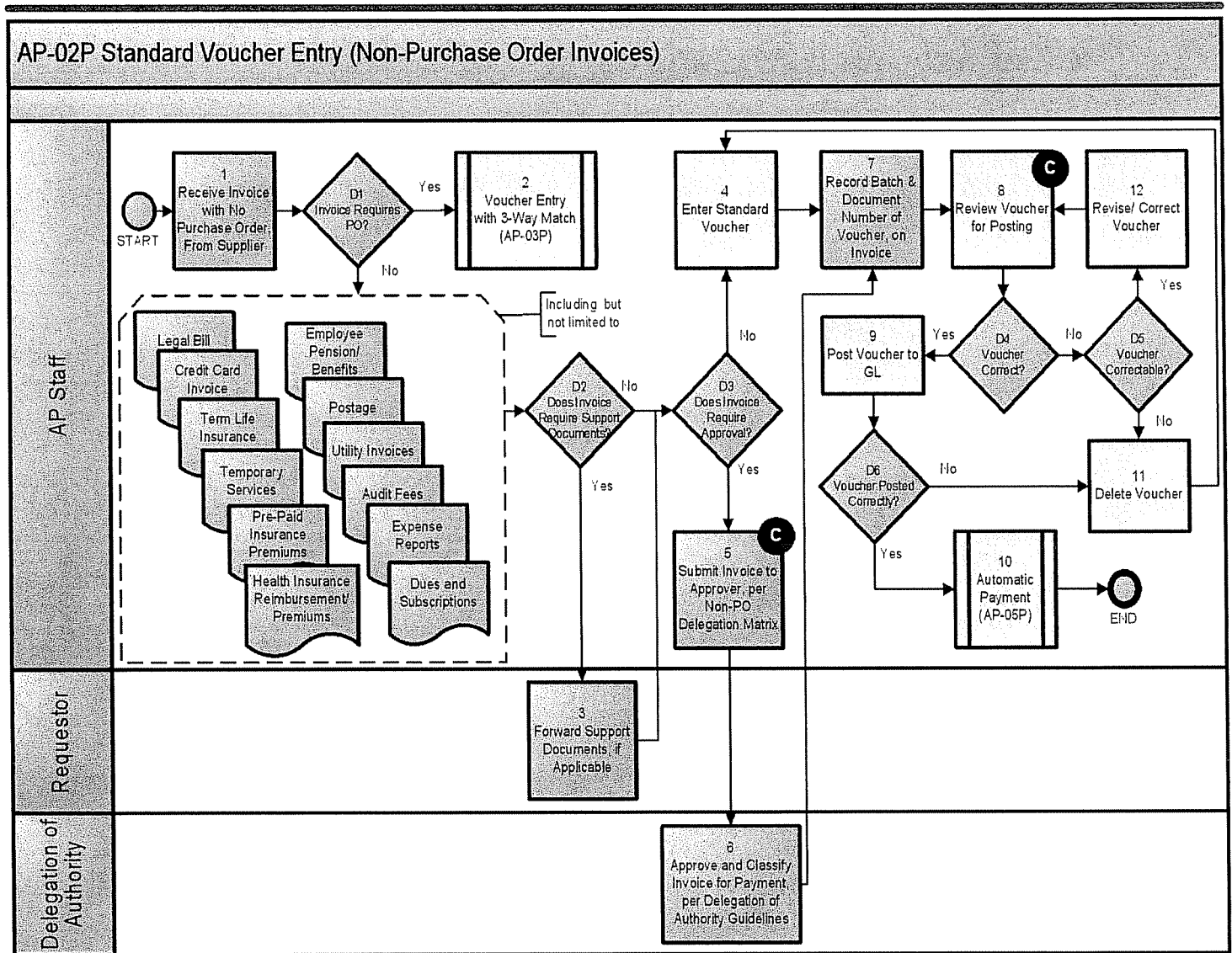
Most invoices \$250 or greater require a purchase order in order to be paid. However, a purchase order is not required for transactions where a contract or other formalized documentation already exists. These types of expenses are reviewed and approved via the contract approval process. Examples include rent, utilities, office machinery maintenance agreements, consulting arrangements, audit fees and legal expenses.

Type of Purchase Order	General Rule
Invoices < \$250 & No Purchase Order	A PO is not needed. A monthly report listing all of these POs is generated and reviewed en masse by the RVP after they occur.
Invoices ≥ \$250 & Purchase Order	Invoices \$250 or higher require a PO. The purchaser will create the PO in JDE. They will receipt the goods or services in JDE and the invoice can be paid using the three-way match process in the A/P menu.
Invoices >\$250 & No Purchase Order	Some invoices > \$250 do not need a PO, such as legal bills, temp labor, consulting, postage, and petty cash. These are reviewed and approved on a case-by-case basis: i.e. an expense report is approved by a supervisor. If a PO is required, however, A/P will contact the purchaser who must create and submit a PO for payment to occur.

1.2 AP-02P: Standard Voucher Entry (Non-Purchase Order Invoices)

Process flow depicts the activities and information required to enter, review and post vouchers before the payment process can be executed. This process only applies to purchases that *do not* require a Purchase Order (PO), as per the Business Rules.

Process Flow



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UPKs

AP-02P Associated UPKs		
Task #	UPK Code	UPK Name
4	AP-001	Setting Up New Suppliers
	AP-006	Voucher Entry using Three Way Match
	AP-007	Voucher Entry for Multiple Voucher Single Supplier
	AP-008	Creating Recurring Voucher
	AP-009	Revising a Recurring Voucher
	AP-010	Recycling a Recurring Voucher
	AP-017	Edit Multiple Vouchers using Global Update
9	AP-014	Post Voucher Batches
11	AP-002	Supplier Ledger Inquiry
	AP-019	Void Posted Voucher
	AP-015	Revise Posted Voucher
12	AP-011	Change Unposted Vouchers
	AP-020	Undo Voucher for Payment

Controls

AP-02P Associated Control Activities		
Task #	Control Description	Task Owner
5	Upon receiving an invoice from the supplier, the A/P department must check whether it requires approval, and then seek the appropriate approval per Non-PO Guidelines.	A/P Staff
8	The A/P department must also review vouchers before posting them for payment. If errors are found, the A/P staff must either resolve the issue or delete the voucher if the issue is not correctable.	A/P Staff

Key Business Rules

Please refer to “Key Business Rules” for Process AP-01P “Payment Process”. In addition, refer to “Delegation of Authority (DofA) and Documentation Thresholds” for specific guidelines referring to Non-Purchase Order Voucher Entry.

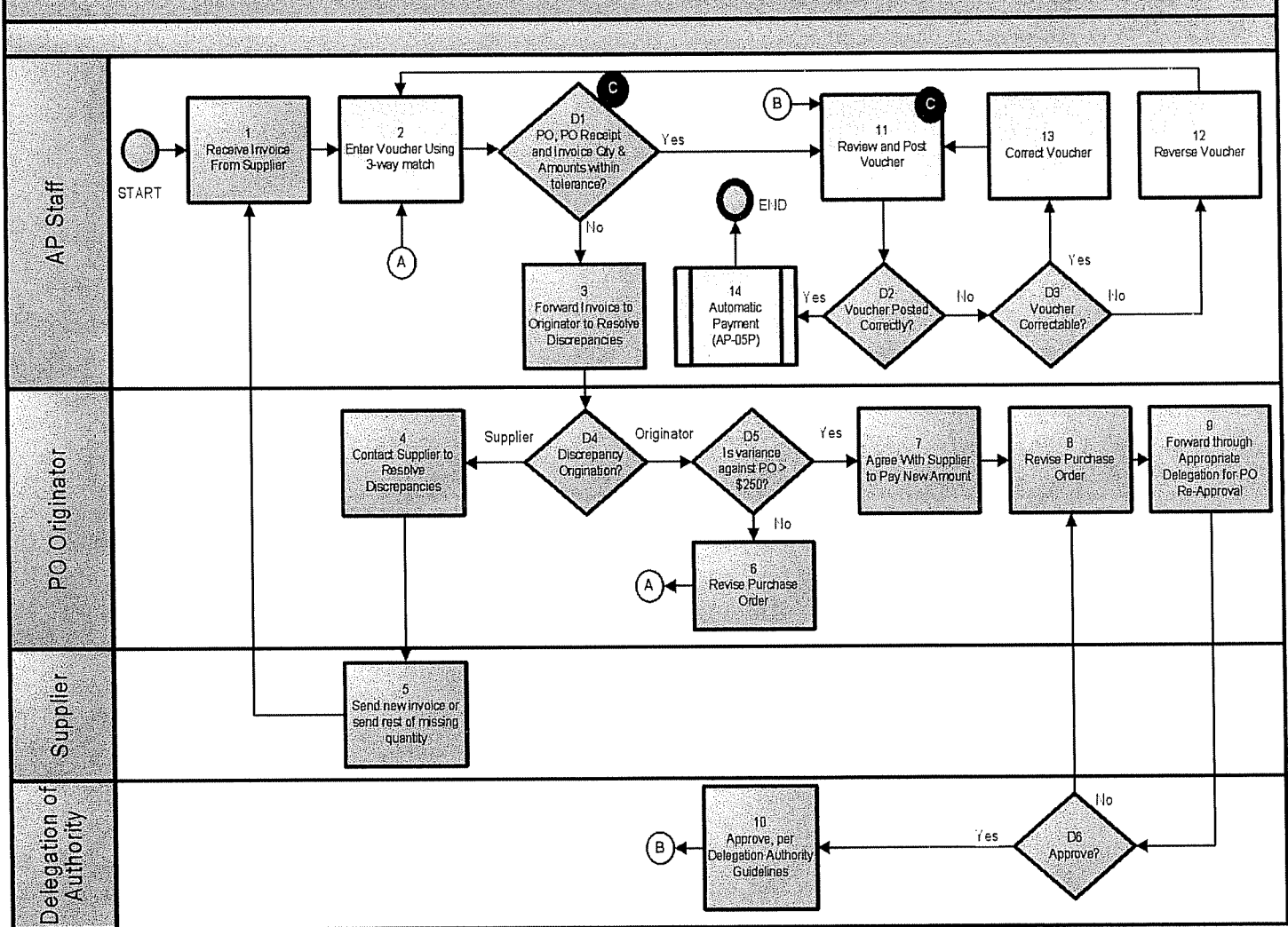
1.3 AP-03P: Voucher Entry with 3-Way Match

Process Flow depicts the activities and information required to enter, review and post vouchers before the payment process can be executed. This process also involves the matching of associated Purchase Order (PO), PO receipt and invoice amounts and prices.

Process Flow



AP-03P Voucher Entry with 3-Way Match



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UPKs

AP-03P Associated UPKs		
Task #	UPK Code	UPK Name
2	AP-005	Voucher Entry using Three Way Match
11	AP-011	Change Unposted Vouchers
	AP-014	Post Voucher Batches
	AP-020	Undo Voucher for Payment
12	AP-002	Supplier Ledger Inquiry
	AP-019	Void Posted Voucher
13	AP-015	Revise Posted Voucher

Controls

AP-03P Associated Control Activities		
Task #	Control Description	Task Owner
D1	The A/P department ensures the PO, PO receipt and invoice amounts and prices match (3-way match). If not, the invoice is forwarded to the purchaser, who will then contact the supplier to resolve the discrepancies.	A/P Staff
11	The A/P department must also review vouchers before posting them for payment. If errors are found, the A/P staff must either resolve the issue or delete/ reverse the voucher if the issue is not correctable.	A/P Staff

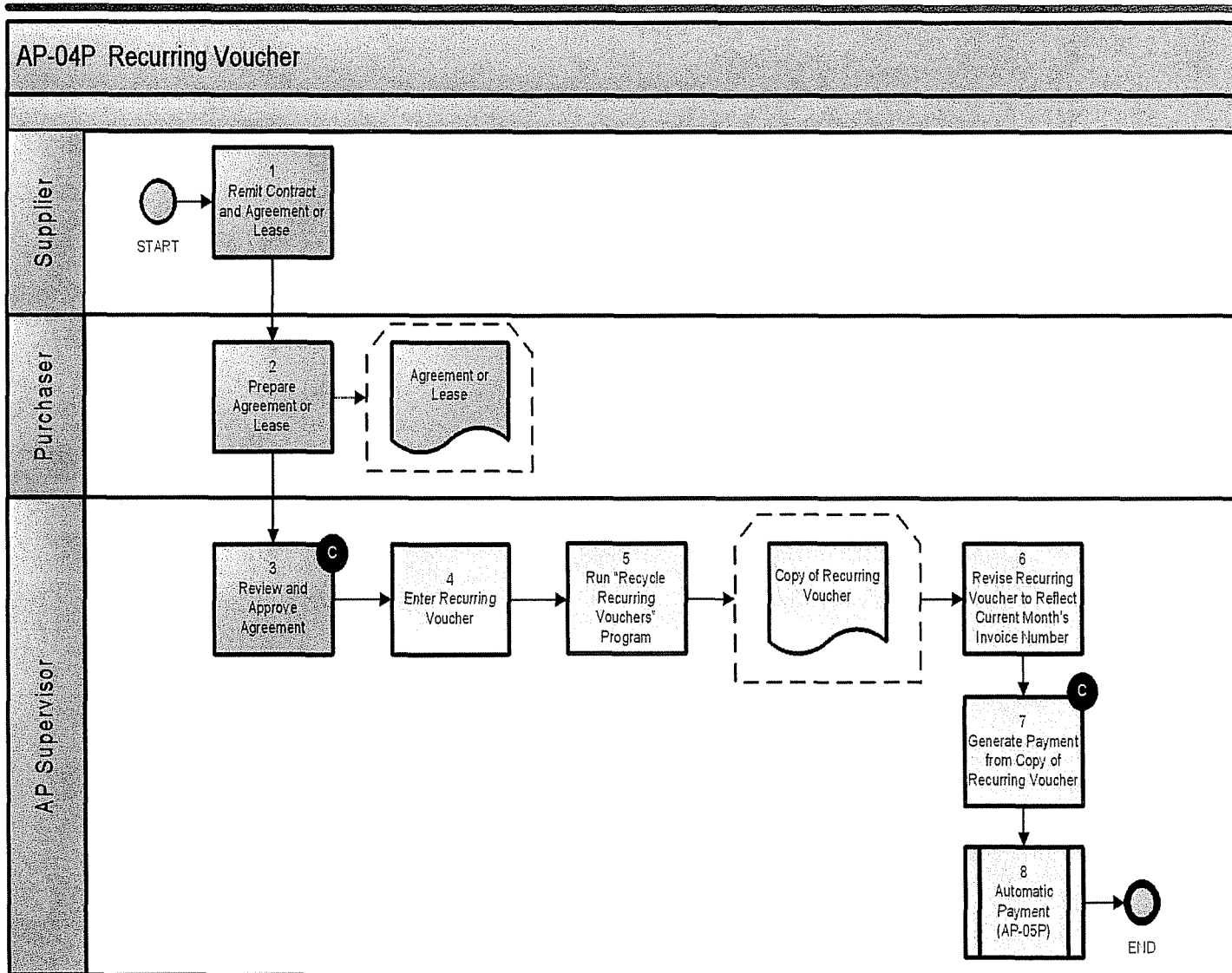
Key Business Rules

Please refer to "Key Business Rules" for Process AP-01P "Payment Process" . In addition, refer to "Delegation of Authority (DofA) and Documentation Thresholds" for specific guidelines referring to Non-Purchase Order Voucher Entry.

1.4 AP-04P: Recurring Voucher

Process Flow depicts the entry of recurring vouchers, which refer to payments of services whose amounts remain invariable from period to period, such as a lease.

Process Flow



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UPKs

AP-04P Associated UPKs		
Task #	UPK Code	UPK Name
4	AP-008	Creating Recurring Voucher
	AP-009	Revising a Recurring Voucher
5	AP-010	Recycling Recurring Vouchers
6	AP-009	Revising a Recurring Voucher
	AP-022	Create Payment Control Group
	AP-023	Review Payment Control Group
	AP-024	Write and Update Payment

Controls

AP-04P Associated Control Activities		
Task #	Control Description	Task Owner
3	Accounting must review and approve the agreement or lease prepared by Procurement before the voucher can be entered into the system (JDE) by the Accounts Payable.	Accounting Manager
6	The A/P Supervisor generates a payment, utilizing a copy of the recurring voucher to ensure accuracy.	A/P Supervisor

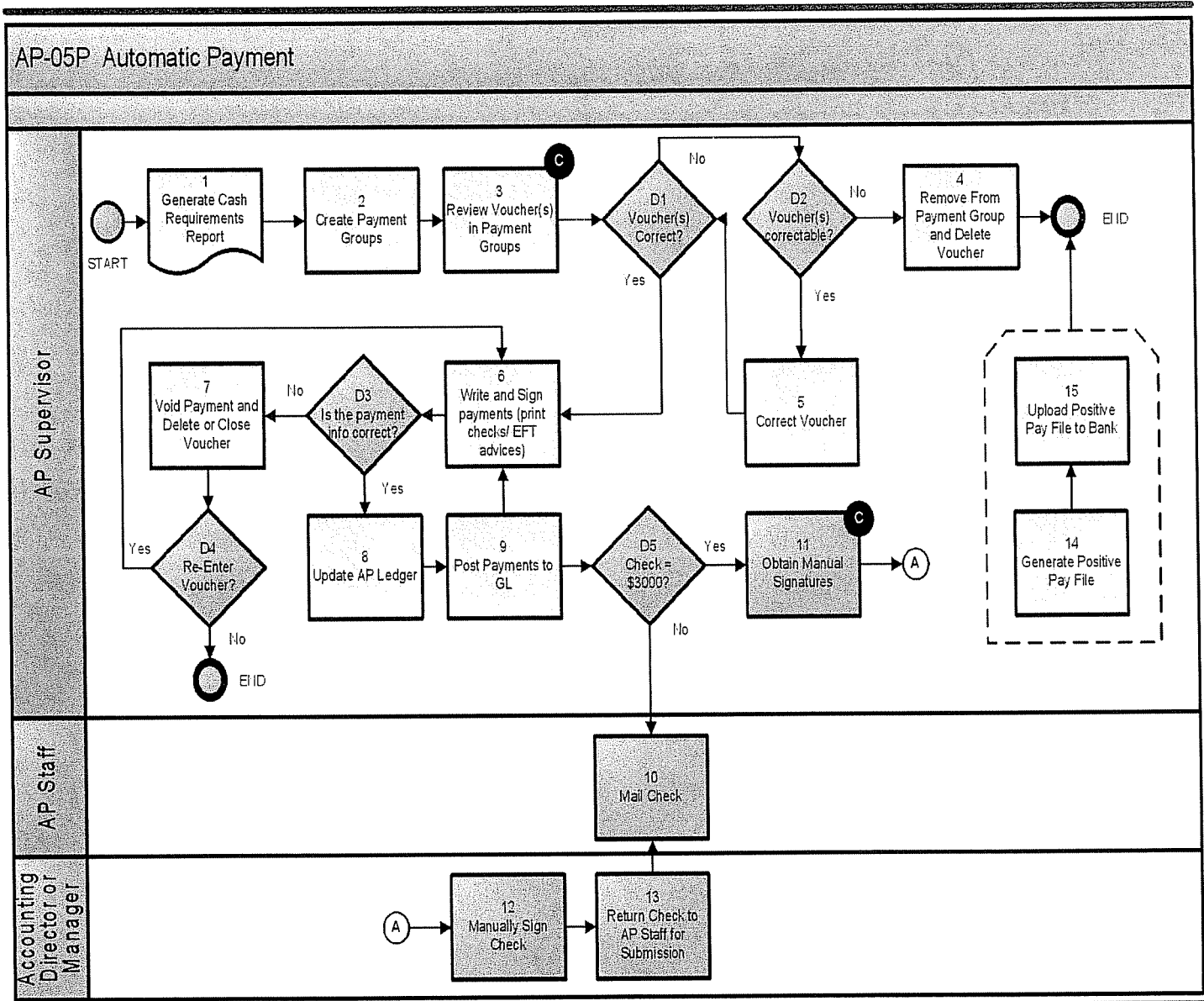
Key Business Rules

Please refer to "Key Business Rules" for Process AP-01P "Payment Process" . In addition, refer to "Delegation of Authority (DofA) and Documentation Thresholds" for specific guidelines referring to Non-Purchase Order Voucher Entry.

1.5 AP-05P: Automatic Payment

Process flow depicts the weekly activities performed by the AP department, for generating and posting payments, and issuing checks.

Process Flow



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UPKs

AP-05P Associated UPKs		
Task #	UPK Code	UPK Name
1	AP-033	Run Cash Requirements Report
2	AP-022	Create Payment Control Group
3	AP-023	Review Payment Control Group
4	AP-015 AP-025	Revise Posted Voucher Reset Payment Processing
6	AP-024 AP-027 AP-030 AP-031	Write and Update Payment Print Checks Write Payment ACH Wire Update Payment ACH Wire
7	AP-003 AP-018 AP-025 AP-026	Supplier Payment Inquiry Void Payment and Voucher Reset Payment Processing Void a Payment
8	AP-024	Write and Update Payment
9	GL-018 GL-037	Post Payments to GL Manual Bank Reconciliation

Controls

AP-05 Associated Control Activities		
Task #	Control Description	Task Owner
3	The A/P Supervisor will generate a report (Payment Group Edit Report) and review the vouchers for correctness. In case errors are found, the A/P Supervisor must correct them before printing the checks and EFT advices.	A/P Supervisor
11	Checks exceeding \$3,000 must be manually signed by the Accounting Manager or Director before they are mailed.	A/P Supervisor

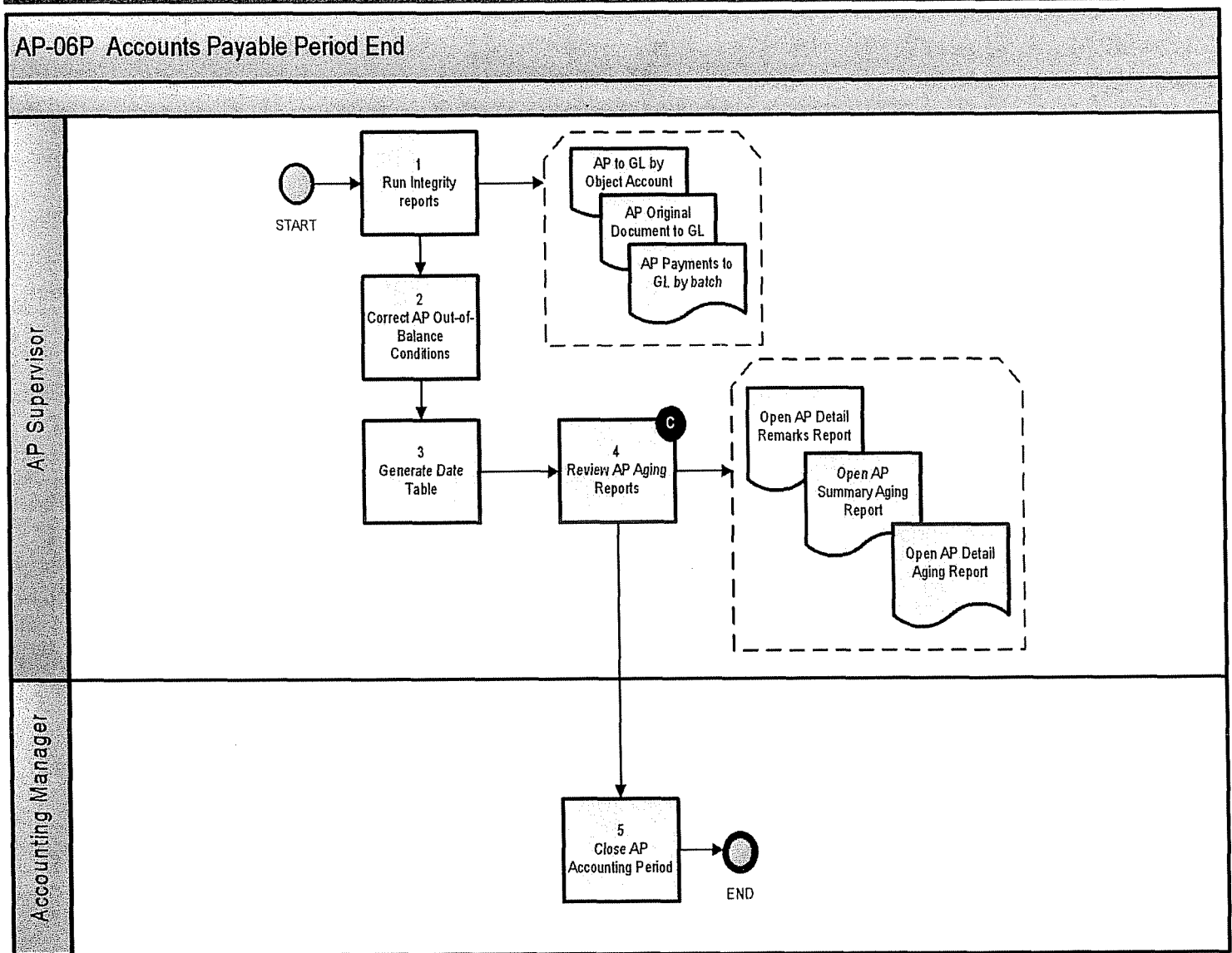
Key Business Rules

- The Cash Requirements Report will be run on a weekly basis by the A/P Supervisor and reviewed.

1.6 AP-06P: Accounts Payable Period-End

Process flow depicts all the tasks executed at period-end, such as running A/P integrity reports, reviewing the Accounts Payable, and making any necessary adjustments before closing the A/P accounting period.

Process Flow



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UPKs

AP-06P Associated UPKs		
Task #	UPK Code	UPK Name
1	AP-037 AP-038 AP-039	Run Certificate of Insurance Report Run Payments to GL Integrity Report Run Vouchers to GL Integrity Report
4	AP-034 AP-035 AP-036	Run Open A/P Details Remarks Report Run Open A/P Details Aging Report Run Open A/P Summary Aging Report
5	AP-040	Monthly Period Close

Controls

AP-06P Associated Control Activities		
Task #	Control Description	Task Owner
4	The A/P Supervisor will generate JDE A/P reports – such as Open A/P Detail and Open A/P Summary – and review them to ensure information accuracy before closing the Accounts Payable for the period.	A/P Supervisor

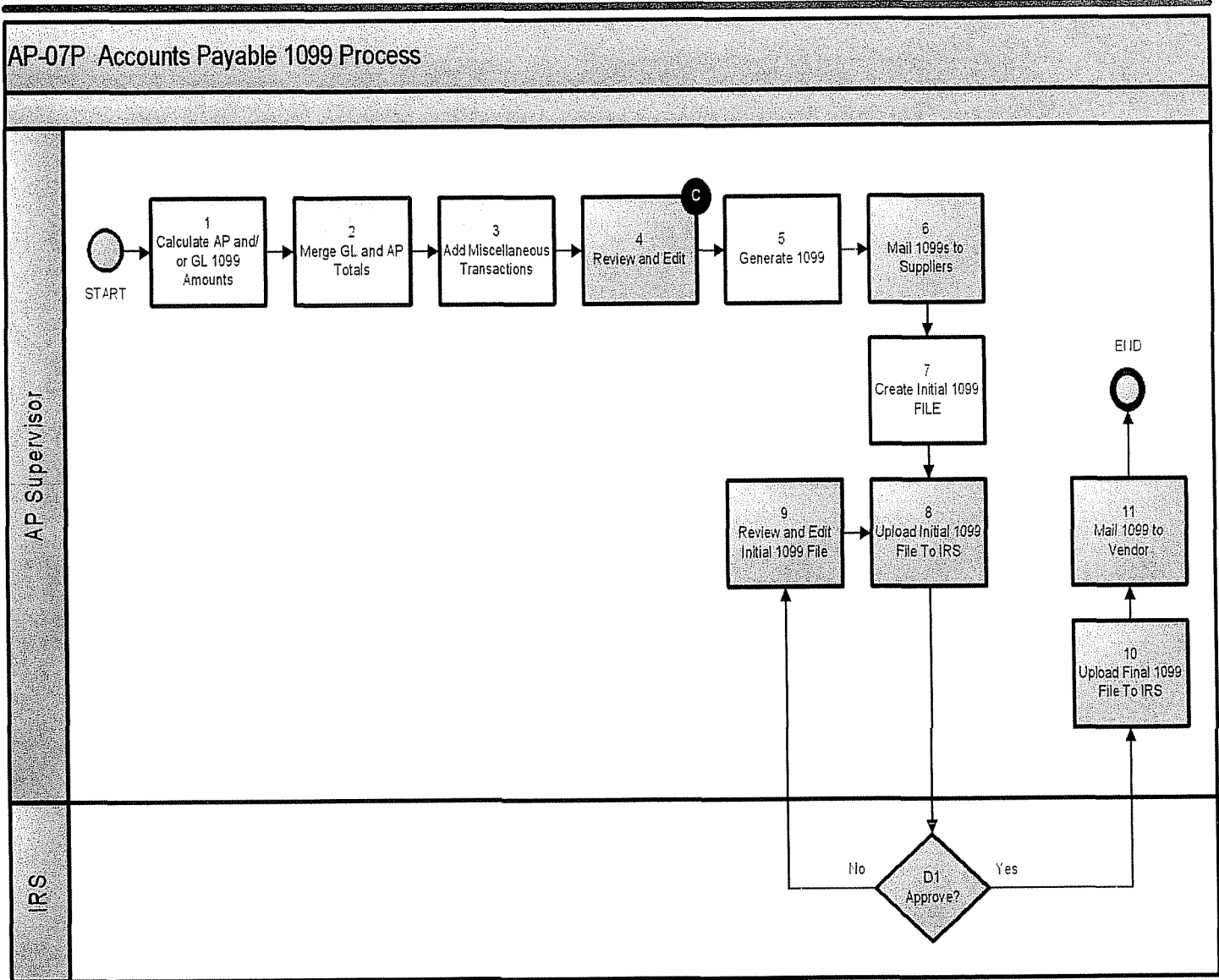
Key Business Rules

- The Open A/P Details Remarks Report, and Open A/P Details Aging and Summary Reports will be run on a weekly basis by the A/P Supervisor and reviewed.
- The Certificate of Insurance Report will be run on a weekly basis and reviewed by any member of the A/P staff.
- The Payments to GL Integrity Report and Vouchers to GL Integrity Report will be auto-run every night and printed for the A/P Supervisor to review the following day. All problems are to be resolved within 24 hours.

1.7 AP-07P: Accounts Payable 1099 Process

Process depicts the tasks required to generate and submit 1099 forms. The entire process is executed within the JD Edwards (JDE), with review and editing by the Accounting staff.

Process Flow



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UPKs**AP-07P Associated UPKs**

None

Controls**AP-07P Associated Control Activities**

Task #	Control Description	Task Owner
4	After the A/P staff calculates and merges the GL and A/P 1099 amounts, the Accountant must review the information in the system (JDE) for accuracy and completeness, and edit it if necessary.	Accounting Manager

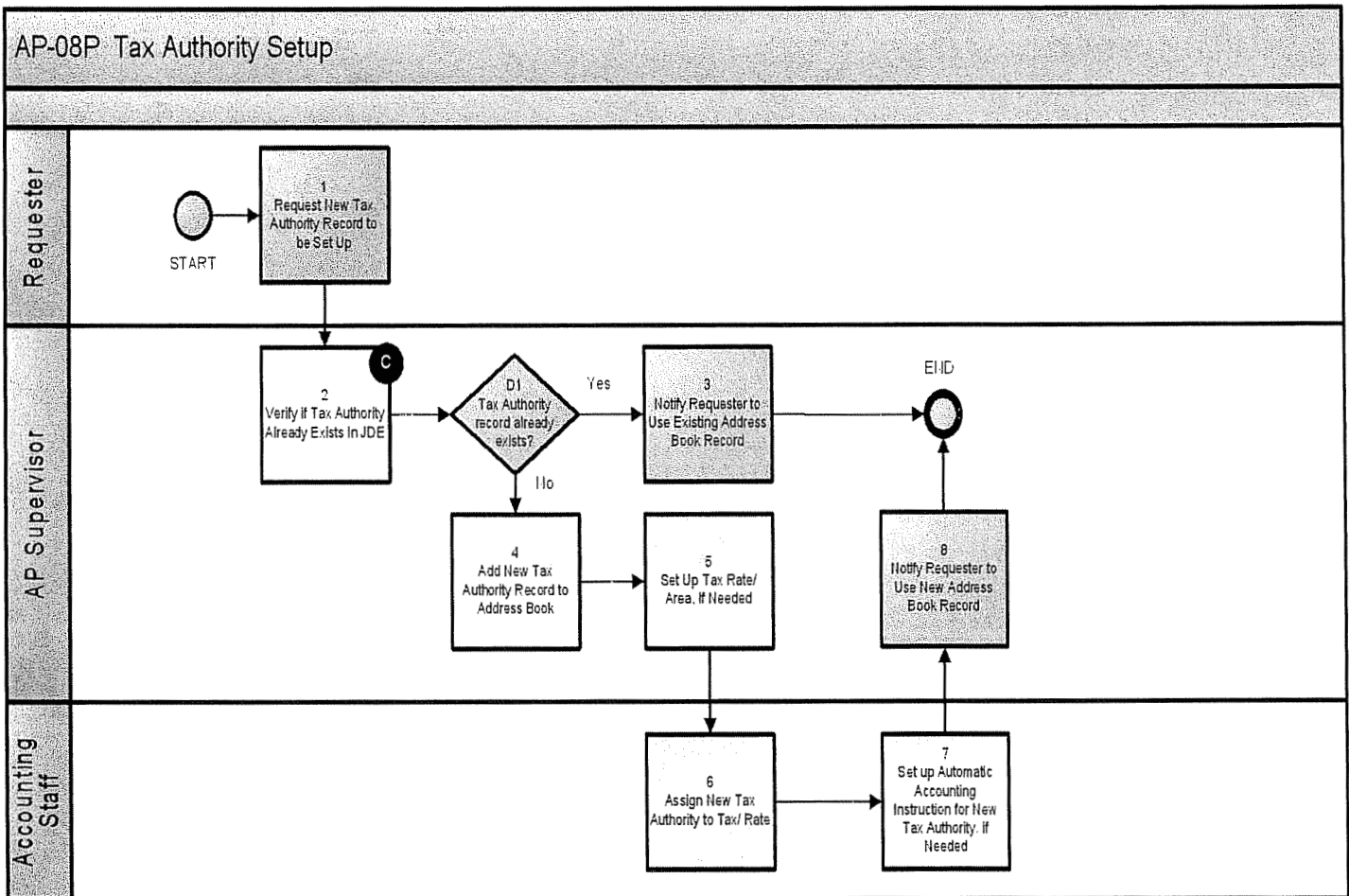
Key Business Rules

None

1.8 AP-08P: Tax Authority Setup

Process flow depicts the setting up of a new vendor within JD Edwards, and tasks required to associate a new tax authority record to an existing Address Book record in the system.

Process Flow



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UPKs

AP-08P Associated UPKs		
Task #	UPK Code	UPK Name
5	AP-001	Setting Up New Suppliers
7	GL-055 GL-056	Set up Procurement AAls line by Line Set up Procurement AAls Import Method

Controls

AP-08P Associated Control Activities		
Task #	Control Description	Task Owner
D1	Upon receiving a request to create a new tax authority record in the system (JDE) and adding it to an existing Address Book record, the A/P Supervisor must verify that such record already exists. If affirmative, the Supervisor must inform the requester to use the existing record. This must be done to ensure that no duplicate tax authority records are created in JDE.	A/P Supervisor
N/A	The Accounting Manager can periodically check the status of Automatic Accounting Instructions by running and reviewing an AAI report. Any discrepancies can be addressed and corrected by the Accountant.	Accounting Manager

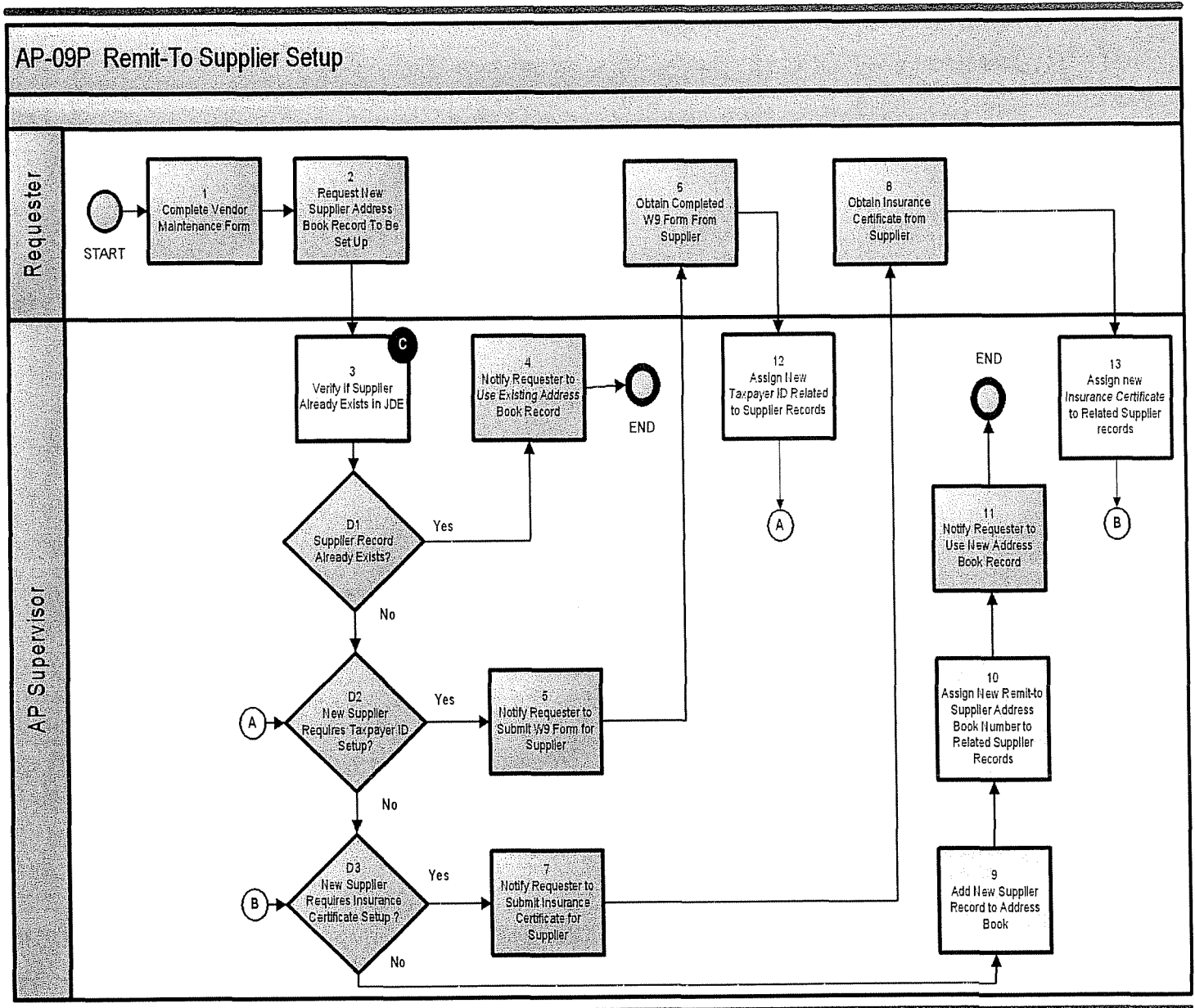
Key Business Rules

None

1.9 AP-09P: Remit-to Supplier Setup

Process flow depicts the activities required for setting up new vendor records in JD Edwards (JDE). Involves tasks such as verifying if the vendor already exists in the system, and subsequent notification to the requester of the setup completion.

Process Flow



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UPKs

AP-09P Associated UPKs		
Task #	UPK Code	UPK Name
3	AP-002	Supplier Ledger Inquiry
	AP-004	Supplier Maintenance
9	AP-001	Setting Up New Suppliers

Controls

AP-09P Associated Control Activities		
Task #	Control Description	Task Owner
3	Upon receiving a request to add a new vendor to the system (JDE), the A/P Supervisor must check whether or not the vendor has already been set up. If not, they must set it up and inform the requester. If the vendor record already exists, the A/P Supervisor must inform the requester to use the existing record.	A/P Supervisor

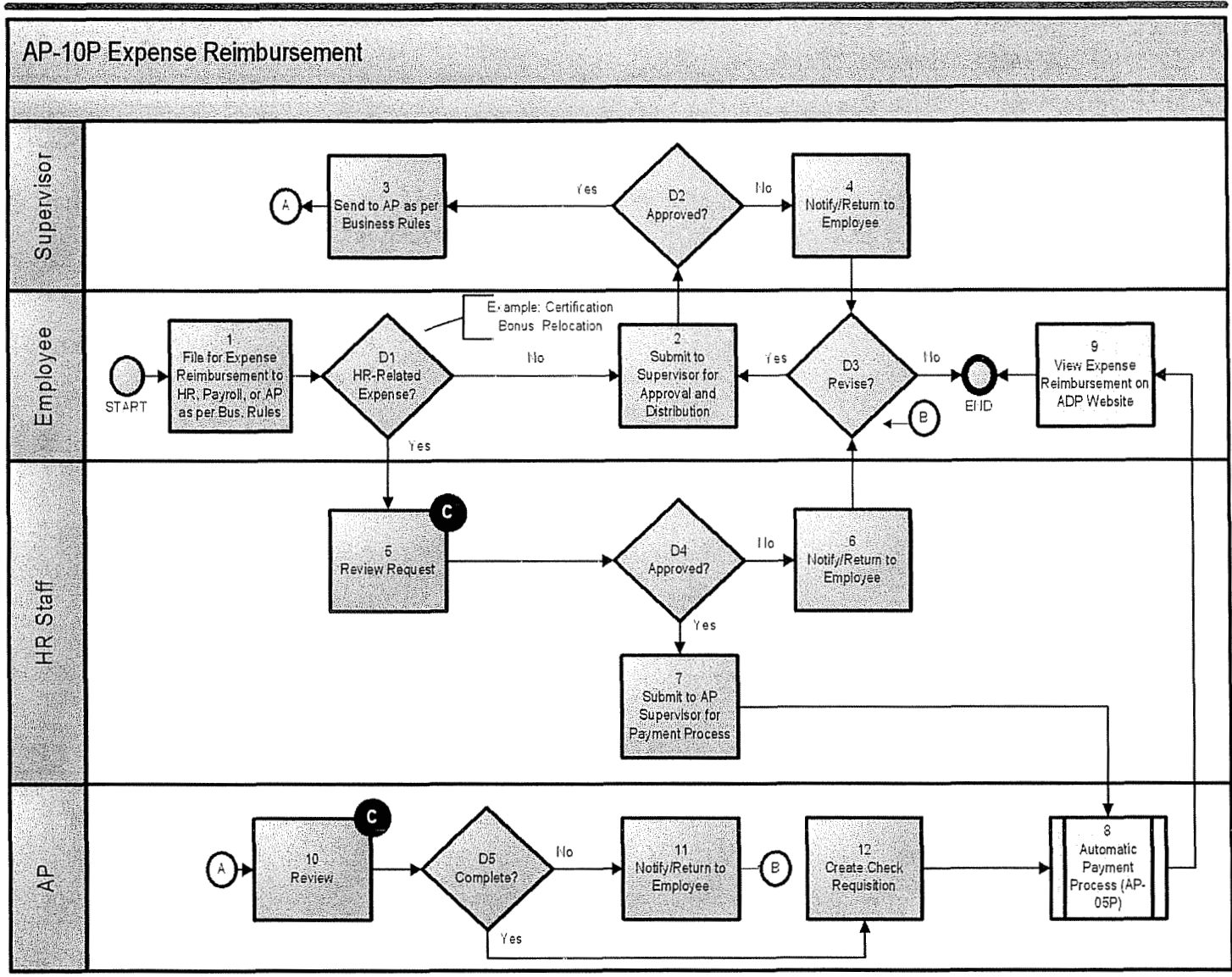
Key Business Rules

- The A/P Supervisor is only one authorized to set up new vendors.
- To request a new vendor, the field must fill out and submit the Vendor Maintenance Form to A/P.
- The A/P Supervisor holds authority to alter vendors once they are set up. The Accounting Manager will then review these alterations and approve them within 24 hours.

1.10 AP-10P: Expense Reimbursement

Process flow depicts the tasks required for reimbursing Employee expenses incurred during the course of business, involving review and approval by Accounts Payable or Human Resources.

Process Flow



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UPKs**AP-10P Associated UPKs**

None

Controls**AP-10P Associated Control Activities**

Task #	Control Description	Task Owner
5	Upon receiving the employee's reimbursement request and supporting documentation, the Accounts Payable (AP) staff will review it and approve or reject the request before creating the check requisition. If the request is not approved, AP will inform the employee. In the case of an HR-related expense, this task will be carried out by the HR Staff.	AP staff
		HR Staff
10	Upon receiving the employee's reimbursement request and supporting documentation, the AP staff will review it for completeness and inform the employee in case additional information is required.	AP clerk
N/A	Apart from the controls described above, the work performed by the AP staff is periodically reviewed at the AP Supervisor's discretion.	AP Supervisor

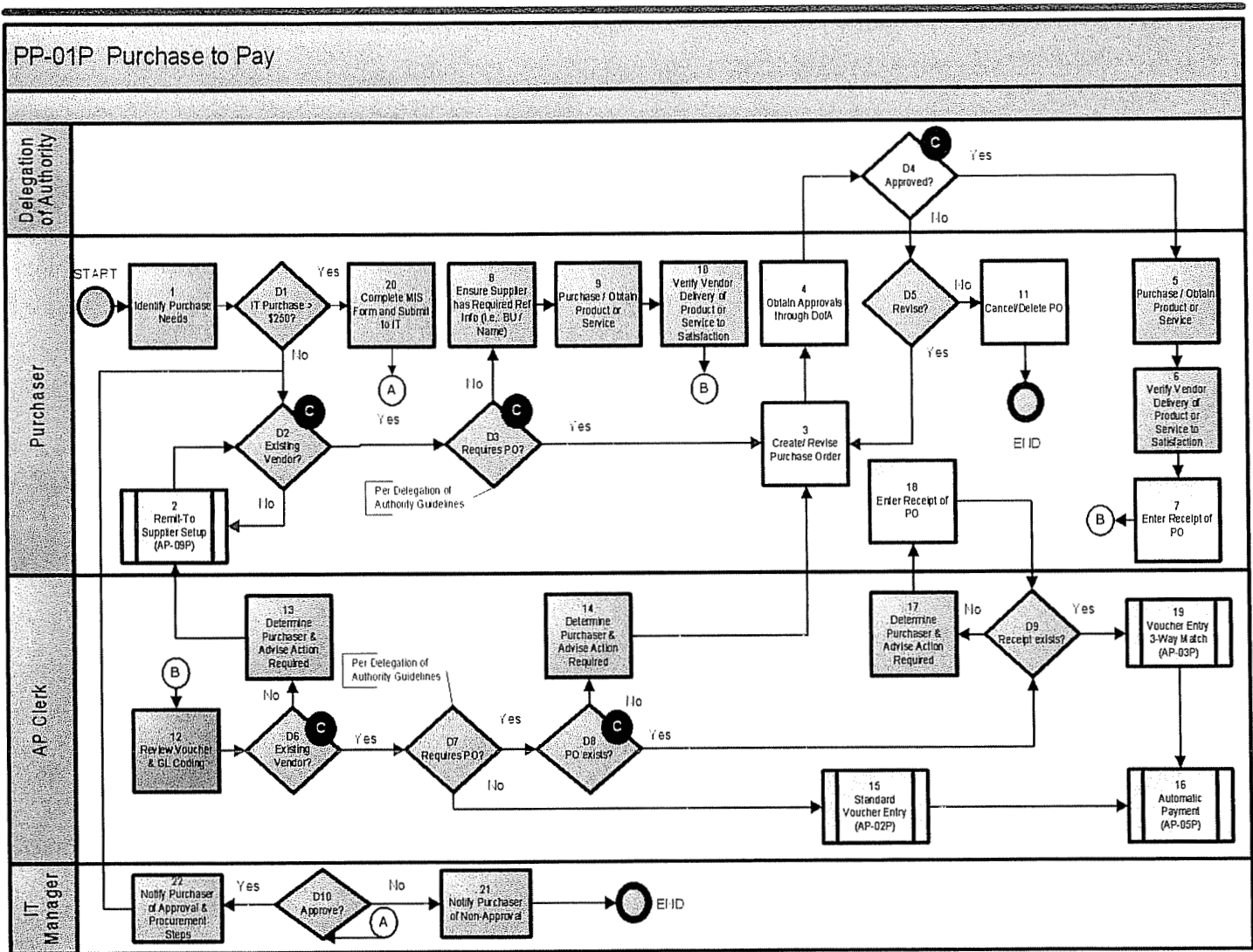
Key Business Rules

None

1.11 PP-01P: Purchase to Pay

Process flow depicts the activities performed when purchasing products and/or services at UI. This map outlines the different levels of authority (as per the Business Rules) involved in the process as well as the communication flow between the Purchaser and Accounts Payable.

Process Flow



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UPKs

PP-01P Associated UPKs		
Task #	UPK Code	UPK Name
3	PO-002	Create Purchase Order – Expenses
	PO-003	Create PO for a Project that has Multiple Vendors
	PO-004	Create PO for a Project that has Single Vendor
	PO-005	Create PO for the Purchase a Fixed Asset
	PO-006	Update PO with a Fixed Asset Number
	PO-007	Create PO – IT Related Purchase
	PO-008	Create PO by Copying and Existing PO
	PO-009	Cancel a PO Line on the PO Entry Screen
	PO-010	Cancel a PO Line on Receipt Entry Screen
	PO-011	Revise Existing PO
	PO-024	Reject PO – Multiple Contractor Project
	PO-025	Reject PO – IT Related
	PO-026	Reject PO – Other Purchases
4	PO-012	Approve and Release Budget Hold PO
	PO-013	Approve Purchase Orders – Multiple Contractor Project
	PO-022	Approve Purchase Orders – IT Related Purchases
	PO-023	Approve Purchase Orders – Other Purchases
D4	PO-014	Print Purchase Order
7	PO-015	Enter Receipts for a PO – Full Receipt
	PO-016	Enter Receipts for a PO – Partial Receipt (PO Remains Open)
	PO-017	Enter Receipts for a PO – Partial Receipt (Close Remaining Amt)
	PO-018	Reverse a Receipt
	PO-019	Post Receipt Batches (Performed by Finance)
N/A*	PO-001	Setup Procurement Approval Route
	PO-030	Setup Order Activity Rules
	PO-031	Setup Line Type
	PO-021a	Print PO Report – Open PO Detail By Supplier
	PO-021b	Print PO Report – Open PO Detail By Cost Center
	PO-021c	Run Purchasing Ledger Report
	PO-021d	Print Purchase Receiver
	PO-020a	Open Receipts Inquiry
	PO-020b	Open Orders Inquiry
	PO-020c	Commitment Inquiry
	PO-027	Review PO – Multiple Contractor Project
	PO-028	Review PO – IT Purchases
	PO-029	Review PO – Other Purchases

* These UPKs are not associated with any specific Procurement process flow outlined above. Rather they are meant to provide additional information and instructions on how to execute general Procurement activities in JD Edwards.

VII. Capital Projects

1.0 Overview

The Capital Projects module is comprised of the key business processes involved in creating the initial budget for Capital Projects, as well as the approval, setup, review, and close of such projects.

A Capital Project is defined as any capitalized expenditure that is either greater than \$50,000 or takes longer than 30 days to complete.

The following process flows are described in detail throughout this section:

- 1.1 : CP-01P Capital Project Initial Budget Creation
- 1.2 : CP-02P Capital Project Setup
- 1.3 : CP-03P Capital Project Changes
- 1.4 : CP-04P Manage Capital Project Updates
- 1.5 : CP-05P Capital Projects Review and Closing

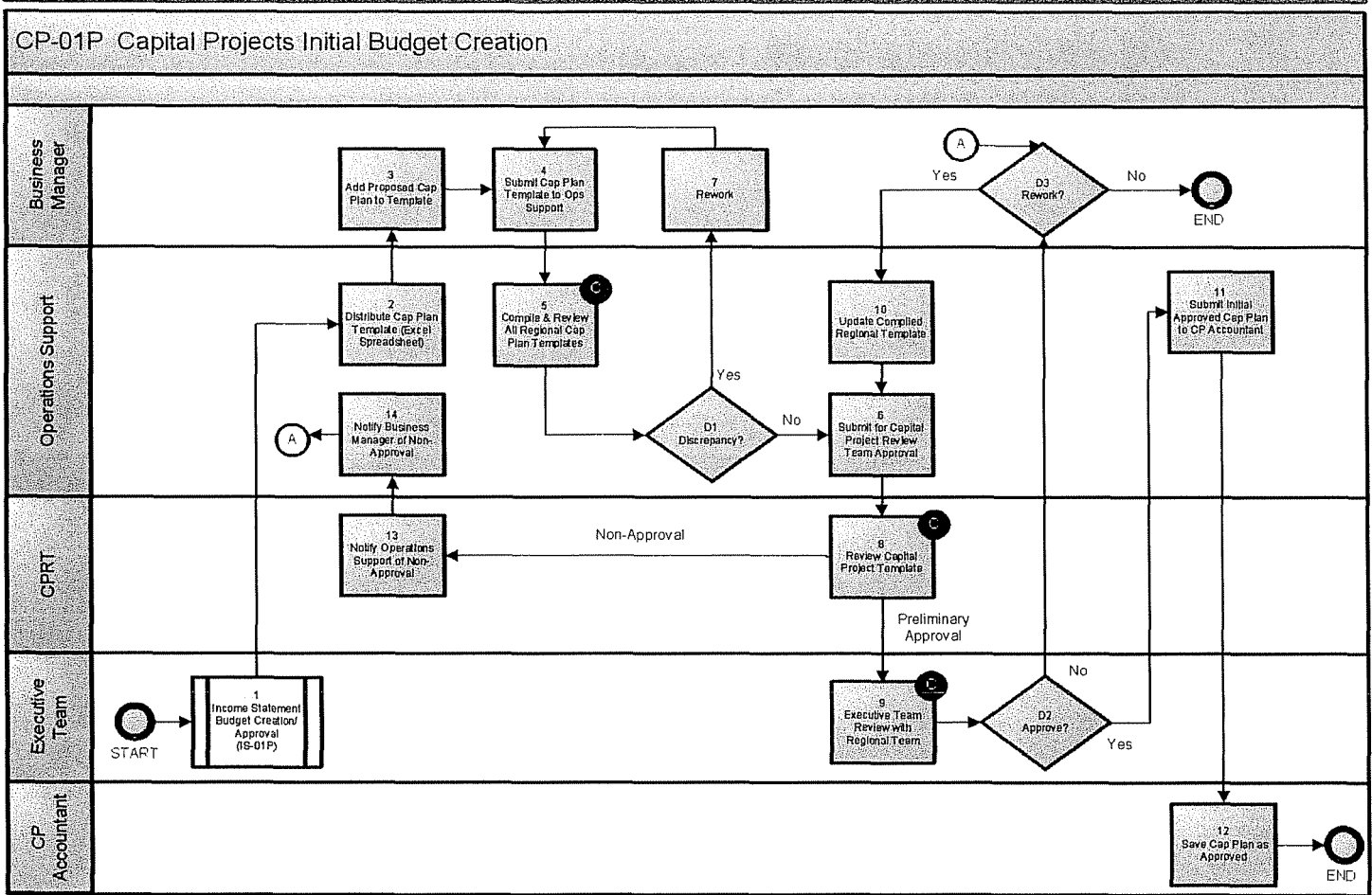
1.1 CP-01P: Capital Projects Initial Budget Creation

Process flow depicts a series of checks and consolidations to ensure Budget information accuracy and completeness.

The Operations Support staff reviews the completed Capital Plan forms (Excel templates) submitted by the Business Managers, and are responsible for compiling and reviewing all information received. Once complete, and before spending can commence, the Capital Plan is submitted for review and approval to the Capital Projects Review Team (CPRT), and ultimately for review and approval to the Executive Team.

Refer to the UI "Delegation of Authority (DofA) and Documentation Thresholds" for additional information.

Process Flow



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UPKs**CP-01P Associated UPKs**

None

Controls**Control Activities**

Task #	Control Description	Task Owner
4	Operations Support staff are responsible for compiling all the information contained in the Cap Plan templates sent by Business Managers and ensure completeness. In case any discrepancies or missing information is identified, those professionals must contact the corresponding Business Manager in order to solve the issue.	Operations Support staff
8	After the Cap Plan templates have been properly reviewed and compiled, the Executive Team is responsible for reviewing the information in conjunction with the Regional Team and deciding whether to approve or not the budget based on the information received.	Executive Team

Key Business Rules**Project estimates**

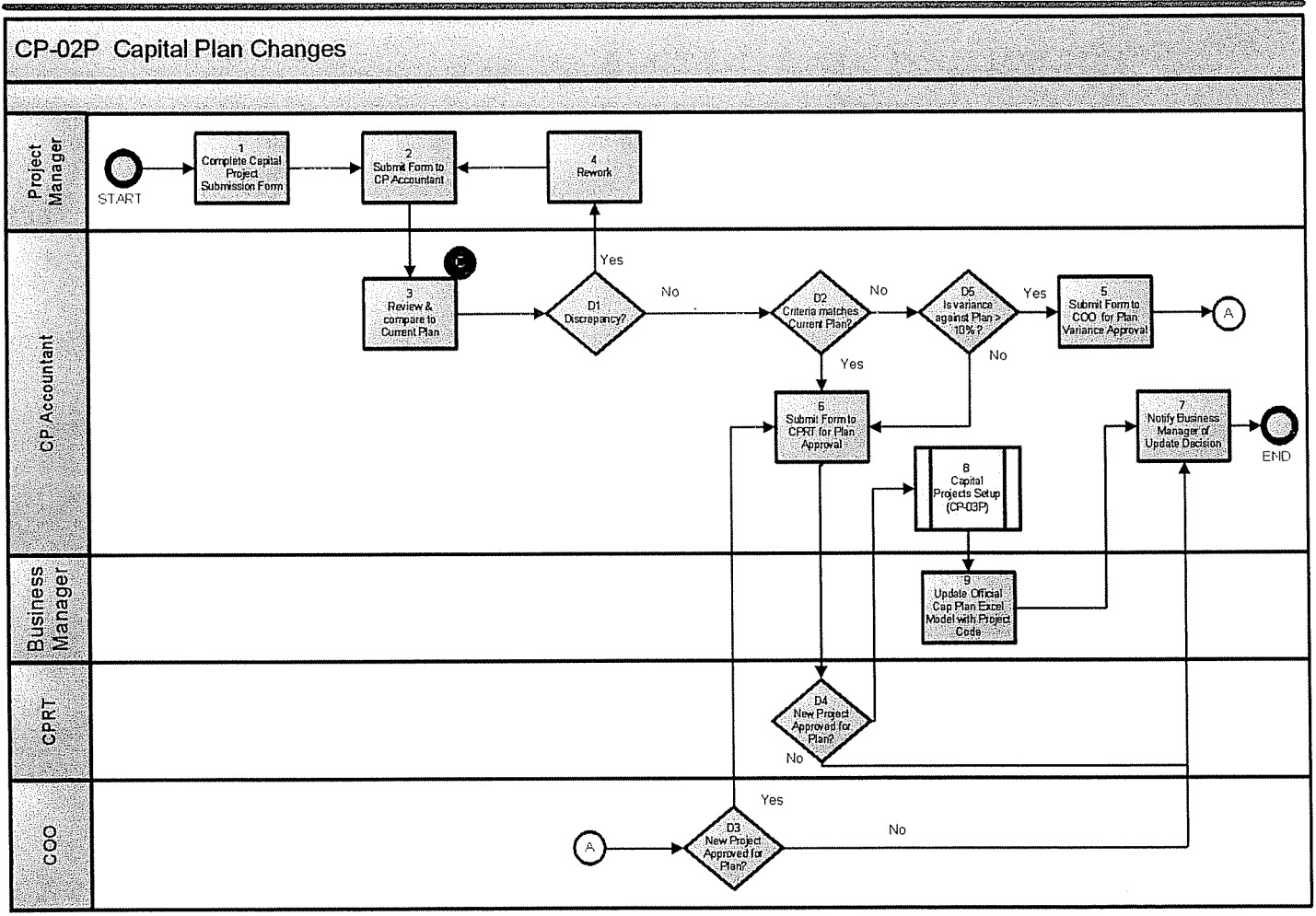
- For any project in excess of \$100,000:
 - The project estimate should be completed by Engineering.
 - If not, include justification.
- All project bid submissions should be provided as support documentation for the final selected bid.
- A project timeline must be included.

1.2 CP-02P: Capital Plan Changes

Process flow depicts several control checks and reviews required, before a Capital Project can be set up in JD Edwards's (JDE) Capital Projects Module. The Capital Projects (CP) Accountant is responsible for ensuring any Project request is either a) included in the Capital Plan, or b) is considered an emergency or unplanned project. After review and approval by both the COO and Capital Project Review Team, the CP Accountant gives the Capital Project a final review before setup within JDE. This process flow also covers setups between single and multiple contractor projects.

Refer to the UI "Delegation of Authority (DofA) and Documentation Thresholds" for additional information.

Process Flow



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UPKs**CP-02P Associated UPKs**

None

Controls**CP-02P Associated Control Activities**

Task #	Control Description	Task Owner
3	Before making any changes to the Capital Plan template, Operations Support staff will review those changes received from the Business Manager and compare the new template with the current version. They will follow up with Business Managers in case any issues are identified.	CP Accountant

Key Business Rules**Project Changes within JD Edwards (JDE)**

- Project Owners are responsible for entering accurate and timely updates into JD Edwards (JDE).
- All budget changes involving start/end dates should be communicated to the Capital Project (CP) Accountant, as soon as known.

If a change to the budget is outside of the Project Owner's delegation of authority (per the UI "Delegation of Authority (DofA) and Documentation Thresholds"):

- JDE will prompt the Project Owner for additional approval(s) before the Owner can commit to spending additional resources toward the project.
- Area Managers will be responsible for the creation and maintaining of preventative maintenance schedules, for their respective territories., for project assets.
- The Accounts Payable (AP) department is responsible for the JD Edwards (JDE) Address Book maintenance, pertaining to facility sites.
 - All requests for change(s) will be submitted using the Vendor Maintenance Form.

Project Deletion

- If purchase orders have not been issued against a project, said project can be *deleted* directly from the Capital Project Master template by the Capital Projects (CP) Accountant.
 - If the project has incurred charges, the project must be *closed*.

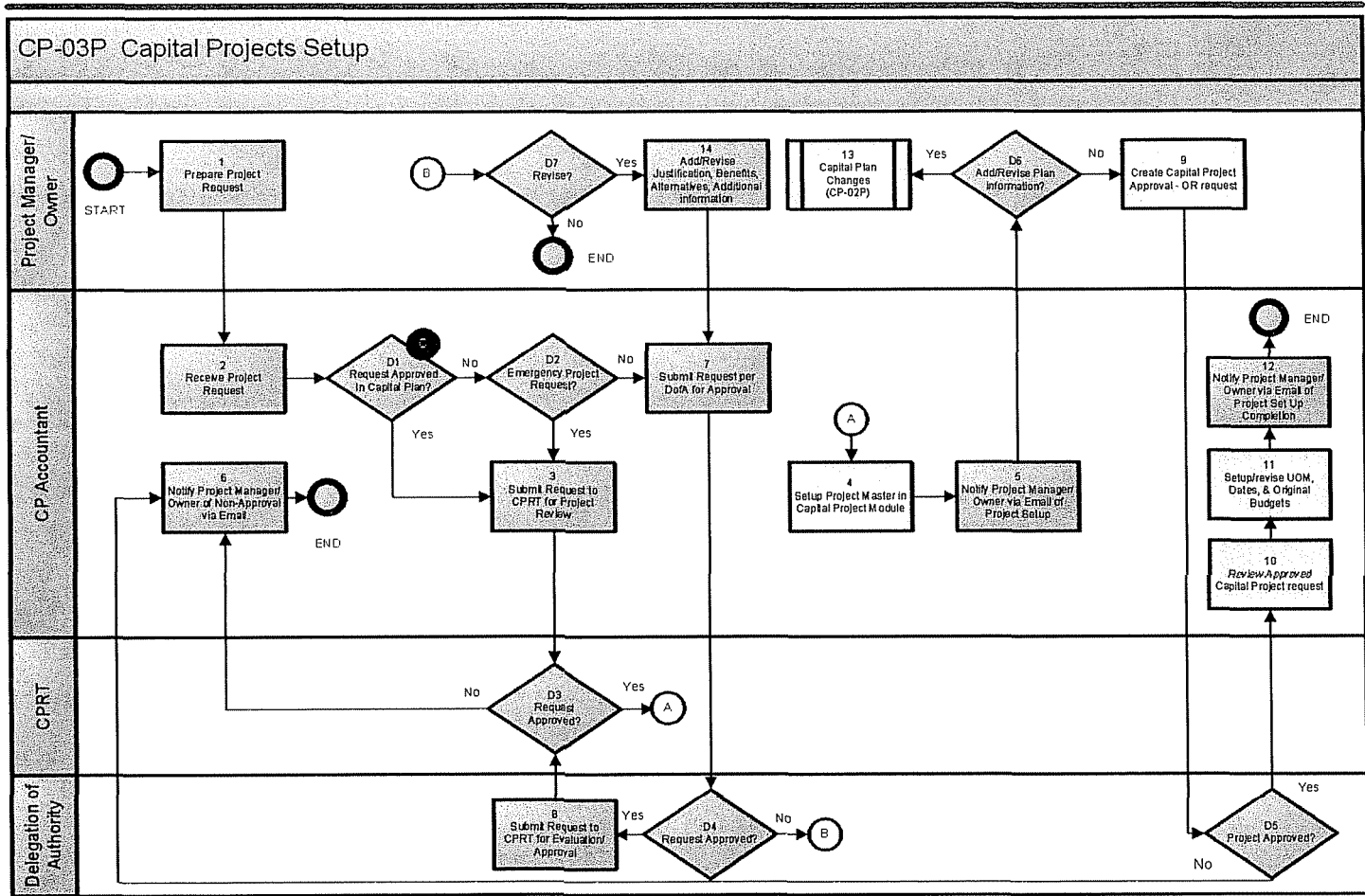
1.3 CP-03P: Capital Project Setup

Process flow depicts the steps required to make changes to the Capital Plan (Excel Spreadsheet) template.

Once requested changes are reviews by the Business Managers, the Capital Projects Accountant will submit the Capital Project Submission form to the Chief Operating Officer (COO) for approval. Once preliminary approval is granted, the Capital Projects Accountant will submit the form to the Capital Projects Review Team (CPRT) for final approval. When final approval is granted, the Capital Projects Accountant will update the Capital Plan template, and notify the requesting Business Manager.

Refer to the UI "Delegation of Authority (DofA) and Documentation Thresholds" for additional information.

Process Flow



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UPKs

CP-03P Associated UPKs		
Task #	UPK Code	UPK Name
6	CP-001	Add New Project (Job Cost Business Unit)
	CP-001a	Update New Project (Job Cost Business Unit)
	CP-002	Create New Project from Existing Project
	CP-002b	Create New Project from Model Project
	CP-019	Setup Model Project
	CP-028	Capital Project Setup
8	CP-003	Enter Project Dates, Justification, Alternatives, etc.
	CP-011	Review Originator's Approval Cue
9	CP-008	Enter Capital Project Approval Entry
10	CP-009	Release Held Project
	CP-010	Approve Capital Project Entry
	CP-024	Reject Capital Project
11	CP-011	Review Originator's Approval Cue
	CP-025	Print Approved Capital Project OR
12	CP-004	Copy Components from Chart Type to Project
	CP-005	Copy Existing Project Components to New Project
	CP-006	Delete Components from Project
	CP-007	Add Components from Project
	CP-012	Enter Capital Project Original Budget
	CP-013	Lock Original Budget
	CP-014	Enter Budget Amount Revision
	CP-015	View Actual Project Changes
	CP-016	Review Financial Job Account/Ledger Information
	CP-017	View Job Commitment
CP-026	Enter Actual Start & End Project Date	
14	CP-007	Add Components to Project

Controls

CP-03P Associated Control Activities		
Task #	Control Description	Task Owner
3	The CP Accountant will check whether the request for the Capital Project has been included in the Capital Plan or whether it can be categorized as an emergency. If none of these apply, the accountant will then inform the Project Manager/Owner that the request cannot be processed. This is done as a means to ensure compliance with the pre-defined budget outlined in the Capital Plan.	CP Accountant
4		CP Accountant
10	UI professionals with the proper authority as per the Business Rules will review and approve the Capital Project Approval (document type OR).	Delegation of Authority (see Business Rules)
11	After being reviewed and approved by the Executive Team, the Capital Project request will be returned to the CP Accountant who must review it in the system and make any necessary adjustments (e.g.: dates, UOM, etc)	CP Accountant

Key Business Rules

Project Setup and Approval

- The Capital Project (CP) Accountant will only set up those projects in the approved Capital Plan, or considered an emergency project.
- All projects must have proper supporting documentation before being considered for approval. The project details and Parent Purchase Order (also known as the Capital Project Approval – OR) *must*:
 - be written so that any person reasonably familiar with the utilities business (e.g. commission, auditors, etc.) can understand the work order and the complete job scope. Nothing will be assumed about the scope that is not written in the Capital Project-OR.
 - have a reasonable amount of support background and history, so the reader may determine if the investment makes logical business sense to undertake.
 - For example, if the project consists of painting a WWTP, include the size of the plant, and date(s) when last painted.
 - Include all relevant information, while being mindful to stay on topic and omit extraneous details.
 - list logical alternatives considered, and associated costs. If the alternative is non-action, briefly list the consequence(s).
 - For example, if the project consists of replacing a tank that clearly seemed oversized originally, discuss that a smaller tank could be used, and why it was not selected).
 - contain an official estimate from a vendor and/or contractor (beyond the original Capital Plan estimate). Verify for accuracy before submission.

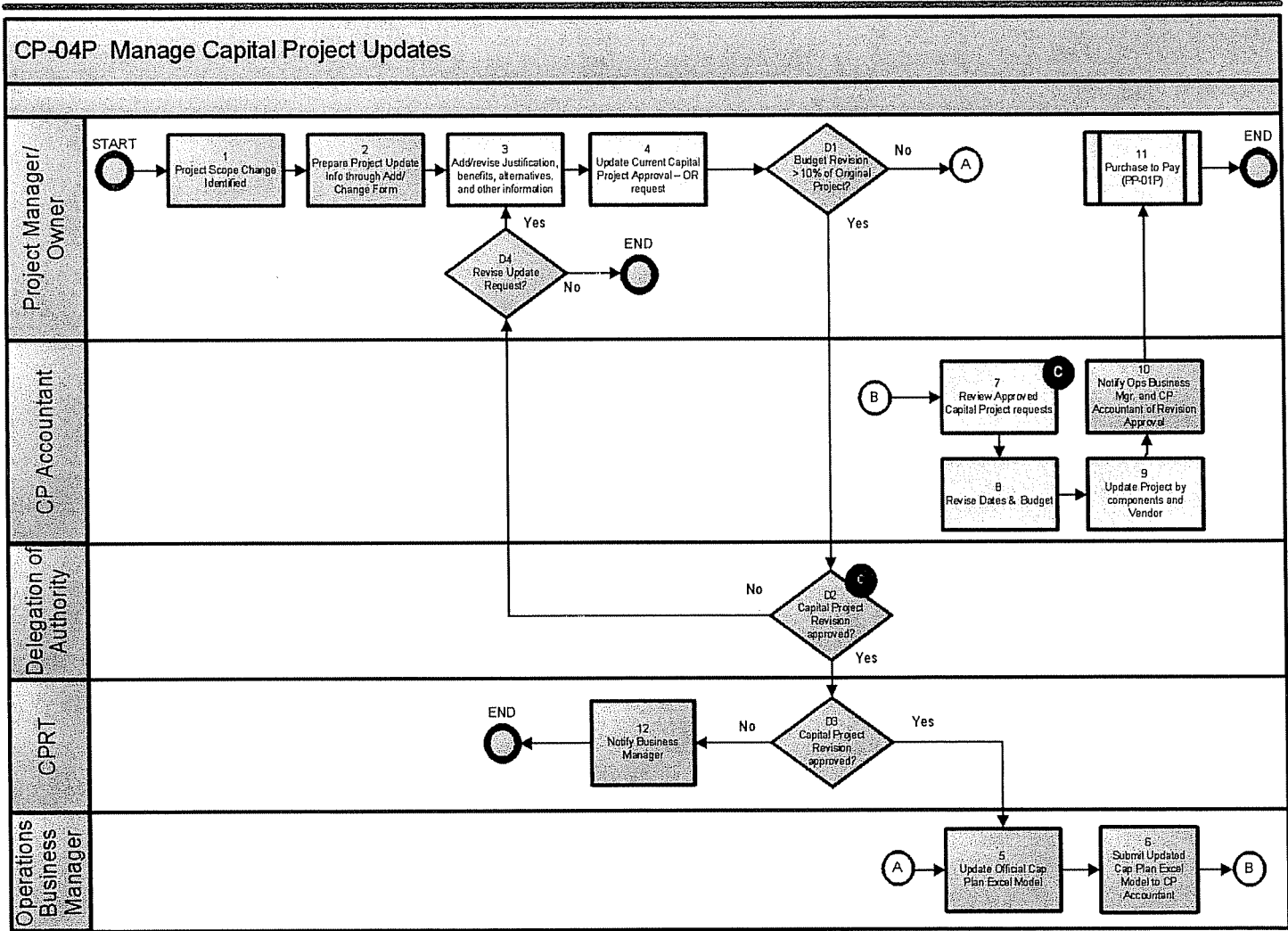
- contain an estimated start date and completion date. Verify for accuracy before submission.
 - be professional , and use correct grammar and punctuation.
- The applicable Project approver, per the UI “Delegation of Authority (DofA) and Documentation Thresholds”, will receive an email notification, of a pending Project awaiting approval. Additionally, those responsible for approving purchases should perform routine checks of the JD Edwards (JDE) Work Center to view pending approvals.

1.4 CP-04P: Manage Capital Project Updates

Process flow depicts the control process and review whenever changes, such as scope updates, are made to a Capital Project. Before updates are entered into JD Edwards's (JDE) Capital Project Module, all must be reviewed and approved per the Business Rules. After updates are reviewed and approved through proper Delegation of Authority channels, the CP Accountant gives the Capital Project a final review before setup within JDE.

Refer to the UI "Delegation of Authority (DofA) and Documentation Thresholds" for additional information.

Process Flow



Revised 12-2010

Manual Process JD Edwards Software CC&B

UPKs

CP-04P Associated UPKs		
Task #	UPK Code	UPK Name
3	CP-003	Enter Project Dates, Justification, Alternatives, etc.
	CP-011	Review Originator's Approval Cue
4	CP-008	Enter Capital Project Approval Entry
5	CP-009	Release Held Project
	CP-010	Approve Capital Project Entry
	CP-024	Reject Capital Project
6	CP-011	Review Originator's Approval Cue
	CP-025	Print Approved Capital Project OR
7	CP-004	Copy Components from Chart Type to Project
	CP-005	Copy Existing Project Components to New Project
	CP-006	Delete Components from Project
	CP-007	Add Components from Project
	CP-012	Enter Capital Project Original Budget
	CP-013	Lock Original Budget
	CP-014	Enter Budget Amount Revision
	CP-015	View Actual Project Changes
	CP-016	Review Financial Job Account/Ledger Information
	CP-017	View Job Commitment
CP-026	Enter Actual Start & End Project Date	
10	CP-007	Add Components to Project

Controls

Control Activities		
Task #	Control Description	Task Owner
5	UI professionals with the proper authority as per the Business Rules will review and approve the Capital Project Approval (document type OR).	Delegation of Authority (see Business Rules)
6	After being reviewed, the approved Capital Project change request will be returned to the CP Accountant who must review it in the system and make the required adjustments	CP Accountant

Key Business Rules

Budget Overage Tolerance

- The budget overage tolerance for the creation of a purchase order is 10%.
- The tolerance related to receiving a purchase order is 0%.
- The tolerance related to paying an invoice is ≤\$250
 - All purchase order receipt amounts ≤\$250 can be processed by Accounts Payable without follow-up contact with the purchase order originator.
 - For all purchase order receipt amounts in excess of \$250 from the original purchase order, the purchase order originator must contact the vendor for issue resolution, before the purchase order can be received.

Purchase Order Hold/Release Process

In the event a purchase order for a Project is increased for more than the original approved Capital Project Approval-OR amount, JD Edwards (JDE) will place the purchase order into a “hold” status. Doing so takes the purchase order out of the approval route until the budget hold is released.

- The Regional Director is responsible for reviewing the purchase orders on budget “hold”, and for approval/denial of the budget overage.
- If the budget overage is allowable, the Regional Director will release the budget hold, thus placing the PO back into the approval route for the increased amount.
- If the budget overage is denied, the Regional Director will notify the originator via email (for documentation purposes), and the budget “hold” status will remain within JD Edwards (JDE).
 - The PO originator may then modify/rework the PO, and re-submit.

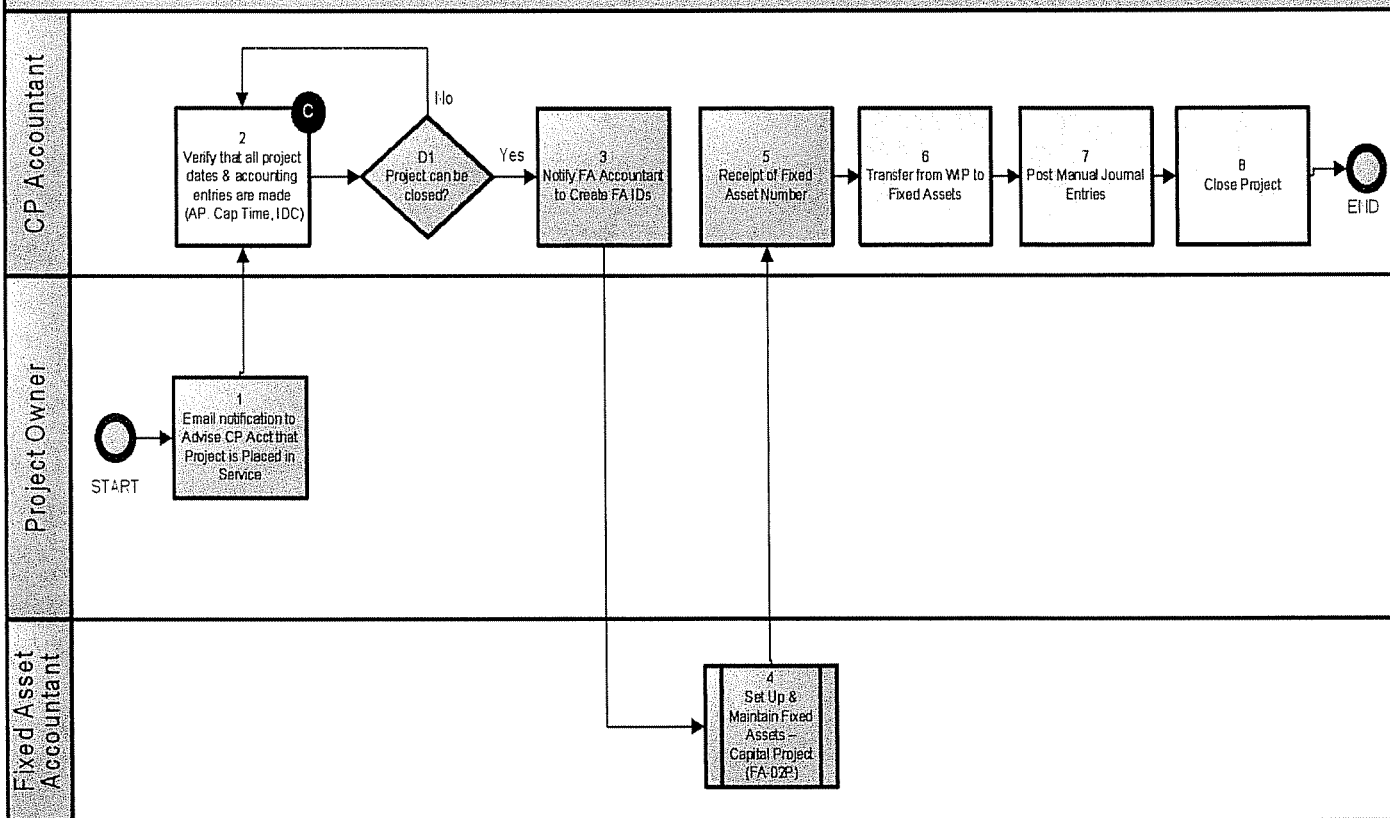
1.5 CP-05P: Capital Project Review and Closing

Process flow depicts the tasks required to close a Capital Project and transfer the information into the JD Edwards (JDE) Fixed Assets module.

Process Flow



CP-05P Capital Projects Review & Closing



Revised 12-2010

Manual Process

JD Edwards Software

CC&B

UPKs

CP-05P Associated UPKs		
Task #	UPK Code	UPK Name
2	CP-014	Enter Budget Amount Revision
	CP-016	Review Financial Job Account/Ledger Information
	CP-017	View Job Commitment
	CP-026	Enter Actual Start & End Project Date
6	FA-026	Transfer a Fixed Asset
7	FA-025	Post Individual Fixed Asset
8	CP-018	Close Project
N/A*	CP-027	Setup Approval Order Activity Rules
	CP-029	Setup Cost Code Structure
	CP-020	Setup Approval Route
	CP-021	Establish Budget Hold
	CP-022	Define Column Selection & User Version on Job Status Inquiry
	CP-023	Setup Custom Column Version

* These UPKs are not necessarily associated with any of the Capital Project process flows shown above. Rather they are meant to provide additional information and instructions on how to execute general Capital Project activities in JD Edwards.

Controls

CP-05P Associated Control Activities		
Task #	Control Description	Task Owner
2	Upon being notified by the Project Manager to close the Project, it is the CP Accountant's responsibility to ensure that all accounting entries (A/P, IDC, etc) have been appropriately processed	CP Accountant

Key Business Rules

None

1.6 Supporting Information

For the purposes of this document, Capital Projects supporting information is defined as any additional relevant information pertaining to the Capital Projects module that is not considered a Business Rule, such as definitions and/or descriptions of specific procedures.

Note: Additional information on JD Edwards (JDE) definitions for PO documents may be found in the Procurement section of this document.

Capital Projects and IDC

- **Capital Project** – Any capitalized expenditure either > \$50,000, or with a duration greater than 30 days to complete.
 - A **Rate Case** is also considered a Project.
- **Interest During Construction (IDC)**
 - Starts at first dollars charged (invoice, or capitalized time)
 - Stops when item is available for use (independent of whether item is actually in use).

Communication Channels

Most communication regarding Capital Plan creation, changes, setup, updates, and close will occur via email or phone. However, for items pertaining to plan additions, modifications, or deleting of project components, an applicable form will be submitted by the Project Owner to communicate the process. (See Process Flows for form details).

Project Date Fields in JD Edwards (JDE)

Estimated Start Date - Date which the project is expected to start, and defined as when the first dollar is expected to be charged to the project (capitalized time or invoiced).

- This field is to be entered by the Project Owner

Estimated Placed-in-Service Date – Date which the item is expected to be available for operation/use.

- This field is to be entered by the Project Owner

Actual Start Date – Date when the first dollar is actually charged to the project (capitalized time or invoiced).

- This date is to be entered by the Capital Project (CP) Accountant only, and is considered the beginning point for IDC.

Actual Placed-in-Service Date – Date when the asset is actually available for operation/use.

- Defined as mechanically ready to operate or use, and all necessary approvals (e.g. permits) have been obtained.
- This date is to be entered by the Capital Project (CP) Accountant only.

5. Provide a reconciliation and detailed explanation of each difference, if any, in the capital structure and the net investment rate base of Water Service for the test period.

Response: Witness –Brian Shrake. WSCK is part of a consolidated group of companies, all wholly owned affiliates of Utilities, Inc. Therefore, there is no difference in the capital structure and the net investment rate base of WSCK for the test period.

6. List all business activities of Water Service aside from its regulated utility activities. For each listed activity, describe the accounting policies and procedures in place to ensure that those activities are not subsidized by regulated rates or vice versa.

Response: Witness –Brian Shrake. There are no business activities of WSCK aside from its regulated utility activities.

7. Provide a schedule listing each project included in the test period Construction Work in Progress (“CWIP”). Include a detailed description of each project included in the schedule.

Response: There were no Projects in CWIP at the end of the test year.

8. Provide a test-period general ledger showing account number, subaccount number, account title, subaccount title, and all entries to each account. For each entry state the date paid, vendor name, check number used to make payment and the amount. The general ledger shall include all asset, liability, capital, income, and expense accounts used by Water Service. All accounts should show activity for 12 months. Show the balance in each control and all underlying subaccounts per company books. The test-period general ledger should also be provided on a computer disk in Microsoft Office Excel format.

Response: Witness –Brian Shrake Please see attached general Ledger

9. For each cash account used by Water Service during the test-period, provide a cash disbursements ledger that lists all checks in chronological order and details the date paid, check number, vendor, and amount. The test-period cash disbursements ledger should also be provided on a computer diskette or CD-ROM in an electronic spreadsheet format that is capable of being read and manipulated using Microsoft Excel.

Response: Witness –Brian Shrake

No such document exists for Water Service Corporation of Kentucky. Utilities, Inc. uses a highly centralized cash management system for all its operating companies.

10. Provide all audit adjustments made for the test-period financial statements.

Response: Witness –Brian Shrake No audit adjustments were made to the test-period financial statements.

11. a. Provide a list of all employees employed during the test period. For each employee listed, provide the following:
 - (1) Name.
 - (2) Title.
 - (3) Length of employment with Water Service.
 - (4) Job duties.
 - (5) Test-period pay rate and current pay rate.
 - (6) Test-period regular time worked and overtime worked.
 - (7) Percentage of test-period payroll capitalized.
 - (8) Total test-period payroll expenses and capitalized.
 - (9) Type of employee benefits (e.g., health insurance, dental insurance, vision insurance, pension) and amounts paid for each by Water Service.
- b. Provide a copy of the employee information requested in Item 1 l(a) on a computer diskette or CD-ROM in an electronic spreadsheet format that is capable of being read and manipulated using Microsoft Excel.
- c. Provide the employer retirement contribution rate(s) that were effective during calendar years 2008, 2009, and 2010 and the date on which the rate(s) became effective.
- d. State whether the employer retirement contribution rate will change in calendar year 2011. If the rate is changing, state the revised rate, the reason for the change, and the date on which the revised rate will become effective.

Response: Witness –Brian Shrake Response:

- a. Please see the corresponding files. For items 11.a.(1)-(6), the title, length of employment, and job duties of all employees employed during the test period, please see “Wp b-salary” and “wp b-CSR” in the excel file. For Item 6 it is assumed that all hourly paid employees work 2080 hours in a year. For items 11.a.(7) and (8), please refer to the “wp b-Capttime” tab in the excel file. And for item 11.a.(9), please refer to “wp b1” tab in the excel file.
- b. The information requested for 11 (a) has been provided in Excel
- c. The employer retirement contribution rate for 2008 and 2009 was 7%. This rate is determined at the end of the year by the Board of Directors. The 2010 contribution has not yet been determined but is anticipated to be the same as 2008 and 2009
- d. The rate is anticipated to be 7% for 2011.

12. a. Provide a schedule detailing all test-period expenditures related to the application filed in this current proceeding. Provide in the schedule the nature and amounts of all charges along with a copy of vendor invoices. The invoices should contain detailed descriptions of the services, the amount of time billed for each service, and the hourly billing rate. Identify the account number and title to which each amount was charged.

b. Provide the anticipated total cost of the case upon completion. The projected amount should be detailed by type of service and vendor with supporting documentation for each.

c. Provide a monthly update of the schedule requested in 12(a) showing all of the costs incurred as of that date. Include the supporting detailed vendor invoices as requested in 12(a).

Response: Witness –Brian Shrake

For Item 12 a please see the attached general ledger titled DR 1-12a for the rate case expenses as of 2/14/11.

For Item 12 b please see attached excel file DR 1-12b

Utilities Inc
G/L by Object Account

R09421

2/14/2011

8:46:25

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From Date 1/1/2010
Thru Date 2/14/2011

G/L Account	Account Description	Do	Ty	Documen	Date	G/L	Co	Debit	Credit	Balance	LT	P
2010328.2907.00901	Water Serv Corp of Kentucky CAPITALIZED TIME						345					C
2010328.2907.00901	Georgiev, Lena	T4		713	12/15/2010		345	165.00			AA	P
2010328.2907.00901	Nedved, Spencer L.	T4		716	12/15/2010			140.00			AA	P
2010328.2907.00901	Georgiev, Lena	T4		713	12/15/2010			55.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Shrake, Brian W.	T4		713	12/15/2010			296.00			AA	P
2010328.2907.00901	Haas, Bruce T.	T4		713	12/15/2010			38.25			AA	P
2010328.2907.00901	Casados Jr, Jimmy P.	T4		713	12/15/2010			130.00			AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4		713	12/15/2010			222.50			AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4		713	12/15/2010			178.00			AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4		713	12/15/2010			89.00			AA	P

G/L Account	Account Description	Do	Tv	Documen	Date	Co	Debit	Credit	Balance	LT	From Date	Thru Date
2010328.2907.00901	Lubertozzi, Steven M.	T4		713	12/15/2010		89.00			AA	1/1/2010	
2010328.2907.00901	Lubertozzi, Steven M.	T4		713	12/15/2010		89.00			AA	2/14/2011	
2010328.2907.00901	Georgiev, Lena	T4		713	12/15/2010		165.00			AA		
2010328.2907.00901	Povich, Erin P.	T4		713	12/15/2010		42.00			AA		
2010328.2907.00901	Ciecierski, Daniel	T4		713	12/15/2010		150.00			AA		
2010328.2907.00901	Ciecierski, Daniel	T4		713	12/15/2010		240.00			AA		
2010328.2907.00901	Georgiev, Lena	T4		713	12/15/2010		110.00			AA		
2010328.2907.00901	Nedved, Spencer L.	T4		716	12/15/2010		140.00			AA		
2010328.2907.00901	Nedved, Spencer L.	T4		716	12/15/2010		140.00			AA		
2010328.2907.00901	Nedved, Spencer L.	T4		716	12/15/2010		140.00			AA		
2010328.2907.00901	Georgiev, Lena	T4		713	12/15/2010		110.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Shrake, Brian W.	T4		724	12/31/2010		296.00			AA		
2010328.2907.00901	Lubertozzi, Steven M.	T4		724	12/31/2010		178.00			AA		

From Date 1/1/2010
Thru Date 2/14/2011
Current

Amount

2010328.2907.00901	Lubertozzi, Steven M.	T4	724	12/31/2010	267.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	724	12/31/2010	89.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	724	12/31/2010	89.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	724	12/31/2010	89.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	724	12/31/2010	89.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	724	12/31/2010	89.00	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	724	12/31/2010	38.25	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	724	12/31/2010	76.50	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	724	12/31/2010	153.00	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	724	12/31/2010	38.25	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	724	12/31/2010	38.25	AA	P
	Period Total				9,955.00		
2010328.2907.00901	Lubertozzi, Steven M.	T4	730	1/15/2011	178.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	730	1/15/2011	178.00	AA	P
2010328.2907.00901	Georgiev, Lena	T4	730	1/15/2011	112.00	AA	P
2010328.2907.00901	Georgiev, Lena	T4	730	1/15/2011	56.00	AA	P
2010328.2907.00901	Shrake, Brian W.	T4	730	1/15/2011	296.00	AA	P
2010328.2907.00901	Shrake, Brian W.	T4	730	1/15/2011	296.00	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	730	1/15/2011	76.50	AA	P
2010328.2907.00901	Georgiev, Lena	T4	730	1/15/2011	110.00	AA	P
2010328.2907.00901	Georgiev, Lena	T4	730	1/15/2011	55.00	AA	P
2010328.2907.00901	Shrake, Brian W.	T4	730	1/15/2011	152.00	AA	P
2010328.2907.00901	Shrake, Brian W.	T4	730	1/15/2011	304.00	AA	P
2010328.2907.00901	Shrake, Brian W.	T4	730	1/15/2011	304.00	AA	P
2010328.2907.00901	Haas, Bruce T.	T4	730	1/15/2011	76.50	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	730	1/15/2011	90.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	730	1/15/2011	180.00	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	730	1/15/2011	222.50	AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	730	1/15/2011	178.00	AA	P

G/L Account	Account Description	Do	G/L	Documen	Date	Co	Debit	Credit	Balance	LT	From Date	To Date	
2010328.2907.00901	Shrake, Brian W.	T4	730			1/15/2011	296.00			AA	1/1/2010		P
2010328.2907.00901	Shrake, Brian W.	T4	730			1/15/2011	296.00			AA			P
2010328.2907.00901	Shrake, Brian W.	T4	730			1/15/2011	296.00			AA			P
2010328.2907.00901	Shrake, Brian W.	T4	730			1/15/2011	296.00			AA			P
2010328.2907.00901	Lubertozi, Steven M.	T4	730			1/15/2011	178.00			AA			P

G/L Account	Account Description	Do	G/L	Documen	Date	Co	Debit	Credit	Balance	LT	From Date	To Date	
2010328.2907.00901	Daniel, Carl	T4	736			1/31/2011	119.23			AA	2/14/2011		P
2010328.2907.00901	Daniel, Carl	T4	736			1/31/2011	119.23			AA			P
2010328.2907.00901	Daniel, Carl	T4	736			1/31/2011	119.23			AA			P
2010328.2907.00901	Haas, Bruce T.	T4	736			1/31/2011	38.25			AA			P
2010328.2907.00901	Haas, Bruce T.	T4	736			1/31/2011	76.50			AA			P
2010328.2907.00901	Haas, Bruce T.	T4	736			1/31/2011	306.00			AA			P
2010328.2907.00901	Haas, Bruce T.	T4	736			1/31/2011	76.50			AA			P
2010328.2907.00901	Haas, Bruce T.	T4	736			1/31/2011	38.25			AA			P
2010328.2907.00901	Haas, Bruce T.	T4	736			1/31/2011	72.36			AA			P
2010328.2907.00901	Leonard, James R.	T4	736			1/31/2011	72.36			AA			P
2010328.2907.00901	Leonard, James R.	T4	736			1/31/2011	72.36			AA			P
2010328.2907.00901	Leonard, James R.	T4	736			1/31/2011	72.36			AA			P
2010328.2907.00901	Georgiev, Lena	T4	736			1/31/2011	112.00			AA			P
2010328.2907.00901	Georgiev, Lena	T4	736			1/31/2011	56.00			AA			P
2010328.2907.00901	Georgiev, Lena	T4	736			1/31/2011	56.00			AA			P
2010328.2907.00901	Georgiev, Lena	T4	736			1/31/2011	56.00			AA			P
2010328.2907.00901	Georgiev, Lena	T4	736			1/31/2011	112.00			AA			P
2010328.2907.00901	Georgiev, Lena	T4	736			1/31/2011	112.00			AA			P
2010328.2907.00901	Shrake, Brian W.	T4	736			1/31/2011	304.00			AA			P
2010328.2907.00901	Shrake, Brian W.	T4	736			1/31/2011	304.00			AA			P

2010328.2907.00901	Shrake, Brian W.	T4	736	1/31/2011	304.00		AA	P
2010328.2907.00901	Shrake, Brian W.	T4	736	1/31/2011	304.00		AA	P
2010328.2907.00901	Shrake, Brian W.	T4	736	1/31/2011	152.00		AA	P
2010328.2907.00901	Shrake, Brian W.	T4	736	1/31/2011	304.00		AA	P
2010328.2907.00901	Shrake, Brian W.	T4	736	1/31/2011	304.00		AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	739	1/31/2011	90.00		AA	P
2010328.2907.00901	Lubertozzi, Steven M.	T4	739	1/31/2011	90.00		AA	P
	Period Total				7,996.77			
	Account Total				17,951.77			
	Object Account Total				17,951.77			
			345					

2010328.2908.00901	FEDERAL EXPRESS	PV	324189	1/31/2011	16.67		AA	P
	Period Total				16.67			
	Account Total				16.67			
	Object Account Total				16.67			
			345					

2010328.2910.00901	BARYENBRUCH & COMPANY, LLC PV		323622	1/27/2011	11,160.00		AA	P
	Period Total				11,160.00			
	Account Total				11,160.00			
	Object Account Total				11,160.00			

G/L Account	Account Description	Do	G/L	Date	Debit	Credit	Balance	From Date	Thru Date
	Explanation	Ty	Documen	Date	Debit	Credit	Balance	1/1/2010	2/14/2011
	Company Total			Object Account Total	11,160.00		11,160.00		
	Posted			Posted			29,128.44		
	Unposted			Unposted	29,128.44				
	Grand Total				29,128.44		29,128.44		
	Posted			Posted					
	Unposted			Unposted	29,128.44				

WATER SERVICE CORPORATION OF KENTUCKY

w/p [d]

Case No. 2010 - 00476

Rate Case Expense

Test Year Ended September 30, 2010

	Total
Legal Fees	80,000
Consulting fees	10,000
Customer Notices (2 notices):	
Postage 7,349 = customers x \$0.44	6,467
Stock 7,349 = notices x (.0526)	773
Fed Ex, mailings, postage, and miscellaneous costs	5,000

	Personnel	Cost	# of Trips/ Nights	
Travel				
Airfare	2	350	3	2,100
Hotel/Meals	2	180	6	2,160
Rental Car		200		200

Water Service Personnel

	hours	rate	\$
BWS	800	\$ 37	29,600
LG	100	\$ 55	5,500
SL	40	\$ 89	3,560
SN	25	\$ 28	700
DJC	20	\$ 30	600
JH	6	\$ 127	762

Total 40,722

Total Cost of current case 147,422

Unamortized Rate Case Expense 101,114

Total Rate Case expense 248,536

Amortized over 3 years 3

Amortization Expense per year \$ 82,845

13. For each debt instrument of Water Service currently outstanding or outstanding during the test year, provide:
 - a. A current amortization schedule that includes the entire life of the loan or bond and that details the payment amounts, principal retirements, interest payments, interest rates, and outstanding balances.
 - b. A description of the use of the loan or bond proceeds.

Response: Witness –Brian Shrake: WSC of Kentucky holds no debt. All debt for UI subsidiaries is held by the parent company.

14. Describe Water Service's long-term construction planning program and provide all memoranda and internal documents in which the program is discussed and approved.

Response: Witness –Brian Shrake: Please see the attached proposed capital plan for 2010- 2014.

Project Name
Install Plant Scada system
Replace 2,3,4 inch C.I. main with with 6 inchD.I. main on 24th to 30th street
GPS mapping system of Distribution System
GPS mapping system of Distribution System
Loop 4 inch main on Ironwood to Greenwood Road
Paint 210,000 gall Standpipe on Washington Street
Replace 6 inch water main @ 22nd & Rochester
Loop 10 inch water main to North 25E- 6 inch main
Replace Filter Control Operations Panel
Paint 178,000 gal Standpipe @ Grubbs Subdivision
Replace 6 inch C.I. water main on Dorchester from 30 the street to 34th street
Replace Water Main on Alpine Road
Replace Water Mains in South side of Clinton
Install Scada system at Beansfork water Tank
CAP TIME
G/L ADDITIONS
IT
TRANSPORTATION
G/L ADDITIONS
TRANSPORTATION

Comments / Justification	2010 Budget	2011 Budget	2012 Budget	2013 Budget	2014 Budget
Better operating controls	0	0	0		250000
Increase volume and improve water quality	0	0	0		160000
Better operation control	0	0	0		100000
This project is for a different Kentucky system and should have a unique project number. 2009760 was used twice.	0	0	0		100000
Help hydraulics and improve water quality	0	0	0	90000	0
Aesthetics and corrosion protection	0	0	0		80000
Increase volume and improve water quality	0	0	80000		0
Help hydraulics and improve water quality	0	0	0	75000	0
Better operational controls	0	0	0	75000	0
Aesthetics and corrosion protection	0	0	0		70000
Increase volume and improve water quality	0	0	60000		0
Low Pressure and poor water quality due to corrosion of unlined cast iron pipe.	0	0	60000		0
Help hydraulics and improve water quality	0	0	0		50000
Implementation of better operating controls. System is understaffed if Scada is not approved may have to add more manpower	0	0	50000		0
	55928.01	39808	39800	39800	39800
	80000.24	80000	80000	80000	80000
	0	0			0
Annual vehicle replacement (high miles etc.)	0	70000	35000	35000	35000
	0	0	0	0	0
	0	0	0	0	0

15. Provide a complete copy of all wage, compensation, and employee benefits studies, analyses, or surveys conducted for or used by Water Service.

Response: Witness –Brian Shrake: No such documents exist.

16. For each water operation employee group, state the amount, percentage of increases, and effective dates for general wage increases and, separately, for merit increases granted for the years 2008, 2009, and 2010.

Response: Witness –Brian Shrake: For water operation employees, only general wage increases have been granted. Raises now go into effect April 1st. While there were general wage increases for 2008, 2009 and 2010. the expenses for operations salaries as a group decreased 22% over that period. From 2007 to 2008 operations wage expense decreased 16% from \$516,439 to \$435,552. From 2008 to 2009 operations wage expense decreased 4% to 417,387. For the twelve months ended 9/30/2010 per books operations wage expense decreased 3% to 402,828

17. Provide complete details of all early retirement plans or other staff reduction programs Water Service intends to offer its employees during 2010 and 2011. Include all cost-benefit analyses associated with these programs.

Response: Witness –Brian Shrake. There are currently no plans to offer early retirement or reduce staff in WSC of Kentucky in 2010 or 2011

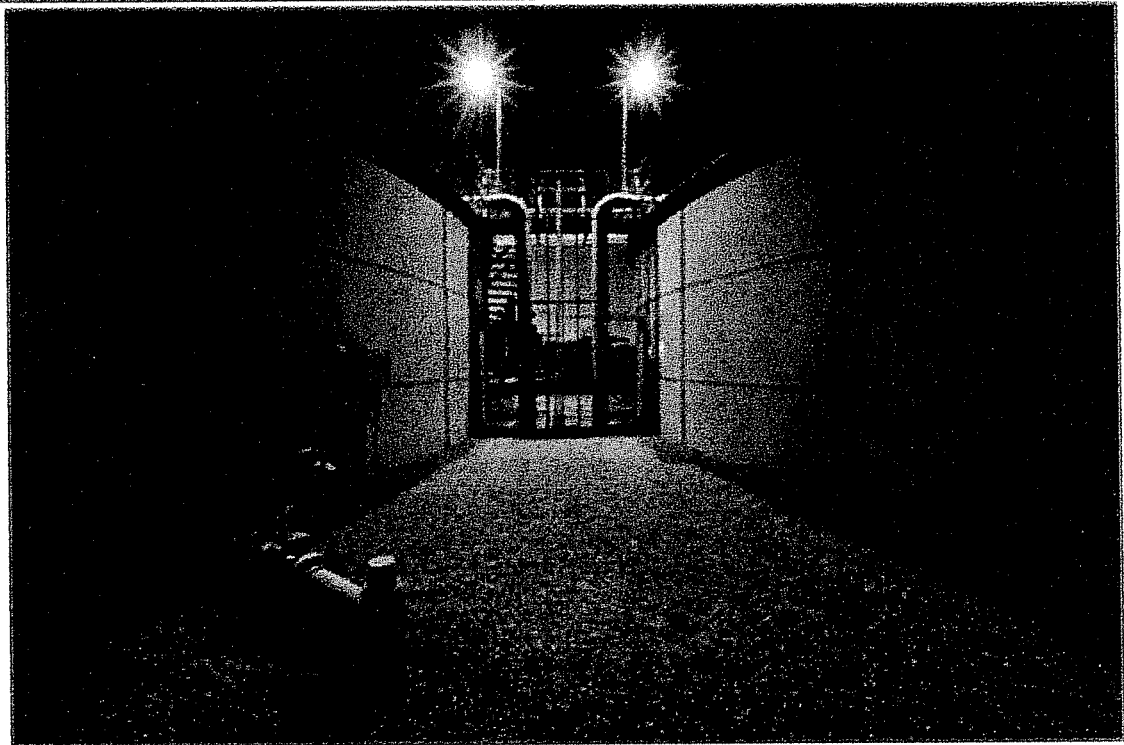
18. a. Provide a detailed list of all fringe benefits available to Water Service employees and the expected cost of each benefit in 2008, 2009, and 2010. Indicate which fringe benefits, if any, are limited to management employees.
- b. Provide comparative cost information for employee fringe benefits for 2008, 2009, and 2010. Explain any changes in fringe benefits occurring over this period.

Response: Witness –Brian Shrake:

- a. All employees are actually employed by Water Service Corporation and not WSC of Kentucky. For a description of the 2008 and 2009 fringe benefits please see the attached UI employee manual. For a description of 2010 fringe benefits please see the PDF titled “DR 1-18 2010 Employee Benefit Guide”.
- b. Please see the attached Excel schedule “DR 1-18b”.



Employee Benefits Guide



2010

Plan Year 1/1/10 – 3/31/11

(Revised 11/2010)

For Full Time Employees Only

Except where noted herein

Employee Benefit Summary/Contents Page

BENEFIT	DESCRIPTION	COST TO EMPLOYEE/REQUIREMENT	ELIGIBILITY	PAGE		
Medical Insurance	Medical insurance provides cost-effective medical care through Blue Cross Blue Shield. The PPO plans feature a network of participating doctors, hospitals, and facilities to provide health care services to plan members at reduced rates.	Monthly Employee Deductions The deductions below include a wellness incentive. See page 3 for details on how to qualify for the wellness incentive.		Enrollment is available within the first 30 days of your employment, during open enrollment, or in the first 30 days following a Life Qualifying Event (LQE). Benefit begins on the 31st day of employment, the date of an LQE or April 1 st for open enrollment. Enrollment form required and located in the HR folder on the Company intranet (SharePoint).	4	
			Plan A			Plan B
		Employee Only	\$95			\$80
		Employee + Child(ren)	\$162			\$145
		Employee + Spouse	\$200			\$183
		Family	\$295	\$255		
Dental Insurance	Dental insurance provides cost-effective dental care through Delta Dental. While there are no restrictions on your choice of dentist, using a Delta network dentist enhances your benefit.	Monthly Employee Deductions		Enrollment is available within the first 30 days of your employment, during open enrollment, or in the first 30 days following a Life Qualifying Event (LQE). Benefit begins on the 31st day of employment the date of an LQE or April 1 st for open enrollment. Enrollment form required and located in the HR folder on the Company intranet (SharePoint).	5	
		Employee Only	\$10			
		Employee + Child(ren)	\$15			
		Employee + Spouse	\$20			
		Family	\$30			
Vision Insurance	Vision insurance is provided through Vision Service Plan. Many services from a network provider are covered in full after a nominal copay.	This is a Company paid benefit contingent upon your enrollment into a medical plan.		Benefit begins on the day Medical Insurance is effective. Automatic enrollment with enrollment into a medical plan.	5	
Life and Accidental Death & Dismemberment (AD&D) Insurance	Life and AD&D insurance through MetLife provides financial aid for your family if you die or are seriously injured in an accident. The life benefit equates to 1.5 times your annual salary plus \$10,000. The AD&D benefit is the same amount.	This is a Company paid benefit.		Automatic enrollment effective the first day of the month following 30 days of employment.	6	
Voluntary Life Insurance	Supplemental term life insurance offers you and your dependents the opportunity to purchase additional life insurance.	Employee costs are based upon age and the elected benefit amount.		Available the first day of the month following 30 days of employment or the receipt and acceptance of your enrollment form by MetLife at any time following your initial 30 days of employment. Located on the HR folder on the Company intranet (SharePoint).	6	
Short-Term Disability Benefit	The short-term disability (STD) benefit provides 100% of your pre-disability base income if you are unable to work due to illness or injury. The duration of the benefit is based upon your years of service.	This is a Company paid benefit.		Automatic enrollment after one year of employment.	7	
Long-Term Disability Benefit	The long-term disability benefit provides income to employees who are disabled beyond six months of short term disability. The benefit includes 50% of pre-disability monthly earnings less income offsets.	This is a Company paid benefit.		Automatic enrollment effective the first day of the month following 30 days of employment. Benefit has a 180 day waiting period.	7	
Flexible Spending Account (FSA)	UI provides a FSA program designed to save you money on out-of-pocket expenses incurred for health and dependent care. Employees can save up to 30% on eligible expenses by using tax-free dollars.	Employees may contribute pre-tax dollars, through payroll, up to \$5,000 for health care expenses and up to \$5,000 for dependent care expenses.		Enrollment is available within the first 30 days of your employment, during open enrollment, or in the first 30 days following a Life Qualifying Event (LQE). Benefit begins on the 31st day of employment, the date of an LQE or April 1 st for open enrollment. Enrollment form required and located in the HR folder on the Company intranet (SharePoint).	7	
Employee Assistance Program (EAP)	UI provides an EAP for employees and their immediate families who are dealing with personal issues.	This is a Company paid benefit.		Automatic enrollment effective the first day of the month following 30 days of employment.	8	
Education Assistance	UI offers up to 90% reimbursement of tuition costs for work related courses pre-approved by the Executive Team.	Reimbursement of tuition expenses are determined by Executive Team approval, course completion, and grades.		Available after 1 year of employment with required approvals.	8	
401(k) Retirement Plan	Profit Sharing Upon Board of Directors' approval, UI may make an annual contribution to your account based on Company performance. Employee Contribution & Employer Match Employees may contribute to the 401(k) plan to save for their retirement. UI will match 50% of employee contributions up to 6% of your annualized base salary.	Entitlement to employer contributions is subject to a vesting schedule. Please refer to the Summary Plan Description for more details.		Profit Sharing After one year of service Employee Contribution & Employer Match After 90 days of service Online enrollment required at www.ipmorqan.myretirementsite.com	9	
Supplemental Travel/Accident Insurance	Supplemental travel/accident insurance through ACE American Insurance. Company provides an additional amount of insurance whether on personal or work-related business.	This is a Company paid benefit.		Automatic enrollment effective the first day of the month following 30 days of employment.	9	
Vacation Pay	We have a market based schedule for vacation. Please see the accrual schedule on page 10 for further details.	This is a Company paid benefit.		Employees accrue vacation time dependent on their hire date. There is a 30-day waiting period after your hire date to use vacation time.	10	
Holiday Pay	UI offers 8 paid holidays each year.	This is a Company paid benefit.		Eligible 30 days after your hire date.	10	
Contact Information					11	

Life Qualifying Events

Your initial new hire eligibility period allows you thirty (30) days from your hire date to submit enrollment forms for the benefits you wish to enroll in. You are allowed to change your enrollment during the plan year only when you have a life qualifying event that significantly affects your benefit needs. Life events can include:

- 1) Marriage or Divorce
- 2) Birth or adoption of a child or placement of a child for adoption
- 3) Death of a child or spouse
- 4) Loss of or obtainment of other coverage

An employee wanting to change elections due to a life qualifying event should contact Human Resources as soon as possible following the event, but no later than 30 days following the event. Appropriate documentation will be required to substantiate a change and must be received within 30 days of the life qualifying event. Effective date for changes will be the actual date of the event. Any change reported or supporting documentation received after 30 days following the life qualifying event will not be accepted. In such an instance, the next opportunity to make a change will be during the next open enrollment period. The open enrollment period is the time employee's may make changes such as moving from one plan to another, adding dependents, etc. freely without supporting documentation. Open enrollment effective date is April 1st, 2011

Medical and Dental Premiums

The employee medical and dental premiums are listed below. Utilities Inc. covers 100% of the cost for vision insurance upon enrollment to a medical plan. Utilities, Inc. also covers 100% of the cost of basic life and AD&D insurance, short term disability insurance and long term disability insurance.

Medical Insurance - PPO Plan A	With Wellness Incentive		Without Wellness Incentive	
	Hourly Employees (26 pays per year)	Salaried Employees (24 pays per year)	Hourly Employees (26 pays per year)	Salaried Employees (24 pays per year)
Employee Only	\$43.85	\$47.50	\$54.81	\$59.38
Employee + Child(ren)	\$74.77	\$81.00	\$93.46	\$101.25
Employee + Spouse	\$92.31	\$100.00	\$115.38	\$125.00
Family	\$136.15	\$147.50	\$170.19	\$184.38

Medical Insurance - PPO Plan B	With Wellness Incentive		Without Wellness Incentive	
	Hourly Employees (26 pays per year)	Salaried Employees (24 pays per year)	Hourly Employees (26 pays per year)	Salaried Employees (24 pays per year)
Employee Only	\$36.92	\$40.00	\$46.15	\$50.00
Employee + Child(ren)	\$66.92	\$72.50	\$83.65	\$90.63
Employee + Spouse	\$84.46	\$91.50	\$105.58	\$114.38
Family	\$117.69	\$127.50	\$147.12	\$159.38

Dental Insurance	Hourly Employees (26 pays per year)	Salaried Employees (24 pays per year)
Employee Only	\$4.62	\$5.00
Employee + Child(ren)	\$6.92	\$7.50
Employee + Spouse	\$9.23	\$10.00
Family	\$13.85	\$15.00

Wellness Incentive

In an effort to promote a healthy lifestyle, we encourage our employee's to receive a routine annual physical with blood draw. It is important to maintain a healthy lifestyle and monitor your health on a regular basis. Having an annual physical is the first step toward taking control of your health.

If you choose to enroll in the medical insurance and complete a routine annual physical with blood draw, you will enjoy employee premium amounts about 25% less than the standard premium. Depending on the plan you choose and the number of dependents you cover, this incentive will save you anywhere from \$240 - \$885 per year!

The medical insurance with Blue Cross Blue Shield offers a benefit to cover the cost of your routine annual physical and blood draw under the Well Adult Care benefit. The plan will pay 100% with no co-payment up to the allowed annual maximum of \$300. To receive this level of benefit, you must receive these services by an in-network provider and all services billed must be coded as routine.

In order to qualify for the wellness incentive, you and your spouse, if you choose to cover your spouse, must have a routine physical with blood draw documented with a date of service within 90 days of your insurance becoming effective. A 2010 Routine Physical Verification Form must be completed for both yourself and your spouse by the physician and returned to the HR Department within the timeframe. 2010 Routine Physical Verification Forms received after 90 days of your insurance becoming effective will not be accepted and your insurance premiums will increase effective the 91st day of your insurance being effective.

Medical Plans A & B

Utilities, Inc. provides a choice of two PPO Medical plans to all eligible employees effective the 31st day of employment.

	PPO Plan A – Group # P17022		PPO Plan B – Group # P17023	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$400 Individual \$1,200 Family	\$800 Individual \$2,400 Family	\$750 Individual \$2,250 Family	\$1,500 Individual \$4,500 Family
Out-of-Pocket Maximum Excludes deductibles and copays	\$1,750 Individual \$5,250 Family	\$3,500 Individual \$10,500 Family	\$2,250 Individual \$6,750 Family	\$4,500 Individual \$13,500 Family
Physician Office Visits	\$15 copay for PCP \$25 copay for Specialist; then 100%	60% after deductible	\$25 copay for PCP \$35 copay for Specialist; then 100%	60% after deductible
Well Adult Care (age 18+) Limited to \$300 calendar year maximum. Office visit copay waived for employee and spouse when a routine annual physical w/blood draw is performed.	\$15 copay for PCP \$25 copay for Specialist; then 100%	60% after deductible	\$25 copay for PCP \$35 copay for Specialist; then 100%	60% after deductible
Well Child Care (to age 18) Limited to \$1,000 calendar year maximum. Coverage for physical exams, immunizations and routine diagnostic tests.	\$15 copay for PCP \$25 copay for Specialist; then 100%	60% after deductible	\$25 copay for PCP \$35 copay for Specialist; then 100%	60% after deductible
Maternity Services Copayment applies to first prenatal visit. All other maternity physician covered services are paid the same as Medical/Surgical Services.	\$15 copay for PCP \$25 copay for Specialist; then 100%	60% after deductible	\$25 copay for PCP \$35 copay for Specialist; then 100%	60% after deductible
Medical/Surgical Services Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Hospital Admission Deductible	\$100 per day 3 day maximum per calendar year	\$100 per day 3 day maximum per calendar year	\$100 per day 3 day maximum per calendar year	\$100 per day 3 day maximum per calendar year
Inpatient Hospital Services Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice. Room allowances based on the hospital's most common semi-private room rates.	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Outpatient Hospital Services Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center. Routine mammograms performed in an in-network outpatient hospital setting are payable at 100%, no deductible will apply.	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Outpatient Emergency Care (Accident or Illness) The copayment applies to both in and out-of-network emergency room visits. The copayment is waived if the member is admitted to the hospital.	\$50 copay; then 80%	\$50 copay; then 80%	\$100 copay; then 80%	\$100 copay; then 80%
Muscle Manipulation Services* Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits. Limited to 30 visits per calendar year.	\$25 copay; then 100%	60% after deductible	\$35 copay; then 100%	60% after deductible
Therapy Services - Speech, Occupational and Physical Coverage for services provided by a physician or therapist. \$10,000 maximum per therapy per calendar year.	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Temporomandibular Joint (TMJ) Dysfunction and Related Disorders* \$2,500 lifetime maximum	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Other Covered Services -Private Duty Nursing* up to \$3,000 max per month -Naprathic Services* up to \$3,000 max per calendar year -Blood and blood components -Ambulance Services -Medical Supplies	80% after deductible	80% after deductible	80% after deductible	80% after deductible

* Does not apply to any out-of-pocket limits

Prescription Drug Benefit for Medical Plans A & B

	Generic	Formulary Brand	Non-Formulary Brand
Contracting Retail Pharmacy Up to a 34-day supply. Includes diabetic supplies: blood glucose test stripes, lancets, diagnostic agents used with urine testing, glucagon.	\$10	25% Minimum Copay \$25 Maximum Copay \$75	50% Minimum Copay \$25 Maximum Copay \$75
Mail Service Up to a 90-day supply. Mail Service is mandatory for maintenance medications.	\$20	25% Minimum Copay \$50 Maximum Copay \$150	50% Minimum Copay \$50 Maximum Copay \$150
Contraceptives Available at retail and mail service at the appropriate copayment level based on drug classification.		As Indicated Above	
Self-Injectibles Available at retail and mail service at the appropriate copayment level.		As Indicated Above	

Dental Plan – Delta Dental Group #20159

	PPO	Premier	Out-of-Network
Annual Maximum		\$1,000 per person	
Annual Deductible Applies only to Basic and Major Services. Charged one time per calendar year.		\$25 per person; \$75 per family	
Preventative/Diagnostic Services *Oral evaluations up to two times per benefit year *X-Rays (bitewings up to two per benefit year; full mouth - once every three years) *Prophylaxis (cleaning up to two per benefit year) *Fluoride treatments up to once per benefit year for children under age 19 *Space Maintainers *Sealants	100% of reduced fee* No Deductible	100% of MPA** No Deductible	100% of MPA*** No Deductible
Basic Services *Fillings *Oral Surgery *Periodontics *Endodontics *General Anesthesia in conjunction with oral surgery *Recementing of crowns and bridges	80% of reduced fee* Deductible Applies	80% of MPA** Deductible Applies	80% of MPA*** Deductible Applies
Major Services *Crowns, jackets, cast restorations *Fixed and removable bridges *Partial and full dentures *Implants	50% of reduced fee* Deductible Applies	50% of MPA** Deductible Applies	50% of MPA*** Deductible Applies

* You will not be "balance billed" for charges exceeding Delta Dental's allowed PPO fees.
** You will not be "balance billed" for charges exceeding Delta Dental's maximum plan allowances (MPA's).
*** You are responsible for charges exceeding Delta Dental's maximum plan allowances (MPA's).

The preceding information is a brief summary of the Utilities, Inc. Dental Plan and the services it covers. If you have specific questions regarding benefit coverage, limitations or exclusions, contact Delta Dental at 1-800-323-1743.

Vision Benefits – Vision Service Plan (VSP) Group #12159678

100% Employer Paid

Enrollment in the vision plan through Vision Service Plan is automatic with enrollment in either of the medical plans and is effective on the 31st day of employment. Utilities, Inc. pays the entire cost of this benefit. Please note, VSP does not provide member ID cards.

In-Network Benefits	Co-Pay	Frequency
Exams	\$10	1 time every 12 months
Prescription Glasses	\$25	
Lenses Single vision, lined bifocal and lined trifocal lenses.		1 time every 12 months
Frames Frame of your choice covered up to \$120. Plus, 20% off any out of pocket costs.		1 time every 24 months
Contacts (In lieu of prescription glasses)	\$0	1 time every 12 months

Out of Network Reimbursement Amounts	
Exams	Up to \$25.00
Single Vision Lenses	Up to \$30.00
Lined Bifocal	Up to \$35.00
Lined Trifocal	Up to \$45.00
Frames	Up to \$45.00
Contacts	Up to \$105.00

Life and AD&D Insurance – MetLife Group #95164

100% Employer Paid

Utilities, Inc. provides both Basic Life and Accidental Death and Dismemberment insurance to all eligible employees effective first of the month following thirty days of employment. The Basic Life benefit amount is equal to 1 ½ times your base annual salary plus \$10,000. The Accidental Death and Dismemberment amount is the same. These benefits are convertible to an individual policy upon termination. Requests to convert these benefits must be made to HR within 30 days of your termination date.

Voluntary Life Insurance – MetLife Group #95164

Utilities, Inc. offers the option of purchasing additional life insurance for yourself, your spouse and/or your child(ren). These benefits are available for purchase on a post-tax basis. Paying tax on the premiums allows benefit payments to be tax-free. The table below illustrates a summary of these benefits. Please note that MetLife requires the purchase of coverage in stated increments. Employees must purchase coverage for themselves before they are able to purchase coverage on dependents. Requests to enroll in this benefit must be made during your first 30 days with the Company to take advantage of the guarantee issue amounts. If you wish to enroll in this benefit after your new hire eligibility period, you may do so during any Open Enrollment period or within 30 days of a Life Qualifying Event as defined earlier. Enrollments in conjunction with an Open Enrollment period or Life Qualifying Event will require a Statement of Health and approval from the MetLife underwriting department before the benefit can be issued. This benefit is portable upon termination. Requests to port this benefit must be made to HR within 30 days of your termination.

Voluntary Benefit Amounts	
Employee	Sold in increments of \$10,000 Maximum issue amount = \$300,000
Spouse	Sold in increments of \$10,000 up to a maximum of \$150,000 Maximum issue amount = 100% of the voluntary employee life amount or \$150,000; whichever is less.
Child	Issued as a flat amount equal to \$10,000
Guarantee Issue Amounts*	
Employee	\$50,000
Spouse	\$10,000
Child	Entire benefit amount

*Guarantee Issue refers to the amount of coverage you are eligible to purchase during your initial enrollment period without providing evidence of "good health". However, if you do not enroll when initially eligible, you will be required to provide evidence of "good health" for any amount elected by completing a Statement of Health form. The Statement of Health form will be submitted to the underwriting department at MetLife for approval before the benefit can be issued.

Monthly Premiums for Voluntary Life Insurance		
Age	Employee Cost per \$10,000 of Coverage	Spouse Cost per \$10,000 of Coverage
Under 30	\$0.94	\$0.94
30 - 34	\$1.16	\$1.16
35 - 39	\$1.59	\$1.59
40 - 44	\$2.20	\$2.20
45 - 49	\$3.95	\$3.95
50 - 54	\$5.89	\$5.89
55 - 59	\$8.24	\$8.24
60 - 64	\$12.96	\$12.96
65 - 69	\$20.06	\$20.06
70 +	\$40.00	N/A

Monthly Cost for the Child Life equal to \$10,000 is \$1.19

Short – Term Disability Insurance

100% Employer Paid

Utilities, Inc. provides short-term disability insurance to all eligible employees after one year of employment. This benefit is paid at 100% income replacement in accordance to the regular payroll schedule based on years of service. To qualify for this benefit, a Certification of Health Care Provider must be completed by your physician. Pregnancy/maternity leave is covered under this schedule. At the expiration of your paid short-term disability, you may be required to use your accrued vacation time.

1 – less than 2 Years of service	1 week of income replacement per rolling 12 month period from the first day of paid short term disability
2 years, but less than 4 years of service	3 weeks of income replacement per rolling 12 month period from the first day of paid short term disability
4 years, but less than 6 years of service	6 weeks of income replacement per rolling 12 month period from the first day of paid short term disability
6 years, but less than 12 years of service	2 weeks of income replacement per year of service per rolling 12 month period from the first day of paid short term disability
12 years of service or more	6 months of income replacement per rolling 12 month period from the first day of paid short term disability

Long – Term Disability Insurance – MetLife Group #95164

100% Employer Paid

Utilities, Inc. provides long-term disability insurance to all eligible employees effective first of the month following thirty days of employment. In order to receive benefits under this plan, you must satisfy requirements set by MetLife during the application process. In the event of a disability, it is suggested that you begin the application process to receive benefits no later than your twelfth week of continuous disability to ensure sufficient time for review.

Benefits Begin	After 180 days of continuous disability
Monthly Benefit	50% of base pre-disability earnings
Minimum Monthly Benefit	\$100
Maximum Monthly Benefit	\$10,000

Flexible Spending Accounts (FSA) – Ceridian Group #L02353

Employees are eligible to participate in the Flexible Spending Account after thirty (30) days of employment. An FSA allows you to set aside pre-tax dollars from your paycheck to pay for eligible health and dependent care expenses, lowering your taxable income and increasing your take home pay. The plan year for this benefit is January 1 thru December 31.

Health Care Flexible Spending Account

A Health Care FSA reimburses you for eligible medical care expenses incurred for yourself, your spouse and your dependents. This account can be used to pay for qualified, medically necessary medical, dental or vision expenses not covered by your insurance. Physician office visit and prescription co-payments are some examples of qualified expenses. The IRS allows up to \$5,000 to be contributed to this account per plan year.

Dependent Care Flexible Spending Account

A Dependent Care FSA helps you pay for child or elder care services so you can work. The IRS allows up to \$5,000 to be contributed to this account per plan year.

NOTE: If you are married and file jointly, your combined contributions may not exceed \$5,000. If you are married and file separately, your individual contributions may not exceed \$2,500.

Upon enrollment to an FSA, you will elect an annual contribution amount to participate in one or both of the FSA's. This election and contribution amount is binding for the entire plan year. Only a LIFE QUALIFYING EVENT will allow you to change an FSA election. Your annual contribution amount must be used for expenses incurred within that plan year. Any dollar amount not reimbursed for expenses during the plan year will be forfeited. This is known as the "use it or lose it" rule.

- ❖ If you are enrolled in one of the Blue Cross Blue Shield medical plan options, you may elect automatic claim submission of your medical expenses not paid after a claim is filed to your healthcare FSA. Enrollment in this feature allows reimbursement for out of pocket expenses without having to submit a claim form.
- ❖ If you enroll in either the healthcare or dependent care FSA, you may also enroll in direct deposit to have your reimbursements directly deposited into the bank account of your choice.

Employee Assistance Program (EAP) – MetLife

100% Employer Paid

Effective August 1, 2010, Utilities, Inc. is pleased to introduce our new and enhanced Employee Assistance Program. The EAP is now a confidential and professional service that provides information, referral services and telephonic counseling by licensed professionals to all employees and members of their immediate families who may be experiencing personal difficulties in their lives.

The EAP provides confidential services without cost to employees and their immediate family members for a variety of work/life related issues including legal and financial issues, child and elder care assistance, identity theft recovery services, relationship, marriage or family issues, and alcohol and drug dependency.

To obtain these services, you can call the confidential hotline (800)511-3920 24 hours a day, 7 days a week.

Education Assistance

Full-time employees may continue their education in a related field, and Utilities, Inc. may reimburse some of the tuition costs. All courses and costs must be pre-approved by the manager and the Executive Team before taking the class and must be completed on the employee's own time. Once the course is complete, a certified transcript of your grades and the receipts for your expenses must be submitted. Utilities, Inc. will reimburse you for the portion of the tuition that was pre-approved on the following course by course basis:

Grade	Reimbursement
A	90% of the amount that was pre-approved
B	75% of the amount that was pre-approved
C	50% of the amount that was pre-approved

In cases where classes are graded based on a pass or fail, a passing grade will be reimbursed at 90% of the amount that was pre-approved.

In order to qualify for this education assistance benefit you must:

- Advise your manager, prior to enrolling for the class that you intend to take a particular course. Your manager will advise you whether the course is of a nature that Utilities, Inc. will approve for reimbursement of tuition.
- The course must be job oriented and offered by an approved education institution.
- The course and maximum reimbursement amount must be approved by the Executive Team prior to the start of the course.
- You must receive a passing grade of "C" or better.
- You must have at least one (1) full year of prior service with Utilities, Inc.
- If you are eligible to receive educational benefits from other sources, such as the Veterans Administration, Utilities, Inc. will only consider some reimbursement of the part that remains unpaid after application of those benefits for your educational expenses.

Utilities, Inc. will require you to sign an agreement stating that if you leave the Company within 12 months of completing a class, you will repay the amount you were reimbursed.

For income tax free purposes the course must meet IRS section 127 rules that state the education is required by the employer or by law for the employee to keep his or her present salary, status, or job. The required education must serve a bona fide business purpose of the employer or the education maintains or improves skills needed in the job.

401(k) Plan – JP Morgan

Employer Matching – You are eligible to contribute 100% of your salary up to the IRS maximum through pre-tax payroll deductions for your 401(k) Plan as long as you are at least 21 years of age and have satisfied ninety (90) days of employment. If you are 50 years of age or older, you are allowed an additional \$5,500 in catch up contributions to the plan. If you elect to make contributions to the 401(k) Plan, the company will make a matching contribution to your 401(k) account. Prior to the beginning of each year, the Company will announce the applicable matching level and cap for that year. For 2010, the Company will match \$.50 on every \$1.00 you contribute to the 401(k) Plan up to a maximum contribution equal to 3% of your base annual compensation. Matching contributions will be made in the same pay period in which you make your contributions. If you do not contribute to the 401(k) Plan you will not be eligible for a matching contribution.

Profit Sharing Contribution – Profit Sharing contributions will be based upon the financial performance of the Company. The Company will determine the amount of the Profit Sharing Contribution, if any, at the end of each year when final financial results become available. If a Profit Sharing Contribution is made, it will be added to your account regardless of whether you have contributed any savings of your own.

You are always 100% vested in your contributions to the plan. Both the Employer Matching & Profit Sharing Contributions to your 401(k) Plan are vested based on your years of service at Utilities, Inc. For employees hired on or after January 1, 2010, your “vested percentage” is as follows:

Years of Service	Vested Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

To enroll in this benefit, you must login to the JP Morgan website at www.jpmorgan.myretirementsite.com. To login for the first time, you will use your 9 digit social security number as your user name with your birth date (MMDD) as your password.

For more detailed plan and ERISA information, please refer to the Summary Plan Description and 204(h). These documents can be obtained from HR or in the HR folder on the Company intranet (SharePoint).

Supplemental Travel/Accident Insurance - ACE American Insurance

Plan Number: 01AH585 Policy Number: ADD N01062487 100% Company Paid
 Utilities, Inc. provides travel accident insurance to further financially assist your family members in the event of loss of life while traveling for business. The value of this benefit is based your position classification.

	Employee	Spouse	Dependents
Operations & Field	\$100,000	\$25,000	\$10,000
Office & Clerical	\$50,000	\$25,000	\$10,000

Vacation Pay

Vacation is a time for you to rest, relax, and pursue special interests. Utilities, Inc. has provided paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service. Only full-time employees and eligible part-time employees are entitled to paid vacation. You are eligible to accrue paid vacation within your first completed month of service; however, you may not take paid vacation until you have completed 30 days of employment.

Vacation Accrual

First Month of Employment	If hired on or between the 1st and 15th – 1 Day If hired on or between the 16th and 31st – ½ Day
Less than 1 Year	1 Day for each completed calendar month of service
1 - 5 years	12 Days annually
6 - 15 years	12 Days annually plus 1 Day for each year of service over 5 years
15 years or more	22 Days

Unused Vacation Time

Employees are encouraged to use their paid vacation time each year. However, Utilities, Inc. does acknowledge that circumstances may arise which do not make that possible. If an employee has unused vacation time remaining at year-end, employees may carry up to 5 days. Carry-over vacation time must be used the following year, unless an exception is pre-approved by your manager and the HR manager. Unused roll-over vacation time is not paid out upon termination.

Part-Time Employees

Part-time employees are entitled to vacation time and pay unless they are disqualified for this benefit by working less than 1,000 hours in the current calendar year.

Terminated Employees

At the time of employment termination, the amount of vacation pay accrued will be calculated by taking the number of full months worked during the current year times the amount of vacation time earned in one month. Any unused time will be prorated and paid upon termination. Unused vacation days which rolled-over from the previous year will not be paid.

A day of vacation refers to whatever your normal workday consists of. Example: If you work 4 hours a day 5 days a week, a vacation day would be 4 hours. Employees who work non-traditional work week may have vacation calculated as hours rather than days.

Holiday Pay

For 2010, Utilities, Inc. is recognizing the following holidays:

New Year's Day – Friday, January 1st

Memorial Day – Monday, May 31st

Independence Day – Monday, July 5th (Hourly Employee's with weekend schedules, 7/4)

Labor Day – Monday, September 6th

Thanksgiving Day – Thursday, November 25th

Day after Thanksgiving Day – Friday, November 26th

Christmas Eve – Friday, December 24th

Christmas Day – Monday, December 27th (Hourly Employee's with weekend schedules, 12/25)

All full-time employees receive the Company selected holiday benefit. Please note that the designated holidays may change each year. Be sure to watch for a revised holiday schedule prior to each New Year.

You may take time off to observe religious holidays. If available, a vacation day may be used for this purpose, otherwise the time off is without pay. You must notify your manager in advance.

Only full-time employees are eligible for holiday pay. You are not eligible to receive holiday pay during the first thirty (30) days of your employment, nor are you eligible to receive holiday pay if you are a part-time employee or a temporary employee.

Holiday Policies

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation. In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only scheduled vacation will be considered exceptions to this policy.

Contact Information

Blue Cross Blue Shield – Medical		
Medical Claim and Benefit Information	(800)828-3116	www.bcbsil.com
Prime Therapeutics – Prescription		
Prescription Drug Inquiries	(800)423-1973	
Mail Order Inquiries	(800)275-7204	
Delta Dental – Dental		
Dental Claim and Benefit Information	(800)323-1743	www.deltadentalil.com
Vision Service Plan – Vision		
Vision Claim and Benefit Information	(800)877-7195	www.vsp.com
MetLife – Life and AD&D Insurance		
Life Insurance Claims	(800)638-6420	www.metlife.com
MetLife – Long Term Disability		
Disability Contact	(800)300-4296	www.metlife.com
Ceridian – Flexible Spending Account		
Healthcare and Dependent Care FSA Questions and Information	(877)799-8820	www.ceridian-benefits.com
Employee Assistance Program - MetLife		
Confidential Hotline	(800)511-3920	
JP Morgan – 401(k)		
Plan Details Enrollment Account Information	(800)854-0647	www.jpmorgan.viewmyretirement.com
Travel Accident Insurance – Ace American Insurance		
Inside the USA	(800)243-6124	www.ACETravelAssistance.com
Outside the USA Call Collect	(202)659-7803	
Human Resources Department		
Benefits Administrator	(847)897-6471	kmmcloughlin@uiwater.com
Human Resources Generalist	(847)897-6443	flblomquist@uiwater.com
Human Resources Manager	(847)897-6503	jpdevine@uiwater.com

This Employee Benefits Guide has been prepared to help you review and understand the key factors associated with our benefit plans. This guide does not provide all of the provisions, limitations and exclusions included in our benefit plans and policies and should be considered only as a summary of our current benefits. If any differences exist between this summary and the official plan documents, the official plan documents shall control. Additionally, the benefits described herein are subject to change without notice. Neither this Employee Benefits Guide nor any of the benefits described herein constitute a contract of employment, nor should they be construed as giving you any legal rights to continue to be employed. Your employment with the Company is and will continue to be "at will."

UTILITIES, INC.

Employee Manual

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Purpose Of This Manual

This manual has been prepared to inform you about Utilities, Inc.'s history, philosophy, employment practices, and policies as well as the benefits provided to you as a valued employee and the conduct expected from you. We hope this manual will help answer most questions. We ask that you read the manual carefully and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with Utilities, Inc. and our policies.

Notice

The policies in this manual are to be considered as guidelines. Utilities, Inc. at its option, may change, delete, suspend or discontinue any part or parts of the policies in this manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits (provided for in writing) that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the designated Company management of Utilities, Inc. may alter or modify any of the policies in this manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does no invalidate the entire Employee Manual but only the subject provision.

Receipt and Acknowledgement Of The Utilities, Inc. Employee Manual

This Employee Manual is an important document intended to help you become acquainted with Utilities, Inc. This manual will serve as a guide. However, individual circumstances may call for individual attention.

Because the general business atmosphere of Utilities, Inc. and economic conditions are always changing, the contents of this manual may be changed at any time at the discretion of Utilities, Inc. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have upon you as an employee and upon Utilities, Inc.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Utilities, Inc. Employee Manual.

- I have received and read a copy of the Utilities, Inc. Employee Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Utilities, Inc. at any time.
- I further understand that my employment is terminable at will, either by myself or by Utilities, Inc., regardless of the length of my employment or the granting of benefits of any kind, including, but not limited to, profit sharing benefits which provide for vesting based upon length of employment.
- I understand that no contract of employment other than "at will" has been expressed or implied and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the Chairman of Utilities, Inc.
- I am aware that during the course of my employment, confidential information will be made available to me, i.e. customer lists, rate structures, and other related information. I understand that this information is critical to the success of Utilities, Inc. and must not be disseminated or used outside of Utilities, Inc.'s premises. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- I understand that, should the content be changed in any way, Utilities, Inc. may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature indicates that I have read and understand the above statements and have received a copy of the Utilities, Inc. Employee Manual.

Employee's Printed Name

Position

Employee's Signature

Date

Manager's Signature

Date

The signed original copy of this agreement should be given to your manager. It will be filed in your personnel file.

About Utilities, Inc.

Utilities, Inc. acquires, develops, and operates water utilities, wastewater utilities, and water related businesses that offer exceptional growth opportunities and profit potential in the longer term. As a leader in our unique segment of the water industry, we are dedicated to providing the highest quality service to all of our customers by responding to their needs on a timely basis and maintaining efficient, safe, well-kept facilities. To guarantee the future of our Company's leadership position, we recognize the importance of human resource development, and we are committed to the personal growth and well-being of our employees.

Utilities, Inc. is unique to the water industry in many respects. Due to the nature of our investor group, we tend to concentrate on growth utility situations and utility formations in growth areas. Our reputation for providing a high level of customer service is well-known, and our financial capabilities for system expansions and modifications are substantial.

Our business began in 1965 through the purchase and operation of utilities in Illinois. We started out as a Midwestern firm with a concentration in the metropolitan Chicago area until 1972, at which time we acquired several utility system in North and South Carolina. We have expanded tremendously since that period of time and currently own systems in seventeen states: Arizona, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, Nevada, New Jersey, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee and Virginia. Our corporate headquarters is in Northbrook, Illinois, and the general administration, supervision of field operations, customer billing, and general accounting are all performed at this location. We have sixteen offices which are directly responsible for customer service and utility system operations.

It is our policy to acquire or contract for the formation of smaller utility systems in developing areas. Generally, the need for these utilities arises in a development outside of a municipality where central water and wastewater systems are either nonexistent or of inadequate capacity. Although each of our utilities is sized to provide for growth, the number of dwelling units ranges from just a few in a new development to 10,000 in more mature areas.

Our centralized control of a large number of separate companies eliminates duplication of effort and produces significant economies of scale. In turn, these efficiencies directly benefit customers through reduced operating costs.

Increasing customer value has always been a high priority for the Company. The excellent reputation we have established with numerous state regulatory agencies supports our philosophy of emphasis on service and protecting the environment. We are certain that the utility commissions and state health departments would be extremely cooperative regarding any inquiries made in reference to the customer service provided by Utilities, Inc. and our subsidiaries.

We are proud of our outstanding record of growth and accomplishment since our inception. We will continue our dedication to protect the environment and maximize value to the customer through efficient operations, superior quality, and exceptional service.

What You Can Expect From Utilities, Inc.

Utilities, Inc.'s established employee relations policy is to:

1. Operate an economically successful business so that a consistent level of steady work is available.
2. Select people on the basis of skill, training, ability, behavior, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Pay all employees according to their effort and contribution to the success of our business.
4. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits that are consistent with sound business practices.
5. Provide paid vacations and holidays to all eligible employees.
6. Provide eligible employees with medical, disability, retirement and other benefits.
7. Dedicate ourselves to excellence in the services provided to our customers.
8. Develop competent people who understand and meet our objectives and who accept with open minds the ideas, suggestions and constructive criticisms of fellow employees.
9. Assure employees, after talking with their managers, an opportunity to discuss any problem with Officers of Utilities, Inc.
10. Make prompt and fair adjustment of any complaints which may arise in the everyday conduct of our business to the extent that is practicable.
11. Respect individual rights and treat all employees with courtesy and consideration.
12. Provide buildings and offices that are attractive, comfortable, orderly and safe.
13. Promote employees on the basis of their ability and merit.
14. Make promotions or fill vacancies from within Utilities, Inc. whenever possible.
15. Keep all employees informed of the progress of Utilities, Inc. as well as the Company's overall aims and objectives.
16. Provide a spirit of friendliness and cooperation so that Utilities, Inc. will continue to be a great place to work.

What Utilities, Inc. Expects From You

The only things we require for employment, compensation, advancement, and benefits are performance and good team behavior. However, all employment at Utilities, Inc. is “at will”. No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions, or will anyone receive special treatment for those reasons.

Your primary responsibility is to know your own duties and how to fulfill them promptly, correctly and pleasantly. You are expected to cooperate with management and your fellow employees and maintain good team behavior. How you interact with fellow employees and those whom Utilities, Inc. serves and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by Utilities, Inc. Consequently, whatever your position, you have an important assignment—perform every task to the very best of your ability. The result will be better performance for the Company overall and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making Utilities, Inc. a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of Utilities, Inc. We’re all human, so please communicate.

Personnel Administration

The task of handling personnel records and related personnel administration functions at Utilities, Inc. has been assigned to the Human Resource Department in the Northbrook Corporate Office. Questions regarding insurance, wages, and interpretation of policies may be directed to your local manager and the Human Resource Department.

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions and benefits. If you have a change in any of the following categories, please be sure to notify your manager and the Human Resource Department as soon as possible.

- Legal name
- Home address
- Home/Mobile telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Driving record or status of driver's license if you operate any Utilities, Inc. vehicles
- Military or draft status
- Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under Utilities, Inc.'s benefits package could be negatively affected if the information in your personnel file is incorrect.

You may see information which is kept in your own personnel file if you wish, and you may request and receive copies of all documents you have signed. Please ask your manager to make arrangements for you with the Human Resource Department.

Employment Classifications

At the time you are hired, you are classified as either a full-time, part-time, or temporary employee. Unless otherwise specified, the benefits described in this manual apply only to full-time employees. If you are unsure of which job classification your position fits into, please ask your manager for clarification.

Full-Time Employees

An employee who has completed employment of ninety (90) days and who works at least forty (40) hours per week is considered a full-time employee.

Part-Time Employees

An employee who works less than a forty (40) hour workweek is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for the

benefits described in this manual except as granted on occasion or to the extent required by provision of state and federal laws. However, part-time employees who work 30 hours per week on a permanent basis are entitled to health, life, and travel/accident insurance benefits. (This excludes any person working on a temporary or seasonal basis).

Temporary Employees

From time to time, Utilities, Inc. may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees. If you are a temporary employee, please understand that you are not eligible for the benefits described in this manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

Employment Policies

One of the first things you should do is carefully read this manual. It is designed to answer many of your questions about the practices and policies of Utilities, Inc., and answer what Utilities, Inc. expects from you.

Anniversary Date

The first day you report to work is your official anniversary date. Your anniversary date is used to compute various conditions and benefits described in this manual.

“At Will” Employment

All employment and compensation with Utilities, Inc. is “at will” in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either Utilities, Inc. or yourself except as otherwise provided by law.

Business Hours

Your particular hours of work and the scheduling of your unpaid lunch period will be determined and assigned by your manager or department head. All offices and operations should schedule their employees to provide maximum coverage for customer service. Offices may use flexible hours, but each office should be open until 5:00 pm. Please consult your local Regional Office Manager for specific local hours. All time worked in excess of the eight (8) hour work period must be approved in advance by your supervisor.

Confidential Information

Our customers, suppliers, and vendors entrust Utilities, Inc. with important information relating to their businesses. The nature of this relationship requires us to maintain confidentiality. In

safeguarding the information received, Utilities, Inc. earns the respect and further trust of our customers, suppliers, and vendors.

Your employment with Utilities, Inc. assumes an obligation to maintain confidentiality even after you leave our employ. Any violation of confidentiality seriously injures Utilities, Inc.'s reputation and effectiveness. Therefore, please do not discuss Utilities, Inc. business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction.

If you are questioned by someone outside your department or the Company and you are concerned about the appropriateness of relating certain information, remember that you are not required to answer and that we do not wish you to do so. Instead, as politely as possible, refer the request to your manager.

Customer Relations

The success of Utilities, Inc. depends upon the quality of the relationships between our employees and our customers. The more goodwill you promote, the more our customers will respect and appreciate you and our products and services. Therefore, excellent customer service is one of our highest priorities.

Driver's License And Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record or allow access to this record by Utilities, Inc. from time to time. Any changes in your driving record must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Equal Employment Opportunity

Utilities, Inc. provides equal employment opportunity for everyone regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding veterans' status are observed. This is reflected in all Utilities, Inc. practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoffs, and other forms of compensation. All matters relating to employment are based on ability to perform the job, as well as dependability and reliability once hired.

Harassment Policy

Purpose

Utilities, Inc. intends to provide a work environment that is pleasant, healthy, and comfortable, one that is free from intimidation, hostility, or other offenses that might interfere with work performance. All relationships among persons in the workplace must be businesslike and free of bias, prejudice, and harassment. Harassment of any sort (verbal, physical, or visual) will not be tolerated.

Definition

Harassment is conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, age, national origin, disability, or any other characteristic protected by law. It may be, but is not limited to, words, signs, jokes, pranks, intimidation, physical contact, violence, and a hostile or offensive work environment.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Such conduct creates an intimidating, hostile, or offensive work environment and prevents an individual from effectively performing the duties of his or her position.

Responsibility

Any employee who witnesses or experiences harassment should report it immediately to his or her supervisor. The employee is strongly encouraged to report the grievance via phone or email within five (5) business days of the incident. If the supervisor is unavailable or the employee believes it would be inappropriate to contact the supervisor, the employee should immediately contact the Human Resource Department or any Officer of Utilities, Inc. The employee can raise concerns and make reports without fear of reprisal or retaliation.

Any supervisor or manager who becomes aware of possible harassment must immediately advise the Human Resource Department to have the claim investigated in a timely and confidential manner. Any employee engaging in harassment will be subject to disciplinary action or possible discharge.

For additional information and guidance, please see the Grievances and Suggestions section in the Employee Manual. Utilities, Inc. is strongly committed to supporting efforts to eliminate harassment in our workplace in any of its forms, and the Grievances and Suggestions procedures will help to do this.

Pre-Placement

Your placement with Utilities, Inc. is contingent upon passing a background check and drug screen at Utilities, Inc.'s expense. Also, at any point during your employment, you may be asked to undergo a drug test on company time and at Utilities, Inc.'s expense.

Benefit Waiting Period

During your first ninety (90) days of employment at Utilities, Inc. you will not accrue the benefits described in this manual unless otherwise required by law.

Knowledge of Utilities, Inc.

While you are learning to competently perform your own duties, you should also familiarize yourself with other Utilities, Inc. activities. This can prove valuable to you and our customers. Utilities, Inc. may provide additional "cross-training".

Outside Employment

If you are thinking of taking on a second job, please notify your manager immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not pose a conflict of interest.

Proof Of US Citizenship And Right To Work

Federal regulations require that 1) before being placed on the job, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the United States.

We Need Your Ideas

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in the departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your manager, who will welcome your suggestions and ideas.

Remember, there will always be areas in Utilities, Inc.'s operations that can be improved. These could be in service, operations methods, equipment, communications, safety, cost control, losses, waste reduction, or in other areas where you may see a need for improvement. Please give us the benefit of your unique experience and thoughts. Your contributions, as well as those of others, could expand your profit sharing! Also, make sure to document your innovations and money saving efforts and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates from the accounting department regarding cost savings or profits generated, etc.). These may favorably affect your wage, salary, promotion, or performance reviews.

Standards Of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everybody work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to Utilities, Inc. and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal or suspension without pay. (This list is not all inclusive).

- Willful violation of security or safety rules or failure to observe safety rules or Utilities, Inc.'s safety practices; failure to wear required safety equipment; tampering with Utilities, Inc.'s operating or safety equipment.
- Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to Utilities, Inc.'s efforts to operate profitably.
- Negligence or any careless action which endangers the life or safety of another person.
- Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity, while on company premises, except for medications prescribed by a physician that do not impair work performance.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.
- Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on company premises or when representing Utilities, Inc.; fighting, or horseplay or provoking a fight on company property; negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.
- Threatening, intimidating or coercing fellow employees on or off the premises—at any time, for any purpose.
- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property or the property of fellow employees, customers, suppliers, or visitors in any manner.
- Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property (including documents) from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit.
- Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by Utilities, Inc.; alteration of company records or other company documents.

- Violating the non-disclosure agreement; giving confidential or proprietary Utilities, Inc. information to competitors or other organizations or to unauthorized Utilities, Inc. employees; working for a competing business while a Utilities, Inc. employee; breach of confidentiality of personnel information.
- Malicious gossip or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on company property.

Occurrences of any of the following activities, as well as violations of any Utilities, Inc. rule or policy, may be subject to disciplinary action, including immediate dismissal or suspension without pay. This list is not all-inclusive, and, notwithstanding this list, all employees remain employed "at will".

- Unsatisfactory or careless work; failure to meet operation or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.
- Any act of harassment, sexual, racial, or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes.
- Sleeping on the job; loitering or loafing during working hours.
- Excessive use of company telephone for personal calls.
- Creating or contributing to unsanitary conditions.
- Failure to report an absence or late arrival or having excessive absenteeism or lateness.
- Obscene or abusive language toward any manager, employee or customer; indifference or rudeness toward a customer or fellow employee; any disorderly or antagonistic conduct on company premises.
- Speeding, careless or distracted driving of any company vehicle.
- Failure to immediately report damage to, or an accident involving company equipment.
- Soliciting during working hours or in working areas; selling merchandise or collecting funds for charities, without authorization, on company premises, during business hours or at a time or place that interferes with the work of others.
- Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.

Disciplinary Actions

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in one or more of the following manners.

- Verbal warning
- Written warning
- Dismissal
- Suspension without pay

Written warnings will include the reasons for the manager's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your manager at the time the warning is issued.

All pertinent facts will be carefully reviewed, and the employee will be given full opportunity to explain his or her conduct before any decision is reached regarding eventual dismissal.

Dismissal

Employment and compensation with Utilities, Inc. is "at will" in that they can be terminated with or without cause, and with or without notice at any time, at the option of either Utilities, Inc. or yourself, except as otherwise provided by law.

If your performance is unsatisfactory due to lack of ability, failure to abide by Utilities, Inc.'s rules, or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

Wage And Salary Policies

Utilities, Inc. has developed policies to ensure wages and salaries comparable to those of other employees with similar jobs at Utilities, Inc. or in our industry. Our wage and salary policy is designed to attract and retain the best-matched people available. To carry out this policy, we periodically compare our wage and salary policy with community rates for similar positions using appropriate published information from sources like statewide business organizations, local chambers of commerce, state and national organizations, various management reports, and various local, state and federal agencies.

Deductions From Paycheck (Mandatory)

Utilities, Inc. is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state, and local income taxes, and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents or exemptions you claim. Any change in name, address, telephone number, marital status, or number of exemptions must be reported

to your manager or the Human Resource Department immediately to ensure proper credit for tax purposes. The W-2 form you receive each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever Utilities, Inc. is ordered to make such deductions. Some states may require other payroll deductions.

Direct Deposit

It may be possible for you to authorize Utilities, Inc. to deposit your paycheck directly into your savings or checking account at a participating bank. Contact the Human Resource Department for details and the necessary authorization forms.

If your employment with Utilities, Inc. terminates, (either voluntarily or involuntarily) your final payroll will be in the form of a check. It will not be directly deposited. The check will be mailed to your home, or in the event you still possess Utilities, Inc.'s property or have not completed your termination paperwork, your paycheck will be mailed to your supervisor. You may pick up your check when you return the Company's property and complete the termination paperwork.

Error In Pay

Every effort is made to avoid errors in your paycheck. Furthermore, the Company prohibits pay deductions from exempt and non-exempt employee pay which do not conform to federal and state regulations. If you believe an error has been made, tell your manager immediately. He or she will take the necessary steps to research the problem and to ensure that any necessary correction is made properly and promptly.

Pay Period

Payday is dependent upon status. Exempt employees will be paid semi-monthly. This consists of a pay period covering the first through the 15th of the month and the 16th through the end of the month. Non-exempt employees will be paid on a bi-weekly pay schedule.

Overtime Calculation

All hours physically worked in excess of forty (40) in any one (1) workweek will be paid at a rate of 1-½ times the regular hourly rate for the non-exempt employee. Hours worked do not include any sick, vacation or holiday hours.

Termination

Utilities, Inc. requests that employees give at least two (2) weeks notice in the event they intend to leave our employ. Any accrued but unused vacation will be paid at the time of employment termination as specified under "Vacations" in the "Benefits" section of this manual. You are not subject to any termination benefit at the time of your resignation. In some situations, such as if Utilities, Inc. terminates an employee due to a loss of business or the sale

of a subsidiary, Utilities, Inc. may elect to pay a departing employee severance pay. Utilities, Inc. may require an employee to sign a release relieving Utilities, Inc. from any and all liability, including claims regarding age, before it will pay any severance.

Wage Assignments (Garnishments)

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal. Whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

Performance And Compensation Reviews

Performance Reviews

Your manager is continuously evaluating your job performance. Day-to-day interaction between you and your manager should give you a sense of how your manager perceives your performance.

However, to avoid haphazard or incomplete evaluations, Utilities, Inc. conducts a formal performance review once a year for each employee. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During formal performance reviews, some of the criteria your manager will consider are the following:

- Attendance, initiative and effort
- Knowledge of your work
- Behavior and willingness
- The quality and quantity of your work
- The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of how your job performance compares to the goals and description of your job. This is a good time to discuss and document your interests and future goals. Your manager is interested in helping you to progress and grow in order to achieve personal as well as work-related goals.

Compensation Reviews

Utilities, Inc. conducts compensation reviews annually following the performance review. Any wage or salary increases will appear in the pay period ending after the dates they are granted. Wage and salary increases may be retroactive in the case of late reviews.

Work Schedule

Absenteeism Or Lateness

From time to time, it may be necessary for you to be absent from work. Utilities, Inc. is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise.

If you are unable to report to work, or if you will arrive late, please contact your manager immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your manager. He or she will determine if the time off due to this absence can be made up or if the time will be unpaid. Unpaid time must be reported on your timesheet.

When you call to inform Utilities, Inc. of an unexpected absence or late arrival, ask for your manager directly. (For late arrivals, please indicate when you expect to arrive for work). All employees are expected to call in themselves regarding any absence. If you are unable to call in yourself because of a dire illness, emergency, or some other extraordinary reason, be sure to have someone call on your behalf. If your manager is not available when you call, you may leave the information with another manager. Notifying the switchboard operator or a fellow employee is not sufficient.

Absence from work for three (3) consecutive days without notifying your manager or the personnel administrator will be considered a voluntary resignation.

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours except for approved breaks and lunch.

Breaks And Rest Periods

You are entitled to two ten-minute breaks each day, one in the morning and one in the afternoon, at a time approved by your manager. Adequate coverage within a department should be maintained at all times.

Excessive Absenteeism Or Lateness

In general, a consistent pattern of absence will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving work early is as detrimental to Utilities, Inc. as an absence, and will carry the same weight as an absence. Other factors, such as the degree of lateness, may be considered. Be aware that excessive absence, lateness or leaving early may lead to disciplinary action, including dismissal, at the discretion of the supervisor.

Lunch Period

If you work longer than four (4) hours, you will be given an unpaid lunch period. The time when lunch periods are scheduled varies among departments, depending on the needs of each department. Your manager will give you your lunch period schedule.

Record Of Absence Or Lateness

If you are absent because of illness for three (3) or more successive days, your manager may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Your manager will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off as well as scheduling layoffs, etc.

The Benefits Package

In addition to receiving an equitable salary and having an opportunity for professional development and advancement, depending upon your eligibility, Utilities, Inc. provides a comprehensive benefit package as a supplement to your total compensation.

A good benefits program is a solid investment in Utilities, Inc. and its employees. It not only assures the loyalty of long-time capable employees, it also helps to attract talented newcomers who can help Utilities, Inc. grow. Utilities, Inc. will periodically review the benefits program and will make modifications as appropriate.

Eligibility For Benefits

If you are a full-time employee not covered by a Collective Bargaining Agreement (CBA), you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit.

If you are a part-time employee not covered by a CBA, you will enjoy only those benefits which are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s). Utilities, Inc. will adhere to the prevailing law. Employees covered by a CBA will enjoy the benefits provided for in the CBA.

No benefits are available to you during your benefits waiting period, except as otherwise provided by law.

Temporary employees are not eligible for benefits.

Policies and benefits for certain officers may differ from those in this manual.

Paid Leaves Of Absence

Holidays

Utilities, Inc.'s paid holidays are the following:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

All full-time employees receive the Company selected holiday benefit.

You may take time off to observe religious holidays. If available, a vacation day may be used for this purpose, otherwise the time off is without pay. You must notify your manager in advance.

Only full-time employees are eligible for holiday pay. You are not eligible to receive holiday pay during the benefit waiting period, nor are you eligible to receive holiday pay if you are a part-time employee or a temporary employee.

Holiday Policies

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation. In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only scheduled vacation will be considered exceptions to this policy. You are not eligible to receive holiday pay when you are on a leave of absence or on sick leave.

If local custom dictates a holiday, such as Mardi Gras in the New Orleans area or St. Patrick's Day in Savannah, Georgia, employees must use their floating holiday or a vacation day in order to follow local custom and close the office and field operations. Any other closing of an office for a local holiday must be approved by Northbrook prior to the closing.

Vacation Policy

Vacation is a time for you to rest, relax, and pursue special interests. Utilities, Inc. has provided paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service. Only full-time employees and eligible part-time employees are entitled to paid vacation. You are eligible to accrue paid vacation within your first completed month of service; however, you may not take paid vacation during your benefit waiting period.

Amount of Vacation

Full-time, non-officer employees are eligible to accrue vacation for each calendar month of service based on their hire date. If you begin working on or before the 15th of the month, your vacation accrual will begin on the first of your hire month. If you begin working on or after the 16th of the month, your vacation accrual will start on the first of the subsequent month. For example, if you start on January 13th, you will receive vacation credit for the entire month of January.

In addition, the vacation accrual rate is based on your length of employment as follows:

Years of Employment	Total Accrual Per Year
▪ Less than 1 year	8 hours for each completed calendar month
▪ More than 1 year but less than 5 years	96 hours annually
▪ More than 5 years but less than 15 years	96 hours annually plus 8 hours for each additional year of service over 5 years
▪ 15 years or more	176 hours

Unused Vacation Time

Employees are encouraged to use their paid vacation time each year. However, Utilities, Inc. does acknowledge that circumstances may arise which do not make that possible. If an employee has unused vacation days remaining at year-end, he/she may carry up to five (5) of the unused vacation days into the next year. Carry-over vacation days must be used within the following year. Employees will not be paid for unused carry-over vacation days.

Part-Time Employees

Part-time employees are not entitled to vacation time or pay unless they qualify for this benefit by working 1,000 hours or more in the current calendar year. Please contact Human Resources for eligibility details.

Terminated Employees

At the time of employment termination, the amount of vacation pay accrued will be calculated by taking the number of full months worked during the current year times the amount of vacation time earned in one month. Any unused time will be prorated and paid upon termination. In the event that more vacation time was used than earned, the difference will be deducted from the last paycheck.

Exceptions to this policy may be made in unusual circumstances (each case to be considered individually by your supervisor and the Human Resource Department).

Other Paid Leaves Of Absence

Election Day

We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours. If it should be necessary, you may take up to two (2) hours leave from work to vote in a governmental election or referendum. You will be expected to notify your manager in advance.

Funeral (Bereavement) Leave

You are entitled to take the necessary time with pay to attend the funeral and to take care of personal matters related to the death of a member of your immediate family (parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister). The amount of paid time will be at the discretion of your supervisor and should not exceed five days. One (1) day of paid funeral leave will be granted in the case of the death of your grandparent, your spouse's grandparent or sibling, or any member of your extended family living in your home. One (1) day of paid funeral leave may be granted in the case of other relatives or close friends at the discretion of your supervisor. With your manager's approval, you may take time without pay to attend funerals of other relatives and friends. If you prefer, a day of earned vacation may be used for this purpose.

If the funeral occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave. Only full-time employees are eligible for paid funeral leave.

Jury Duty

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off, and we wish to help you avoid any financial loss because of such service. If you have completed your benefit waiting period, you will receive your regular pay for the time served not to exceed a maximum of ten (10) business days. You must notify your manager within forty-eight (48) hours of receipt of the jury

summons. On any day or half-day you are not required to serve, you will be expected to return to work.

Sick Leave

Employees are encouraged not to be on the job when their health condition may be a danger to themselves or others in the office or field areas. Each employee is expected to make health a primary concern and to accept responsibility for the well-being of fellow employees. To qualify for pay during sick leave you must be a full-time employee and have completed your benefit waiting period. Time taken off before completion of the benefit waiting period will be without pay. If you must be absent from work because of a personal illness, you will be eligible to receive your regular straight time pay for reasonable time off the job. Reasonable time off will be determined by the supervisor. At the discretion of the supervisor, the employee will or will not be paid for time away from the job.

Please advise your manager as soon as possible that you will be absent from work due to illness. Utilities, Inc. may request "proof-of-illness" and may also use a Company-appointed physician to examine the employee. This sick leave policy does not apply if sick leave is needed as a result of a self-inflicted injury, illegal substance or alcohol abuse, or illness or injury incurred while in the act of committing a felony. In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply but will defer to state statutes.

Unpaid Leaves Of Absence

Occasionally, for medical, personal, or other reasons you may need to be temporarily released from the duties of your job with Utilities, Inc., but you may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence. An unpaid leave of absence may be granted up to a maximum of six (6) months.

You must apply in writing for an unpaid leave of absence, setting forth the reason for the leave, the date on which you wish the leave to begin, and the date on which you will return to active employment with Utilities, Inc. Submit your application to your manager, who will bring your request before the appropriate members of management for approval. A leave will be granted only when operating conditions at Utilities, Inc. permit. The needs of Utilities, Inc. will determine the number of employees allowed an unpaid leave at any one time.

Disability Leave Of Absence

Utilities, Inc. may grant an unpaid leave of absence for illness, disability, or pregnancy/maternity. To request a disability leave of absence from your manager, you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. (A similar statement is required upon return from disability leave). An approved disability leave may be granted for up to ninety (90) days. If necessary, you may request extensions in thirty (30) day increments up to a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of your pending need for a disability leave of absence.

In the case of pregnancy, please inform your manager as soon as possible of the date you and your doctor anticipate that you will begin your leave. Your job status will be protected to the extent that we will make every effort to allow you to return to your former work, if available, or to a similar position for which you may be qualified.

At the time the disability leave begins, vacation time previously earned (but not used) will be paid if the employee so desires. The vacation benefit does not continue to accrue during a leave of more than thirty (30) calendar days. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to Utilities, Inc.'s hiring policies.

Employees who develop an illness or physical condition which requires medical treatment or restrictions and precautions as to their health will be required to submit a physician's statement. This statement must give approval that continued full-time employment in their present position will not jeopardize their health or the safety of others in the event they continue to work. A similar statement is required upon return from disability leave.

Should your attendance or job performance suffer during the period preceding or following a disability leave, we will accommodate you to the extent provided by law. We are under no obligation to reduce or alter your workload or to assign fewer than the usual hours of work.

Family Leave

If you are a full-time employee who has completed at least one full year of employment, you are eligible for up to twelve (12) weeks of unpaid leave after childbirth or adoption, or to care for a seriously ill child, spouse, or parent, or for your own serious illness. A qualifying condition is defined as the need for continuing care and the inability to perform one's job or the need to care for a family member who is ill. Employees will be required to provide thirty (30) days notice for foreseeable leaves for births, adoption or planned medical treatment.

Your health insurance coverage will continue during this leave provided you continue making your premium payments while on leave. Arrangements for making your premium payments must be made with the Payroll Department. Your position or a comparable position will be made available to you upon your return.

A doctor's certification must be obtained to verify a serious illness. Utilities, Inc. reserves the right to seek a second medical opinion regarding the serious nature of the illness. Medical certification for such a leave must include the expected dates for medical treatment and the planned duration of the treatment.

Military Leave Of Absence

If you are a full-time employee and are inducted into the US Armed Forces, you will be eligible for re-employment after completing military service provided:

1. You show your Orders to your manager as soon as you receive them.
2. You satisfactorily complete your active service duty.
3. You enter the military service directly from your employment with Utilities, Inc.
4. You apply for and are available for re-employment within the timeframe outlined under USERRA, which is dependent upon the length of time you are on active duty.

Military Reserves Or National Guard Leave Of Absence

Employees who serve in US military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. These employees may apply unused earned vacation time to the leave if they wish; however, they are not obliged to do so. You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for your replacement during this absence. During the period in which the employee will receive military pay, Utilities, Inc. may choose to make up any difference between the employee's military pay and regular salary.

If the employee chooses to keep his or her health care benefits under our group plan, he or she may do so for a period up to 24 months, beginning after the first 30 days of leave. However, after the first 30 days of leave, the employee's benefits will fall under COBRA rather than the group plan, and the premium will be determined by the COBRA rates currently in effect. If the employee chooses not to participate while on military leave, he or she must submit a letter to the Human Resources Department stating he wishes to waive his health care continuation rights. The employee may resume participation in our group plan upon his re-employment.

Personal Leave Of Absence

In very special circumstances, Utilities, Inc. may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. You should request an unpaid personal leave of absence from your manager. A personal leave of absence must not interfere with the operations of your department or Utilities, Inc. Your manager will submit your request to the appropriate member of management for final approval.

A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, vacation and other benefits will no longer continue to accrue. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed upon will result in termination of employment.

Returning From A Leave Of Absence

You must notify Utilities, Inc. at least fifteen (15) days prior to your expected return date that you intend to return from a leave of absence. When you return, you will be placed on your regular job if such position remains and is available. If Utilities, Inc. needs to eliminate or fill your position while you are on leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, you will be placed on layoff status.

If you don't return from your leave of absence on the day indicated in your original application or in any approved extension, or within three (3) days of release by your doctor if you have been on a disability leave of absence, you will be considered to have voluntarily resigned from employment with Utilities, Inc. as of the day on which you began your leave of absence.

If you have been on a disability leave of absence, you will be required to submit a statement from your doctor indicating that you are fit to return to your normal duties. The Company encourages employees to return from leave as soon as possible, with or without restrictions, as long as accommodations can be made for any restrictions noted on the physician's statement.

Accepting Other Employment Or Going Into Business While On Leave Of Absence

If you accept any employment or go into business while on a leave of absence from Utilities, Inc., you will be considered to have voluntarily resigned from employment with Utilities, Inc. as of the day on which you began your leave of absence.

Insurance Premium Payment During Leaves Of Absence

Utilities, Inc. will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of six (6) months while you are on a disability leave of absence. While you are on any other type of unpaid leave of absence from Utilities, Inc., you will be responsible for paying the total premium for your coverage and that of your dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

Insurance Coverage

Group Insurance

Utilities, Inc. is interested in the health and well-being of both you and your family. A comprehensive health and life insurance program is available for you and your family. After completion of thirty (30) days employment, permanent employees working a minimum of 30 hours per week (except any person employed on a temporary or seasonal basis) become eligible for coverage by the insurance company. You may choose to accept or decline the insurance coverage.

The following benefits are provided as defined and limited in the literature provided by our insurance company and the administrators of our policies.

- Group Term Life Insurance
- Accidental Death & Dismemberment Insurance
- Group Long-Term Disability Insurance
- Medical Health Care Coverage
- Dental Care Coverage
- Vision Care Coverage
- Dependents' Medical, Dental, and Vision Care Coverage

If you choose group health, dental, and vision insurance coverage, you will receive a booklet describing your benefits when you join the program.

Utilities, Inc. pays a significant portion of the cost of the premium for health and dental insurance coverage for employees and their eligible dependents. The balance of the premium is deducted from your paycheck by payroll deduction. The vision program is paid for entirely by the Company and is provided to all employees and their dependents that are enrolled for medical coverage.

In the event of your termination of employment with Utilities, Inc. or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. Consult the Human Resource Department for details.

Long-Term Disability Insurance

If you are a permanent employee working a minimum of 30 hours per week (except any person employed on a temporary or seasonal basis), you may be protected from financial hardship through a disability insurance policy if you are totally disabled because of an illness or accident that is not job related. Total disability means that you cannot perform any position that Utilities, Inc. has available that you are qualified for and normally able to perform. (Workers' compensation benefits protect you if you are involved in a job-related sickness or accident).

The current plan for disability pays 50% of Covered Monthly Earnings after the employee has been disabled for a period of six (6) months. Social Security and other disability income offsets (co-insures) the long-term disability benefits. The maximum benefit period is variable depending upon your age at the time of disability, and proof of disability or illness will be governed by the rules of the insurance company providing coverage. You will be eligible for this benefit the first day of the calendar month after you have completed thirty (30) days of service. Our insurance company administrator provides a booklet describing your benefits.

If you need further clarification or information, or if you need to file a claim for these benefits, contact the Human Resource Department.

Short-Term Disability Benefit

A benefit will be paid by the Company for a medical disability in the period prior to the effective date of long-term coverage (during the first six (6) months of disability) based on length of service. This benefit is payable only to full-time employees and is paid as follows:

One to 2 years service	1 week's salary
More than 2 years but less than 4 years service	3 week's salary
More than 4 years but less than 6 years service	6 week's salary
More than 6 years but less than 12 years service	2 week's salary per year of service
More than 12 years service	100% of salary during the first six (6) months of short-term disability

Pregnancy/maternity leave is treated for purposes of this policy as short-term disability, and is paid to a maximum of six (6) weeks unless a medical disability necessitates additional time. Unpaid pregnancy leave is granted according to the Family Medical Leave Act, not to exceed 12 weeks including paid leave.

Medical, Dental And Vision Insurance

Today's many health insurance plans and options can be confusing and complicated. For this reason, Utilities, Inc. has spent considerable time selecting plans which provide extensive benefits and comparable coverage for all employees. Please note that, in certain areas, physician participation is limited. Therefore, coverage may vary somewhat from one area to another. However, the Company strives to provide comparable benefits to all employees despite these limitations.

Utilities, Inc. offers all eligible employees an extensive benefit package. UI reserves the right to modify or eliminate any benefit. The information below offers a general summary of coverage. Summary Plan Descriptions are available from Human Resources. To be covered under any of UI's insurance plans, you may be required to fill out certain paper or electronic forms. The completion of these forms and other eligibility requirements are **the employee's responsibility**. When discrepancies between the information in this Handbook, the Summary Plan Description, and/or the Policy Documents occur, the Policy Documents prevail.

To be eligible, an employee must be on the active payroll, and regularly scheduled to work at least 30 hours per week (**this hourly requirement applies for insurance classification purposes only**).

It is the manager's responsibility to have a general understanding of the information covered in this Benefits Overview.

Generally, regular full-time employees are eligible for enrollment on their 31st day of employment with UI. Employees must elect to enroll in the group health insurance plan during their applicable eligibility period. **If employees fail to enroll during their initial eligibility period, they will not be able to enroll until the next open enrollment.** If an employee elects to participate in the UI group health insurance plan, UI currently pays a portion of the premiums. The portion of the premiums not covered by UI will be the employee's responsibility and will be paid through payroll deductions. In the event an employee elects not to participate in UI's *group health insurance program*, the employee may be required to sign a waiver to such effect, indicating his/her desire not to participate and acknowledging that his/her health insurance is entirely his/her responsibility. Please call our Benefits Administrator for additional information regarding this plan.

UI is a self-insured company and provides a choice of two PPO Plans through Blue Cross Blue Shield of Illinois. Open enrollment is held annually for all employees who wish to enroll that elected not to enroll during their initial eligibility period and for all employees who wish to make changes to their existing enrollment.

UI offers dental insurance as a part of your benefits package. At the present time, UI currently pays a portion of the premiums. The premiums not covered will be your responsibility and will be paid through payroll deductions. Please contact our Benefits Administrator for additional information regarding this plan.

UI offers vision insurance as a part of your benefits package. Enrollment in the Medical Insurance is required to participate in the Vision Insurance. UI currently pays the full premium for this benefit. Please contact our Benefits Administrator for additional information regarding this plan.

UI offers a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, commonly known as a "Cafeteria Plan," which enables you to save, on a pre-tax basis, a portion of your compensation into accounts that you can use to pay your share of medical, dental and vision expenses not covered under the medical insurance, child care, and other items, subject to certain limits. Please contact our Benefits Administrator for additional information regarding this plan.

Life And AD&D Insurance

If you are a permanent employee working a minimum of 30 hours per week (except any person employed on a temporary or seasonal basis), you are covered by both group life insurance and accidental death and dismemberment (AD&D) insurance. The life insurance benefit equates to one and one-half (1-½) times your annual salary rate plus \$10,000 as of your eligibility date. The accidental death and dismemberment benefit is an amount equal to your life benefit. These benefits will be updated to reflect any changes, including reductions beginning at age 65.

In addition, Utilities, Inc. carries an additional \$50,000 of AD&D insurance for all eligible office personnel and an additional \$100,000 of AD&D insurance for all eligible field personnel.

Life and AD&D coverage becomes effective the first of the month following the 30-day benefit waiting period.

Payment of benefits will be made based on an order of preference, first to your spouse, second to your family, or lastly to your estate, unless you designate a beneficiary. You may change your beneficiary whenever you wish by submitting the appropriate documents to the Human Resource Department. Refer to the literature provided by our insurance company for details on your life and AD&D insurance coverage.

Termination Of Insurance

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to the premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as an employee who is eligible for the insurance.

Government Required Coverage

Workers' Compensation

The Workers' Compensation Law is a no-fault insurance plan which is supervised by each state and one hundred percent (100%) paid for by Utilities, Inc. This law was designed to provide you with benefits for any injury which you may suffer in connection with your employment. Under the provision of the law, if you are injured while at work, you are eligible to apply for workers' compensation.

What Is Workers' Compensation?

Each state's no-fault workers' compensation law was passed by individual state legislatures to guarantee prompt, automatic benefits to workers injured on the job.

Before workers' compensation, an injured worker had to sue his employer to recover medical costs and lost wages. Lawsuits took months and sometimes years. Juries and judges had to decide who was at fault and how much, if anything, would be paid. In most cases, the injured worker got nothing. It was costly, time-consuming and an unfair system.

Today, if you are unable to work because of a job injury, Utilities, Inc. and our workers' compensation insurance carrier work together to take care of your medical expenses and pay compensation to you until you are able to come back to work. This is done automatically, without delay or red tape.

Who Is Covered?

Every Utilities, Inc. employee is protected by workers' compensation.

What Is Covered?

Any injury is covered if it is caused by your job—not just serious accidents, but even first-aid type injuries. Illnesses may also be covered if they are related to your job. For example, common colds and flu are not covered, but if you caught tuberculosis while working at a TB hospital, that would be covered. The main question is whether the injury or illness is the result of the performance of your job.

When Am I Covered?

Coverage begins the first minute you are on the job and continues the entire time you are working for Utilities, Inc. You do not have to work a certain length of time, and there is no need to earn a minimum amount of wages before you are protected.

What Are The Benefits?

State law guarantees you three kinds of workers' compensation benefits.

1. Medical care to take care of the injury, including not only doctor bills, but also medications, hospital costs, fees for lab tests, x-rays, crutches and so forth – There is no deductible, and all costs are paid directly by our workers' compensation insurance carrier. If you do receive a bill, be sure to submit it to the Human Resource Department for payment through our insurance carrier.
2. Rehabilitation services necessary to return to work – Sometimes this is just an extension of medical treatment (for example, physical therapy to strengthen muscles). However, if the injury keeps you from returning to your usual job, you may qualify for vocational rehabilitation and retraining too. Again, all costs are paid directly by Utilities, Inc. through our workers' compensation insurance carrier.
3. Cash Payments For Lost Wages – The most common kind of payments, for "temporary disability", will be made for as long as the doctor says you are unable to work. Additional cash payments may be made after you are able to work if there is a permanent handicap—for example, the amputation of a finger or loss of sight. If the injury results in death, payments will be paid to surviving dependents.

How Do I Get The Benefits?

All injuries, no matter how slight, must be reported immediately to your manager to ensure consideration under workers' compensation insurance should complications develop later. Your manager will see that you receive medical attention.

Tell your manager what, where, when, and how it happened—enough information so that he or she can arrange medical treatment and complete the necessary reports. In an emergency, you may go directly to one of the medical facilities nearby. You must furnish your manager with written statements regarding the on-the-job accident so that we may accurately document the

incident and so you may receive all the benefits to which you are entitled. *(Failure to do this could result in a loss of benefits).*

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Ensure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can be disabling if an infection develops.

How Much Are The Cash Payments?

Payments consist of a percentage of your average weekly wage, up to a maximum amount set by the state legislature. The amount of the payments, and when and how they will be paid, are regulated by state law. Only the state legislature can change the law.

Workers' compensation payments are tax free. There are no deductions for state or federal taxes or Social Security.

Other Benefits

If the injury is very serious—one where you will not be able to work for a year or more—you may be eligible for additional benefits from Social Security. For information, contact the nearest office of the Social Security Administration, or discuss your situation with the claims representative of Utilities, Inc.'s workers' compensation insurance carrier. An employee returning to work after being absent due to an injury must report to his or her manager prior to beginning work and must bring a doctor's clearance for returning to duty. The Company encourages employees to return from leave as soon as possible, with or without restrictions, as long as accommodations can be made for any restrictions noted on the physician's statement.

Supplemental Benefits

State required Workers' Compensation is supplemented by an additional plan provided by Utilities, Inc. Coverage under the two plans can bring your total benefit to 100% of normal take-home pay. Three months of this supplemental benefit are earned for each year (including partial years) employed, to a maximum benefit period of two years.

Unemployment Compensation

Utilities, Inc. pays a percentage of its payroll to the Unemployment Compensation Fund according to Utilities, Inc.'s employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible. Utilities, Inc. pays the entire cost of this insurance.

Social Security

The United States government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Utilities, Inc. is required to deduct this amount from each paycheck you receive. In addition, Utilities, Inc. matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Retirement

401(k) Plan

The Company provides a 401(k) Plan to eligible employees who are at least 21 years of age and have completed one year of service. The Plan is administered by JP Morgan and it allows you the choice of mutual and bond funds into which you may direct your contribution. You are eligible to enroll at any time after your one year anniversary, and you may change your fund choice or your percentage at any time.

You may contribute up to the maximum as allowed by law. The current limit is \$16,500 for 2010. The Company will match a portion of employee contributions. Please contact the HR Manager for additional information regarding this plan.

If you are age 50 or older, you may elect to defer additional amounts (catch-up contributions) to the Plan. The maximum catch-up contribution that you may make is \$5,500 in 2010.

The Plan also provides for a discretionary annual profit sharing contribution which is determined by the Board of Directors.

You are always fully vested in your own contributions. However, you do not become fully vested in the Company contribution until you have completed five years of service.

Statement Of Employee Retirement Income Security Act (ERISA) Rights

As a participant in the Utilities, Inc. Employees' Retirement Plan, you are entitled to examine the Plan documents and the annual report and Plan description filed with the US Department of Labor. This inspection may be made during normal business hours. Ask your manager to make arrangements for you with the Human Resource Department.

Other Benefits

Adoption Benefit

Adoption benefits are available to full-time employees after one year of service. The adopted child must be 18 years of age or younger unless the child is physically or mentally incapable of caring for himself or herself. Eligible adoption related expenses will be reimbursed as they are incurred during the adoption process up to a maximum of \$5,000 per child. Employees are eligible for unpaid Family Medical Leave, including paid leave in lieu of pregnancy leave.

Education Assistance

We feel that individuals who possess a desire to continue their education, in addition to performing their full-time job, show a commitment to improving themselves and their position within the Company. To encourage and reward these individuals, Utilities, Inc. offers an education assistance benefit.

Full-time employees may continue their education in a related field, and Utilities, Inc. may reimburse some of the tuition costs. All courses and costs must be pre-approved by your manager. Once the course is completed, submit a certified transcript of your grades and the receipts for your expenses. Utilities, Inc. will reimburse you for the portion of the tuition that was pre-approved on the following basis:

Grade	Reimbursement
A	90% of the amount that was pre-approved
B	75% of the amount that was pre-approved
C	50% of the amount that was pre-approved

Regarding classes in which a pass or fail grade is issued, a passing grade will be reimbursed at 90% of the amount that was pre-approved.

In order to qualify for this education assistance benefit, you must:

- Advise you manager, prior to enrolling for the class that you intend to take a particular course. Your manager will advise you whether the course is of a nature that Utilities, Inc. will approve for reimbursement of tuition.
- The course must be job-oriented and offered by an approved education institution.
- You must receive a passing grade of "C" or better.
- You must have at least one (1) full year of service with Utilities, Inc.
- If you are eligible to receive educational benefits from other sources, such as the Veterans Administration, Utilities, Inc. will only consider some reimbursement of the part that remains unpaid after application of those benefits for your educational expenses.
- Any reimbursement expense in excess of \$500 requires the approval of a Corporate Officer in addition to your supervisor.

Depending on the type of educational program and the value of the classes, Utilities, Inc. may require you to sign an agreement stating that if you leave the Company within 12 months of completing a class, you will repay the amount you were reimbursed.

Education And Training

(Attending Seminars and Training Sessions)

From time to time, Utilities, Inc. may arrange to send you to formal and informal training programs to enable you to progress in the technical knowledge of our business. You will receive a normal paycheck while attending these schools or workshops. All or a portion of the expenses for off-premises training will be paid for by Utilities, Inc. depending on the nature of the course. Check with your manager details. Certifications of operating licenses are subject to payment at the time of the issuance of the new certificate based on the level attained.

Employee Assistance Program

Utilities, Inc. provides an Employee Assistance Program (EAP) which is designed to provide a service for our employees whose personal problems are affecting their ability to function at top efficiency in their work. This program is available to all full-time employees and their immediate families. Arrangements can be made by the employee to visit a professional of his or her own choice who is specially trained in a specific problem area, including alcoholism, domestic violence, drug dependency, eating disorders, emotional illness, family problems, financial problems, legal problems, and marital conflict.

Utilities, Inc. will reimburse the costs for assessment up to \$150. Other costs, like treatment, may be covered in part or in full by the group insurance plan. There may be times when you will be solely responsible for expenses.

Finder's Fee

Utilities, Inc. values its loyal employees and understands the need to attract talented newcomers who can help us grow. Occasionally, we fill an open position with the assistance of a current employee. Provided the new full-time employee completes ninety (90) or more days of employment with Utilities, Inc. for the regulated businesses and one (1) year for the unregulated businesses, the referring employee will receive a finder's fee of \$1,000 for a position filled below the director level. The finder's fee is to be paid on or after the new employee's ninety-first day of employment.

Other Policies

Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to remain aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

You may receive letters, informational booklets, and newsletters from Utilities, Inc., although there is no regular schedule for distribution of this information. The function is to provide you and your family with interesting news and helpful information which will keep you up-to-date on the events and policies here at Utilities, Inc.

All customer communications or mailings, with the exception of correspondence on an individual basis, should be initiated and approved by appropriate personnel in the Northbrook office to ensure that policy and philosophy are correctly stated and to take advantage of mailing efficiencies.

All outgoing messages should be accurate, appropriate, and work-related, whether issued by mail, facsimile, email, internet transmission, or any other means.

Employees should also ensure that no personal correspondence appears to be an official communication of the Company since employees may be perceived as representatives of the Company and possibly create liability for the Company.

Company letterhead, business cards, signs, etc. must be standard and incorporate only the approved corporate identity, logos, or branding. As such, stationery and business cards are not to be personalized with logos indicating any type of religious, ethnic, or other affiliation. Employees may not use Company stationery for personal purposes.

In addition, employees are not to place bumper stickers or signs on Company vehicles.

Company Publications

In an effort to provide Company information to employees, shareholders, developers, vendors, bankers, and other individuals, Utilities, Inc. publishes newsletters, reports and other materials that feature Utilities, Inc.'s employees. From time to time, Utilities, Inc. may incorporate employee names and pictures taken during working hours or at Company-sponsored events in these materials.

Accordingly, Utilities, Inc. and its subsidiaries reserve the right to use and reproduce names and pictures of employees for these materials.

Dress Code And Personal Appearance

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves meeting with customers or visitors. A well-groomed, professional appearance contributes to the positive impression you make on our customers. You are expected to be suitably attired and groomed during working hours or when representing Utilities, Inc.

Office employees are required to wear business casual attire, if not professional attire. All clothing must be worn at an appropriate length for a professional image. Proper footwear must be worn at all times. Business casual attire excludes denim, t-shirts, and tennis shoes.

Operating Managers and operating personnel are required to wear their uniforms at work. Cowboy boots and tennis shoes are not acceptable and may not be worn. All uniforms should be kept clean and in good repair and changed daily in keeping with good personal hygiene. Aprons should be worn by all employees when working with chemicals. Coveralls should be worn by all employees engaging in activities that may permanently damage uniforms.

Personal appearance should be a matter of concern for each employee. If your manager feels your attire is out of place, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose.

Grievances And Suggestions

An efficient, successful operation, and satisfied employees go hand-in-hand. Employees' grievances or suggestions are of concern to Utilities, Inc., regardless of whether the problems or ideas are large or small.

In order to provide for prompt and efficient evaluation of and response to grievances or suggestions, Utilities, Inc. has established a formal Grievance/Suggestion Procedure for all employees. It will always be Utilities, Inc.'s policy to give full consideration to every employee's opinion. There will be no discrimination against or toward anyone for his or her part in presenting grievances or suggestions.

Under this policy, a grievance is defined as any event, condition, rule, or practice which the employee believes violates his or her civil rights, treats him or her unfairly, or causes him or her any degree of unpleasantness or unhappiness on the job. This covers a wide range of circumstances, everything from the workplace, the environment, and other working conditions, to policies or practices which interfere with or hinder an employee's performance. A grievance may also deal with an attitude, a statement, or an opinion held by a manager or a fellow employee.

Talking things over usually helps. When you have a grievance or other problem, the person you report to is the person to see first. If this does not settle the matter, you are entitled to go to his or her immediate supervisor to see what can be done.

The Grievance/Suggestion Procedure is as follows:

1. See Your Manager First

If there is anything bothering you, or if you have a suggestion, your manager would like to hear about it. If you feel that any working condition, policy, practice, or action by Utilities, Inc., or by any member of management is unjust, you should tell your manager about it and discuss the matter confidentially and in private with him or her. Establish with your manager an appropriate time and place to discuss your concern. If for some reason your manager fails to offer you the opportunity to discuss the matter or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step.

2. Put It In Writing

It makes a difference when you put your grievance or suggestion in writing—understanding the situation and what you think the ideal condition should be, as well as some ideas for achieving your desired condition, will help your manager go to work for you. Explain the present situation, the desired condition, and your proposed solution or suggestion. Submit this to your manager.

If after discussion with your manager the situation remains unsettled, the matter should be referred to senior management. You may need to elaborate your complaint or proposed solution by expanding on your written grievance or suggestion. Further describe the situation or problem, name any witnesses if applicable, and be sure to mention times, dates, and places. Also, include a summary of your communications with your manager on the subject. Put this information into an envelope, seal it, and either mail or deliver it to the immediate manager of your manager. Of course, your grievance or suggestion may not require all this information but could be a brief statement regarding a working condition or a cost-saving idea. Whatever it is, we want to know about it. An appropriate member of senior management will schedule a discussion with you.

3. Grievance Or Suggestion Conference

Your manager's immediate manager will review the grievance or suggestion and may call you for a scheduled conference. This may, at his or her discretion be with or without the presence of your immediate manager. At this conference, you should feel free to openly discuss your complaint and substantiate your reasons for feeling the way you do; the senior management member will consider your input and render a decision.

4. Hotline

In addition to the above procedure, the Company has established a Hotline. If you wish to express an opinion, but prefer to remain anonymous, you may call our Hotline number, which is 847-498-6440, Ext. 3300. If you request a response, please leave your name and a daytime number where you can be reached.

The sole purpose of this Grievance/Suggestion Procedure is to give each employee and Utilities, Inc. a chance to clear up any problem, complaint, friction, or grievance and to evaluate employee suggestions. In order for this policy to work, each employee and each member of management must want it to work and be willing to do whatever it takes to make it work.

Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times. Not only does this promote an image of professionalism, it also is a required safety precaution. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to your manager immediately.

Outside Activities/Conflict Of Interest

No employee may take an outside job, either for pay or as a donation of his or her personal time, with a customer or competitor of Utilities, Inc., nor may they do work on their own if it competes in any way with the products or services we provide our customers. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, we would like to know about it. Therefore, before accepting any outside employment, notify your supervisor in writing. An employee will not be permitted to receive benefits from the Company's workers' compensation plan for a disability contracted as a result of outside employment.

Personal Phone Calls And Mail

Our telephones are to be used for business purposes. If you must make or accept personal phone calls, please keep the number and length of these calls to a minimum—they must not interfere with your work. You are permitted to make limited local area calls on Company telephones for essential personal business during lunch or break periods only. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you. In addition, please do not use Utilities, Inc. as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may seem small, it does add up significantly.

Personal Use Of Company Property

If you want to use Utilities, Inc. equipment or tools during or after work hours for personal benefit, you must have the approval of your manager. Your manager will ask you to sign out the item on a proper form. You must understand and agree that Utilities, Inc. is not liable for personal injury incurred during the use of Company property for personal projects. As a Utilities, Inc. employee, you accept full responsibility for the malfunction of equipment and for any and all liabilities pertaining to injuries or losses. You are responsible for returning the equipment or tools in good condition, and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

Resignation

While we hope both you and Utilities, Inc. will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with Utilities, Inc. If you anticipate having to resign your position with Utilities, Inc., you are expected to notify your manager at least two (2) weeks in advance of the date that you must leave.

Return Of Company Property

Any Utilities, Inc. property issued to you, such as tools or uniforms, must be returned to Utilities, Inc. at the time of your dismissal or resignation, or whenever it is requested by your manager or a member of management. You are responsible to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck.

Required Inoculations For Operating Personnel

Operating employees who work at wastewater treatment plants are required to receive a tetanus inoculation every seven years. The actual cost of the inoculation will be reimbursed to the employee. Proof of this inoculation must be furnished to the Safety Manager in your area or to the Corporate Safety Director.

While the risk is minimal for an employee to contract typhoid or hepatitis as the result of operating a water or wastewater facility, the Company will reimburse the cost of immunization against these diseases and encourages these inoculations.

The Company encourages all employees who work in or near a wastewater treatment facility to use proper personal hygiene to guard against any unnecessary infections from germs. Precautions may include washing hands prior to eating or smoking and before and after the use of the restroom. Additionally, all employees are required to wear protective equipment when in contact with wastewater or sludge in any form.

Security

Maintaining the security of Utilities, Inc.'s buildings and vehicles is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them should the need arise.
- When you leave Utilities, Inc.'s premises, make sure that all entrances are properly locked and secured.

Smoking Policy

The Company provides a smoke-free working environment for all employees and encourages all employees to be non-smokers. Therefore, smoking is not permitted at any time in any Company office or operations building, plant, or vehicle, or within a reasonable distance from any public or employee entrance. Reasonable distance should be defined by regional management or local law. A designated smoking area may be established, but it should be a safe distance from flammable or hazardous materials. When possible, it should also be out of public view.

Substance Abuse

Utilities, Inc. is committed to providing its employees with a safe and substance free workplace. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

Whenever use or abuse of any substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action must be taken. Utilities, Inc. has no desire to intrude into its employees' personal lives, however, both on-the-job and off-the-job involvement with any drugs or alcohol can have an impact on our workplace and on Utilities, Inc.'s ability to achieve its objectives of safety and security. Therefore, you are expected to report to the workplace with no illegal drugs or alcohol in your body. The possession, sale or use of illegal drugs, or coming to work under the influence of such substances, shall be a violation of safe work practices and will be subject to disciplinary action, including dismissal.

Employees will be subject to annual random substance abuse testing, as well as reasonable suspicion testing, accident related testing, routine fitness-for-duty testing, and testing following an employee's completion of a substance abuse rehabilitation program. Refusal of an employee to submit to a drug or alcohol test constitutes grounds for termination. For additional details, please refer to the substance abuse policy.

Theft

Property theft of any type will not be tolerated by Utilities, Inc. We consider property theft to be the unauthorized use of Company services or facilities or the taking of any Company property for personal use. Unauthorized possession or removal of Company property is a very serious offense. Employees violating this policy will be subject to discipline, up to and including dismissal and prosecution.

Traffic Violations

If you are authorized to operate a Company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred.

Uniforms

We provide uniforms which some employees must wear while at work. Upon termination of employment, the uniforms must be returned, or the cost will be deducted from your final paycheck.

Use Of Company Vehicle

If you are authorized to use a Utilities, Inc. vehicle for Company business, you must adhere to the following rules:

- You must be a licensed driver and follow the Company's driving requirements.
- You must wear your seatbelt while on the road.
- All vehicle expenses should be maintained on the fleet charge card.
- You are responsible for following the manufacturer's recommended maintenance schedules to maintain warranties, including oil changes, tune-ups, etc.
- You are responsible for paying any violation tickets. A Company employee who has a suspended or revoked license may not operate a Company vehicle and may be subject to termination.
- You must keep the vehicle clean at all times—washed and vacuumed as often as necessary. No bumper stickers are to be displayed on Company vehicles.
- You must not allow persons not authorized or employed by Utilities, Inc. to operate or ride in a Company vehicle.
- Prior to operation of any Company vehicle, your manager will train you on the appropriate steps to take if you are involved in an accident—filling out the accident report, getting names of witnesses, etc.
- Employees who incur major violations (e.g., driving under the influence, driving on a suspended license, reckless driving) while in a Company vehicle will be subject to disciplinary action, up to and including termination. Employees who incur one major violation within three years or more than three minor violations within three years, while driving either on or off the job, will be placed on probation for one year. They also must attend driving school on their own time and at their own expense, and they may also be placed on non-driving status, which may lead to termination. The employee must provide a completion certificate to his or her supervisor and the Human Resource Department within 60 days of the violation. If the employee incurs additional driving violations within the year of probation, he or she may be subject to termination.
- Employees who incur repeated minor violations (e.g., two within one year or three within three years) while driving either on or off the job must attend driving school on their own time and at their own expense. The employee must provide a completion certificate to his or her supervisor and the Human Resource Department within 60 days of the violation.

- Employees who incur one minor violation with property damage and/or personal injury, or employees who are cited for contributing to property damage and/or personal injury, may be placed on probation for one year. They also must attend driving school on their own time at their own expense. The employee must provide a completion certificate to his or her supervisor and the Human Resource Department within 60 days of the violation.
- All on-and-off duty driving violations and accidents must be reported to your supervisor and Regional Vice President. The supervisor must notify the Vice President of Operations and the Human Resource Department of all major violations.
- Employees using a cell phone or radio phone while driving a Company vehicle must observe local and state regulations. Whenever possible, you should pull over to the side of the road to use the phone or use a hands-free device if you must use the phone while driving, and never take written notes while driving. Safe driving practices take precedence over phone use.
- Company vehicles are not to be used for personal business or vacations. Employees involved in an accident during unauthorized use of a Company vehicle may be held accountable for damage sustained to the vehicle and may be subject to termination.

Use Of Electronic Communication Services

Purpose

Utilities, Inc.'s Electronic Communication Services are primarily established to provide effective internal communication. However, the widespread use of enterprise-wide networking technologies in many corporations and the availability of Public Electronic Communication Services have allowed electronic external communication to become standard business practice. This Corporate policy describes procedures and responsibilities that will ensure efficient, effective, and professional internal and external business communication. These services are for business use only. The use of Electronic Communication Services will be subject to appropriate monitoring.

Definitions

“Chain Mail” means a sequence of mail whereby each recipient is requested to send copies to others. Normally some kind of personal gain is promised to recipients who do so.

“Electronic Communication Service” means a company service or system application providing the functionality to electronically transmit voice, data or other information from one person or computing system to another. Included are electronic mail, voice and data networks, fax machines and access to external networks provided by the Company. It also includes an Electronic Communication Service, or like service, provided for public use. Utilities, Inc. may provide access to such services in order to facilitate external communication. Examples are the internet or commercial carriers such as AOL or Interaccess.

“Email” is an Electronic Communication Service offered within the Company.

“Secure Gateway”, sometimes referred to as “firewall” means any mechanism that controls access to computing or network service by utilizing a user authentication and validation process. An example of this is ARA (Apple Remote Access).

“Business Purposes” includes personal growth, employee well-being, professional communication, and corporate social responsibilities.

Responsibility

It is the responsibility of each Utilities, Inc. manager to:

- Ensure employees, consultants, contractors, and any external users are provided a copy of the Corporate policy prior to their being granted the right to use an Electronic Communication Service.

It is the responsibility of each Utilities, Inc. Electronic Communication Services user to:

- Review and understand these procedures prior to using the service.
- Access all Electronic Communication Services at least once a day to retrieve messages and respond to them in a timely manner.
- Ensure that passwords are kept strictly to themselves.
- Ensure that the network connections made to facilitate information exchange do not jeopardize the confidentiality, integrity, or availability of information that may be stored or accessible from their terminal or computing devices.
- Advise his or her manager if there is reason to believe that the Electronic Communication System is being used for non-company business or illegal activities or if there is a possibility of a security breach.

It is the responsibility of the Network Coordinator to:

- Establish and maintain the Electronic Communication Directory.
- Delete the Electronic Communication Directory entry at the time an employee, contractor, or consultant terminates his or her relationship with the company.
- Provide protection of technical information and know-how by ensuring employees, consultants, contractors, and any external users of Electronic Communication Services are reminded of these procedures annually or whenever there is an *organizational* or an *environmental* change which warrants a reminder.

Electronic Communication Services Use

Electronic Communication Services may be made available to employees, contractors, consultants, and others for the sole purpose of conducting the company’s business. Utilities, Inc. employees may provide their public electronic communication address to non-company colleagues with whom they need to communicate electronically for business purposes.

“Company-Maintained Systems” – Fax and electronic mail (email) systems are maintained by the Company in order to facilitate Company Business. Therefore, all messages sent, received, composed, or stored on these systems are the property of the Company.

“Personal Use” – These systems are to be used by employees in conducting Company business and are not for employees’ personal use. The Company understands that on rare occasions employees may need to use these systems for personal business and is willing to accommodate such personal use to a limited degree. Although incidental and occasional personal use is permitted, users automatically waive any claim to privacy. If a communication is intended to be personal and confidential, alternative means of transmission should be considered. Personal use of Electronic Communication Services which interferes with an employee’s work performance will not be tolerated. Employees may make reasonable personal use of the facilities provided the use is not prohibited by this or any other Company policy and such use is restricted to employees, not their family or associates.

“Privacy” – The Company reserves the right to access employees’ faxes and email messages at any time. Therefore, employees’ outgoing messages or information must not indicate to any recipient that the incoming messages or information will be confidential or private. The existence of a password on any system is not intended to indicate that messages or information will remain private.

“Erasure Not Reliable” – Employees should be aware that even when a message has been erased, it still may be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private.

“Message Access” – Messages on Electronic Communication Services are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, the Company reserves the right to access messages on all systems at any time. Any attempt by persons other than the above to access messages on any system will constitute a serious violation of Company policy.

“Message Sending” – The security and protection of individual passwords is the responsibility of the individual owner of the password. Therefore, if something is authored from a password-protected system, the presumption will be that the message was initiated by the owner of the password.

“Internet Access” – Internet access during business hours should be used for business purposes only. Employees wishing to surf the internet for purely personal reasons should do so on their lunch hours or after working hours.

Prohibited Use Of Electronic Communication Services

Employees should not contribute to on-line discussions or email messages in a way in which their personal position or opinion may be taken for the official position or opinion of the Company.

Employees should not use Electronic Communication Services for the distribution of unapproved commercial advertising material.

Employees may not knowingly introduce a computer virus anywhere on the Network.

“Harassment and Discrimination” – Using Electronic Communication Services in any discriminatory or harassing fashion is strictly prohibited. In particular, any written or graphic material of a sexual nature or material promoting hatred against a group or an individual is strictly prohibited.

“Gambling” – Any and all wagering for money is prohibited. This includes pools.

“Fundraising” – Any unauthorized fundraising is prohibited.

“Chain Letters” – The use of Electronic Communication Services to initiate or propagate Chain Mail is strictly prohibited.

Proprietary Information

Utilities, Inc.’s developed software, purchased software, documentation, process and product information must not be transferred to any non-company entity for any reason other than business purposes expressly authorized by appropriate Company senior management.

Utilities, Inc.’s confidential information transmitted using Electronic Communication Services must be encrypted. If local regulations prohibit encryption, alternative methods of communication must be used.

Unless specified otherwise by contract, all confidential or proprietary information and software that have been entrusted or licensed to the Company by a third party (e.g., licensed commercial software) must be treated as though it were the Company’s confidential information and not transmitted to others unless permitted by the license.

Electronic Communication Directories will be considered restricted information and, as such, must not be made available to Public Electronic Communication Services, or third parties, without the express written authorization of the President of Utilities, Inc.

Any directories proved by external organizations for the purpose of company-approved electronic communication exchange must not be made available to other organizations or to Public Electronic Communication Services.

External Access Arrangements

For the purpose of conducting Company business, employees may have access to Public Electronic Communication Services.

Abusive use of Electronic Communication Services will result in the privilege for using such Electronic Communication Services being withdrawn and, depending on the severity of the situation, will result in appropriate disciplinary action, which may include immediate dismissal.

Use Of Computer Software

Utilities, Inc. and its wholly-owned subsidiaries purchases or licenses the use of computer software from a variety of outside companies. Utilities, Inc. may not own the copyright to this software or its related documentation and, unless authorized by the software developer, may not have the right to reproduce it for more than one user.

With regard to use on local area networks or on multiple machines:

- Utilities, Inc. employees shall use the software only in accordance with the license agreement stated with the software package.
- Utilities, Inc. employees learning of any misuse of software or related documentation within the Company shall immediately notify the Northbrook MIS Manager.
- Illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied as well as criminal penalties, including fines and imprisonment.
- Utilities, Inc. does not condone the illegal duplication of software. Utilities, Inc. employees who make, acquire, or use unauthorized copies of computer software at their home or on their business computer owned by Utilities, Inc. shall be disciplined appropriately.

Violation of Policies

You are expected to abide by the policies in this manual. Failure to do so will lead to appropriate disciplinary action, which may include immediate dismissal or suspension without pay. A written record of all policy violations is maintained in each individual's personnel file.

A partial list of causes for possible disciplinary action (Unacceptable Activities) is presented under the "Standards Of Conduct" section of this manual. However, this list is not to be considered all-inclusive.

WSC of Kentucky
Docket 2010-00476
Comparison of per books 2008 ,2009 and the test period benefits expense

<u>Account</u>	<u>Account Description</u>	<u>12/31/2008</u>	<u>12/31/2009</u>	<u>Increase/Decrease</u>	<u>%</u>
5625	401K PROFIT SHARING	21,183.87	19,960.77	(1,223.10)	-6%
5630	HEALTH & DENTAL PREMIUMS	910.77	11,104.29	10,193.52	1119%
5635	DENTAL INS REIMBURSEMENTS	7,318.67	430.66	(6,888.01)	-94%
5645	EMPLOYEE INS DEDUCTIONS	(27,772.72)	(26,945.78)	826.94	-3%
5650	HEALTH COSTS & OTHER	1,292.74	1,042.67	(250.07)	-19%
5655	HEALTH INS REIMBURSEMENTS	104,657.09	103,943.57	(713.52)	-1%
5660	OTHER EMP BENEFITS	13,492.50	1,196.57	(12,295.93)	-91%
5665	PENSION / 401K MATCH	16,694.82	15,452.59	(1,242.23)	-7%
5670	TERM LIFE INS	4,067.99	4,961.38	893.39	22%
5675	TERM LIFE INS-OPT	(81.92)	(649.94)	(568.02)	693%
5680	DEPEND LIFE INS-OPT	(116.15)	(107.81)	8.34	-7%
5690	TUITION	842.92	626.51	(216.41)	-26%
	Total	142,490.58	131,015.48	(11,475.10)	-8%

<u>Account</u>	<u>Account Description</u>	<u>12/31/2008</u>	<u>Test period</u>	<u>Increase/Decrease</u>	<u>%</u>
5625	401K PROFIT SHARING	19,960.77	21,245.57	1,284.80	6%
5630	HEALTH & DENTAL PREMIUMS	11,104.29	14,616.54	3,512.25	32%
5635	DENTAL INS REIMBURSEMENTS	430.66	(5.46)	(436.12)	-101%
5645	EMPLOYEE INS DEDUCTIONS	(26,945.78)	(31,269.26)	(4,323.48)	16%
5650	HEALTH COSTS & OTHER	1,042.67	866.62	(176.05)	-17%
5655	HEALTH INS REIMBURSEMENTS	103,943.57	102,808.70	(1,134.87)	-1%
5660	OTHER EMP BENEFITS	1,196.57	1,444.36	247.79	21%
5665	PENSION / 401K MATCH	15,452.59	8,276.90	(7,175.69)	-46%
5670	TERM LIFE INS	4,961.38	4,842.52	(118.86)	-2%
5675	TERM LIFE INS-OPT	(649.94)	(680.95)	(31.01)	5%
5680	DEPEND LIFE INS-OPT	(107.81)	(89.95)	17.86	-17%
5690	TUITION	626.51	1,288.55	662.04	106%
	Total	131,015.48	123,344.14	(7,671.34)	-6%

19. List separately the budgeted and actual numbers of full-time and part-time employees by employee group, by month and by year, for 2007 through 2010.

Response: Witness –Brian Shrake:

The company does not have a budgeted number of employees. Please see the following numbers of actual employees by employee group by year, as this information by month does not exist.

	<u>Operators</u>	<u>Office/Administrative</u>	<u>Corporate HQ</u>
2007	13	3	70
2008	15	8	67
2009	15	5	64
2010	15	1**	90**

**Increase/Decrease due to Customer service reorganization.

20. Provide complete details of Water Service's Other Post-retirement Employee Benefits package(s).

Response: Witness –Brian Shrake: Please see the Response to DR 1-18

21. Provide all current labor contracts and the most recent contracts previously in effect.

Response: Witness –Brian Shrake: The company has no labor contracts in WSC of Kentucky

22. Provide a complete copy of each group medical insurance policy that Water Service currently maintains.

Response: Witness –Brian Shrake. Please see the attached PDF “DR 1-22 2009 P17022 Plan Document” and the word document “DR 1-22 2010 Plan Document Rider”.

Utilities, Inc.

Your Health Care Benefit Program
Medical and Prescription Drug Benefits
Plan 1
P17022

Effective Date: January 1, 2009

A message from

Utilities, Inc.

This booklet describes the Health Care Plan which we provide to protect you from the financial burden of catastrophic illness or injury.

To assure the professional handling of your health care claims, we have engaged Blue Cross and Blue Shield of Illinois as Claim Administrator.

Please read the information in this benefit booklet carefully so you will have a full understanding of your health care benefits. If you want more information or have any questions about your health care benefits, please contact the Employee Benefits Department.

Sincerely,

Utilities, Inc.
2335 Sanders Road
Northbrook, Illinois 60062
(847) 498-6440

NOTICE

Please note that Blue Cross and Blue Shield of Illinois has contracts with many health care Providers that provide for the Claim Administrator to receive, and keep for its own account, payments, discounts and/or allowances with respect to the bill for services you receive from those Providers.

Please refer to the provision entitled “Claim Administrator’s Separate Financial Arrangements with Providers” in the GENERAL PROVISIONS section of this booklet for a further explanation of these arrangements.

Blue Cross and Blue Shield of Illinois provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-PARTICIPATING PROVIDERS ARE USED

You should be aware that when you elect to utilize the services of a Non-Participating Provider for a Covered Service in non-emergency situations, benefit payments to such Non-Participating Provider are not based upon the amount billed. The basis of your benefit payment will be determined according to your policy’s fee schedule, usual and customary charge (which is determined by comparing charges for similar services adjusted to the geographical area where the services are performed), or other method as defined by the plan. **YOU CAN EXPECT TO PAY MORE THAN THE COINSURANCE AMOUNT DEFINED UNDER THIS COVERAGE AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.** Non-Participating Providers may bill members for any amount up to the billed charge after the plan has paid its portion of the bill. Participating Providers have agreed to accept discounted payments for services with no additional billing to the member other than Coinsurance and deductible amounts. You may obtain further information about the participating status of professional providers and information on out-of-pocket expenses by calling the toll free telephone number on your identification card.

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BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire benefit booklet.

<p>THE UTILIZATION REVIEW PROGRAM</p>	<p>A special program designed to assist you in determining the course of treatment that will maximize your benefits under this benefit booklet</p>
<p>Lifetime Maximum for all Benefits</p>	
	\$3,000,000
<p>Individual Deductible</p>	
— Participating Provider	\$300 per benefit period
— Non-Participating and Non-Administrator Provider	\$600 per benefit period
<p>Family Deductible</p>	
— Participating Provider	\$900 per benefit period
— Non-Participating and Non-Administrator Provider	\$1,800 per benefit period
<p>Individual Out-of-Pocket Expense Limit (does not apply to all services)</p>	
— Participating Provider	\$1,500 per benefit period
— Non-Participating Provider	\$3,000 per benefit period
— Non-Administrator Provider	No limit
<p>Family Out-of-Pocket Expense Limit</p>	
— Participating Provider	\$4,500 per benefit period
— Non-Participating Provider	\$9,000 per benefit period
— Non-Administrator Provider	No limit
<p>Private Duty Nursing Service Benefit Maximum</p>	
	\$3,000 per month
<p>Well Child Care (under age 18) Benefit Maximum</p>	
	\$1,000 per benefit period
<p>Wellness Care (age 18 & over) Benefit Maximum</p>	
	\$300 per benefit period
<p>Chiropractic and Osteopathic Manipulation Benefit Maximum</p>	
	30 visits per benefit period
<p>Physical Therapy Services Benefit Maximum</p>	
	\$10,000 per benefit period
<p>Occupational Therapy Benefit Maximum</p>	
	\$10,000 per benefit period

Speech Therapy Benefit Maximum	\$10,000 per benefit period
Temporomandibular Joint Dysfunction and Related Disorders Lifetime Maximum	\$2,500
Inpatient and Outpatient Substance Abuse Rehabilitation Treatment Benefit Period Maximum	\$10,000
Lifetime Maximum Inpatient and Outpatient Substance Abuse Rehabilitation Treatment	\$25,000

HOSPITAL BENEFITS

Payment level for Covered Services from a **Participating Provider:**

— Inpatient Covered Services	80% of the Eligible Charge, after the deductible
— Outpatient Covered Services	80% of the Eligible Charge, after the deductible
— Outpatient Diagnostic Services	100% of the Eligible Charge, no deductible
— Wellness Care	100% of the Eligible Charge, no deductible
— Outpatient Treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment	80% of the Eligible Charge, after the deductible

Payment level for Covered Services from a **Non-Participating Provider:**

— Inpatient Deductible	\$300 per admission
— Inpatient Covered Services	60% of the Eligible Charge, after the deductible
— Outpatient Covered Services	60% of the Eligible Charge, after the deductible
— Outpatient Diagnostic Services	60% of the Eligible Charge, after the deductible
— Wellness Care	60% of the Eligible Charge, after the deductible

<ul style="list-style-type: none"> — Outpatient Treatment of Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment 	60% of the Eligible Charge, after the deductible
<p>Payment level for Covered Services from a Non-Administrator Provider</p>	50% of the Eligible Charge, after the deductible
<p>Hospital Emergency Care</p> <ul style="list-style-type: none"> — Payment level for Emergency Accident Care from either a Participating, Non-Participating or Non-Administrator Provider — Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Administrator Provider 	80% of the Eligible Charge, after the deductible
<p>Emergency Room</p>	\$50 Copayment
PHYSICIAN BENEFITS	
<p>Payment level for Surgical/ Medical Covered Services</p> <ul style="list-style-type: none"> — Participating Provider — Non-Participating Provider 	80% of the Maximum Allowance, after the deductible
<p>Payment level for Physician Office Visits</p> <ul style="list-style-type: none"> — Participating Provider Specialist 	\$25 per visit, then 100% of the Maximum Allowance, no deductible
<p>Payment level for Covered Services received in a Professional Provider's Office</p> <ul style="list-style-type: none"> — Participating Provider 	\$15 per visit, then 100% of the Maximum Allowance, no deductible

Payment level for
Well Child Care

- Participating Provider \$15 per visit, then 100% of the Maximum Allowance, no deductible
- Non-Participating Provider 60% of the Maximum Allowance, after the deductible

Payment level for Outpatient
Diagnostic Service

- Participating Provider 100% of the Maximum Allowance, no deductible
- Non-Participating Provider 60% of the Maximum Allowance, after the deductible

Payment level for Emergency
Accident Care

80% of the Maximum Allowance, after the deductible

Payment level for Emergency
Medical Care

80% of the Maximum Allowance, after the deductible

Payment level for
Wellness Care

- **Participating Provider** 100% of the Maximum Allowance, no deductible
 - Office visits \$15 per visit, then 100% of the Maximum Allowance, no deductible
- **Non-Participating Provider** 60% of the Maximum Allowance, after the deductible

Payment level for Outpatient
Treatment of Mental Illness and
Outpatient Substance Abuse
Rehabilitation Treatment

- **Participating Provider** 80% of the Maximum Allowance, after the deductible
- **Non-Participating Provider** 60% of the Maximum Allowance, after the deductible

Additional Surgical Opinion

100% of the Claim Charge, no deductible

OTHER COVERED SERVICES

Payment level

80% of the Eligible Charge or Maximum Allowance

PRESCRIPTION DRUG
PROGRAM BENEFITS

Copayment

- generic drugs \$7 per prescription
- Formulary brand name drugs
and diabetic supplies \$25 per prescription
- non-Formulary
brand name drugs \$40 per prescription

Home Delivery Prescription
Drug Program

Copayment

- generic drugs \$14 per prescription
- Formulary brand name drugs
and diabetic supplies \$50 per prescription
- non-Formulary
brand name drugs \$80 per prescription

TO IDENTIFY NON-ADMINISTRATOR AND ADMINISTRATOR HOSPITALS OR FACILITIES, YOU SHOULD CONTACT THE CLAIM ADMINISTRATOR BY CALLING THE CUSTOMER SERVICE TOLL-FREE TELEPHONE NUMBER ON YOUR IDENTIFICATION CARD.

DEFINITIONS SECTION

Throughout this benefit booklet, many words are used which have a specific meaning when applied to your health care coverage. These terms will always begin with a capital letter. When you come across these terms while reading this benefit booklet, please refer to these definitions because they will help you understand some of the limitations or special conditions that may apply to your benefits. If a term within a definition begins with a capital letter, that means that the term is also defined in these definitions. All definitions have been arranged in ALPHABETICAL ORDER.

ADMINISTRATOR HOSPITAL.....SEE DEFINITION OF HOSPITAL.

ADMINISTRATOR PROGRAM.....means programs for which a Hospital has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide service to you at the time services are rendered to you. These programs are limited to a Partial Hospitalization Treatment Program or Coordinated Home Care Program.

ADMINISTRATOR PROVIDER.....SEE DEFINITION OF PROVIDER.

ADVANCED PRACTICE NURSE.....means Certified Clinical Nurse Specialist, Certified Nurse-Midwife, Certified Nurse Practitioner or Certified Registered Nurse Anesthetist.

AMBULANCE TRANSPORTATION.....means local transportation in a specially equipped certified vehicle from your home, scene of accident or medical emergency to a Hospital, between Hospital and Hospital, between Hospital and Skilled Nursing Facility or from a Skilled Nursing Facility or Hospital to your home. If there are no facilities in the local area equipped to provide the care needed, Ambulance Transportation then means the transportation to the closest facility that can provide the necessary service.

AMBULATORY SURGICAL FACILITY.....means a facility (other than a Hospital) whose primary function is the provision of surgical procedures on an ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services.

An “Administrator Ambulatory Surgical Facility” means an Ambulatory Surgical Facility which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered to you.

A “Non-Administrator Ambulatory Surgical Facility” means an Ambulatory Surgical Facility which does not meet the definition of an Administrator Ambulatory Surgical Facility.

ANESTHESIA SERVICES.....means the administration of anesthesia and the performance of related procedures by a Physician or a Certified Registered Nurse Anesthetist which may be legally rendered by them respectively.

AVERAGE DISCOUNT PERCENTAGE (“ADP”).....means a percentage discount determined by the Claim Administrator that will be applied to a Provider’s Eligible Charge for Covered Services rendered to you by Hospitals and certain other health care facilities for purposes of calculating Coinsurance amounts, deductibles, out-of-pocket maximums and/or any benefit maximums. The ADP will often vary from Claim-to-Claim. The ADP applicable to a particular Claim for Covered Services is the ADP, current on the date the Covered Service is rendered, that is determined by the Claim Administrator to be relevant to the particular Claim. The ADP reflects the Claim Administrator’s reasonable estimate of average payments, discounts and/or other allowances that will result from its contracts with Hospitals and other facilities under circumstances similar to those involved in the particular Claim, reduced by an amount not to exceed 15% of such estimate, to reflect related costs. (See provisions of this benefit booklet regarding “Claim Administrator’s Separate Financial Arrangements with Providers.”) In determining the ADP applicable to a particular Claim, the Claim Administrator will take into account differences among Hospitals and other facilities, the Claim Administrator’s contracts with Hospitals and other facilities, the nature of the Covered Services involved and other relevant factors. The ADP shall not apply to Eligible Charges when your benefits under the Health Care Plan are secondary to Medicare and/or coverage under any other group program.

CERTIFICATE OF CREDITABLE COVERAGE.....means a certificate disclosing information relating to your Creditable Coverage under a health care benefit program for purposes of reducing any Preexisting Condition exclusion imposed by any group health plan coverage.

CERTIFIED CLINICAL NURSE SPECIALIST.....means a nurse specialist who (a) is licensed under the Nursing and Advanced Practice Nursing Act; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

- (i) is a graduate of an approved school of nursing and holds a current license as a registered nurse; and
- (ii) is a graduate of an advanced practice nursing program.

A “Participating Certified Clinical Nurse Specialist” means a Certified Clinical Nurse Specialist who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Certified Clinical Nurse Specialist” means a Certified Clinical Nurse Specialist who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CERTIFIED NURSE-MIDWIFE.....means a nurse-midwife who (a) practices according to the standards of the American College of Nurse-Midwives; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

- (i) is a graduate of an approved school of nursing and holds a current license as a registered nurse; and
- (ii) is a graduate of a program of nurse-midwives accredited by the American College of Nurse Midwives or its predecessor.

A “Participating Certified Nurse-Midwife” means a Certified Nurse-Midwife who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Certified Nurse-Midwife” means a Certified Nurse-Midwife who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CERTIFIED NURSE PRACTITIONER.....means a nurse practitioner who (a) is licensed under the Nursing and Advanced Practice Nursing Act; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

- (i) is a graduate of an approved school of nursing and holds a current license as a registered nurse; and
- (ii) is a graduate of an advanced practice nursing program.

A “Participating Certified Nurse Practitioner” means a Certified Nurse Practitioner who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Certified Nurse Practitioner” means a Certified Nurse Practitioner who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CERTIFIED REGISTERED NURSE ANESTHETIST or CRNA.....means a nurse anesthetist who: (a) is a graduate of an approved school of nursing and is duly licensed as a registered nurse; (b) is a graduate of an approved program of nurse anesthesia accredited by the Council of Accreditation of Nurse Anesthesia Education Programs/Schools or its predecessors; (c) has been certified by the Council of Certification of Nurse Anesthetists or its predecessors; and (d) is recertified every two years by the Council on Recertification of Nurse Anesthetists.

A “Participating Certified Registered Nurse Anesthetist” means a Certified Registered Nurse Anesthetist who has a written agreement with the Claim

Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Certified Registered Nurse Anesthetist” means a Certified Registered Nurse Anesthetist who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CHEMOTHERAPY.....means the treatment of malignant conditions by pharmaceutical and/or biological anti-neoplastic drugs.

CHIROPRACTOR.....means a duly licensed chiropractor.

CLAIM.....means notification in a form acceptable to the Claim Administrator that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the Claim Charge, and any other information which the Claim Administrator may request in connection with services rendered to you.

CLAIM ADMINISTRATOR.....means Blue Cross and Blue Shield of Illinois.

CLAIM CHARGE.....means the amount which appears on a Claim as the Provider’s charge for service rendered to you, without adjustment or reduction and regardless of any separate financial arrangement between the Claim Administrator and a particular Provider. (See provisions of this benefit booklet regarding “The Claim Administrator’s Separate Financial Arrangements with Providers.”)

CLAIM PAYMENT.....means the benefit payment calculated by the Claim Administrator, after submission of a Claim, in accordance with the benefits described in this benefit booklet. All Claim Payments will be calculated on the basis of the Eligible Charge for Covered Services rendered to you, regardless of any separate financial arrangement between the Claim Administrator and a particular Provider. (See provisions of this benefit booklet regarding “The Claim Administrator’s Separate Financial Arrangements with Providers.”)

CLINICAL LABORATORY.....means a clinical laboratory which complies with the licensing and certification requirements under the Clinical Laboratory Improvement Amendments of 1988, the Medicare and Medicaid programs and any applicable state and local statutes and regulations.

A “Participating Clinical Laboratory” means a Clinical Laboratory which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Clinical Laboratory” means a Clinical Laboratory which does not have a written agreement with the Claim Administrator or

another Blue Cross and/or Blue Shield Plan provide services to you at the time services are rendered.

CLINICAL PROFESSIONAL COUNSELOR.....means a duly licensed clinical professional counselor.

A “Participating Clinical Professional Counselor” means a Clinical Professional Counselor who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Clinical Professional Counselor” means a Clinical Professional Counselor who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CLINICAL SOCIAL WORKER.....means a duly licensed clinical social worker.

A “Participating Clinical Social Worker” means a Clinical Social Worker who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Clinical Social Worker” means a Clinical Social Worker who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

COBRA.....means those sections of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272), as amended, which regulate the conditions and manner under which an employer can offer continuation of group health insurance to Eligible Persons whose coverage would otherwise terminate under the terms of this program.

COINSURANCE.....means a percentage of an eligible expense that you are required to pay towards a Covered Service.

COMPLICATIONS OF PREGNANCY.....means all physical effects suffered as a result of pregnancy which would not be considered the effect of normal pregnancy.

COORDINATED HOME CARE PROGRAM.....means an organized skilled patient care program in which care is provided in the home. Care may be provided by a Hospital’s licensed home health department or by other licensed home health agencies. You must be homebound (that is, unable to leave home without assistance and requiring supportive devices or special transportation) and you must require Skilled Nursing Service on an intermittent basis under the direction of your Physician. This program includes Skilled Nursing Service by a registered professional nurse, the services of physical, occupational and speech therapists, Hospital laboratories, and necessary medical supplies. The

program does not include and is not intended to provide benefits for Private Duty Service. It also does not cover services for activities of daily living (personal hygiene, cleaning, cooking, etc.).

An “Administrator Coordinated Home Care Program” means a Coordinated Home Care Program which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide service to you at the time service is rendered to you.

A “Non-Administrator Coordinated Home Care Program” means a Coordinated Home Care Program which does not have an agreement with the Claim Administrator or a Blue Cross Plan but has been certified as a home health agency in accordance with the guidelines established by Medicare.

COPAYMENT.....means a specified dollar amount that you are required to pay towards a Covered Service.

COURSE OF TREATMENT.....means any number of dental procedures or treatments performed by a Dentist or Physician in a planned series resulting from a dental examination in which the need for such procedures or treatments was determined.

COVERAGE DATE.....means the date on which your coverage under the Health Care Plan begins.

COVERED SERVICE.....means a service and supply specified in this benefit booklet for which benefits will be provided.

CREDITABLE COVERAGEmeans coverage you had under any of the following:

- (i) a group health plan.
- (ii) Health insurance coverage for medical care under any hospital or medical service policy plan, hospital or medical service plan contract, or HMO contract offered by a health insurance issuer.
- (iii) Medicare (Parts A or B of Title XVIII of the Social Security Act).
- (iv) Medicaid (Title XIX of the Social Security Act).
- (v) Medical care for members and certain former members of the uniformed services and their dependents.
- (vi) A medical care program of the Indian Health Service or of a tribal organization.
- (vii) A State health benefits risk pool.
- (viii) A health plan offered under the Federal Employees Health Benefits Program.
- (ix) A public health plan established or maintained by a State or any political subdivision of a State, the U.S. government, or a foreign country.

- (x) A health plan under Section 5(e) of the Peace Corps Act.
- (xi) State Children's Health Insurance Program (Title XXI of the Social Security Act).

CUSTODIAL CARE SERVICE.....means any service primarily for personal comfort or convenience that provides general maintenance, preventive, and/or protective care without any clinical likelihood of improvement of your condition. Custodial Care Services also means those services which do not require the technical skills, professional training and clinical assessment ability of medical and/or nursing personnel in order to be safely and effectively performed. These services can be safely provided by trained or capable non-professional personnel, are to assist with routine medical needs (e.g. simple care and dressings, administration of routine medications, etc.) and are to assist with activities of daily living (e.g. bathing, eating, dressing, etc.). Custodial Care Service also means providing care on a continuous Inpatient or Outpatient basis without any clinical improvement by you.

DENTIST.....means a duly licensed dentist.

DIAGNOSTIC SERVICE.....means tests rendered for the diagnosis of your symptoms and which are directed toward evaluation or progress of a condition, disease or injury. Such tests include, but are not limited to, x-rays, pathology services, clinical laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests and electromyograms.

DIALYSIS FACILITY.....means a facility (other than a Hospital) whose primary function is the treatment and/or provision of maintenance and/or training dialysis on an ambulatory basis for renal dialysis patients and which is duly licensed by the appropriate governmental authority to provide such services.

An "Administrator Dialysis Facility" means a Dialysis Facility which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered to you.

A "Non-Administrator Dialysis Facility" means a Dialysis Facility which does not have an agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan but has been certified in accordance with the guidelines established by Medicare.

DURABLE MEDICAL EQUIPMENT PROVIDER.....means a duly licensed durable medical equipment provider.

A "Participating Durable Medical Equipment Provider" means a Durable Medical Equipment Provider who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Durable Medical Equipment Provider" means a Durable Medical Equipment Provider who does not have a written agreement with

the Claim Administrator or or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

ELIGIBLE CHARGE.....means (a) in the case of a Provider other than a Professional Provider which has a written agreement with the Claim Administrator to provide care to you at the time Covered Services are rendered, such Provider's Claim Charge for Covered Services and (b) in the case of a Provider other than a Professional Provider which does not have a written agreement with the Claim Administrator to provide care to you at the time Covered Services are rendered, the amount for Covered Services as determined by the Claim Administrator based on the following order:

- (i) the charge which is within the range of charges other similar Hospitals or facilities in similar geographic areas charge their patients for the same or similar services, as reasonably determined by the Claim Administrator, if available,
- (ii) the amount that the Centers for Medicare & Medicaid Services ("CMS") reimburses the Hospitals or facilities in similar geographic areas for the same or similar services rendered to members in the Medicare program, or
- (iii) the charge which the particular Hospital or facility usually charges its patients for Covered Services.

ELIGIBLE PERSON.....means an employee of the Employer who meets the eligibility requirements for this health and/or dental coverage, as described in the **ELIGIBILITY SECTION** of this benefit booklet.

EMERGENCY ACCIDENT CARE.....means the initial Outpatient treatment of accidental injuries including related Diagnostic Services.

EMERGENCY MEDICAL CARE.....means services provided for the initial Outpatient treatment, including related Diagnostic Services, of the sudden and unexpected onset of a medical condition that the absence of immediate medical attention would likely result in serious and permanent medical consequences.

Examples of medical conditions are: severe chest pains, convulsions or persistent severe abdominal pains.

EMERGENCY MENTAL ILLNESS ADMISSION....means an admission for the treatment of Mental Illness as a result of the sudden and unexpected onset of a mental condition that the absence of immediate medical treatment would likely result in serious and permanent medical consequences to oneself or others.

Examples of Mental Illness are: major depression with significant suicidal intent, psychosis with associated homicidal intent or a manic episode resulting in inability to care for oneself.

EMPLOYER.....means the company with which you are employed.

ENROLLMENT DATE.....means the first day of coverage under your Employer's health plan or, if your Employer has a waiting period prior to the effective date of your coverage, the first day of the waiting period (typically, the date employment begins).

FAMILY COVERAGE.....means coverage for you and your eligible dependents under the Health Care Plan.

HOME INFUSION THERAPY PROVIDER.....means a duly licensed home infusion therapy provider.

A "Participating Home Infusion Therapy Provider" means a Home Infusion Therapy Provider who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Home Infusion Therapy Provider" means a Home Infusion Therapy Provider who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

HOSPICE CARE PROGRAM PROVIDER.....means an organization duly licensed to provide Hospice Care Program Service.

HOSPICE CARE PROGRAM SERVICE.....means a centrally administered program designed to provide for the physical, psychological and spiritual care for dying persons and their families. The goal of hospice care is to allow the dying process to proceed with a minimum of patient discomfort while maintaining dignity and a quality of life. Hospice Care Program Service is available in the home, Skilled Nursing Facility or special hospice care unit.

HOSPITAL.....means a duly licensed institution for the care of the sick which provides service under the care of a Physician including the regular provision of bedside nursing by registered nurses. It does not mean health resorts, rest homes, nursing homes, skilled nursing facilities, convalescent homes, custodial homes of the aged or similar institutions.

An "Administrator Hospital" means a Hospital which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered to you.

A "Non-Administrator Hospital" means a Hospital that does not meet the definition of an Administrator Hospital.

A "Participating Hospital" means an Administrator Hospital that has an agreement with the Claim Administrator or or another Blue Cross and/or Blue Shield Plan to provide Hospital services to participants in the Participating Provider Option program.

A "Non-Participating Hospital" means an Administrator Hospital that does not meet the definition of a Participating Hospital.

INDIVIDUAL COVERAGE.....means coverage under the Health Care Plan for yourself but not your spouse and/or dependents.

INPATIENT.....means that you are a registered bed patient and are treated as such in a health care facility.

INVESTIGATIONAL or INVESTIGATIONAL SERVICES AND SUPPLIES.....means procedures, drugs, devices, services and/or supplies which (1) are provided or performed in special settings for research purposes or under a controlled environment and which are being studied for safety, efficiency and effectiveness, and/or (2) are awaiting endorsement by the appropriate National Medical Specialty College or federal government agency for general use by the medical community at the time they are rendered to you, and (3) specifically with regard to drugs, combination of drugs and/or devices, are not finally approved by the Food and Drug Administration at the time used or administered to you.

LONG TERM CARE SERVICES.....means those social services, personal care services and/or Custodial Care Services needed by you when you have lost some capacity for self-care because of a chronic illness, injury or condition.

MAINTENANCE CARE.....means those services administered to you to maintain a level of function at which no demonstrable and/or measurable improvement of condition will occur.

MAINTENANCE OCCUPATIONAL THERAPY, MAINTENANCE PHYSICAL THERAPY, and/or MAINTENANCE SPEECH THERAPY.....means therapy administered to you to maintain a level of function at which no demonstrable and measurable improvement of a condition will occur.

MARRIAGE AND FAMILY THERAPIST (“LMFT”).....means a duly licensed marriage and family therapist.

A “Participating Marriage and Family Therapist” means a Marriage and Family Therapist who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Marriage and Family Therapist” means a Marriage and Family Therapist who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

MATERNITY SERVICE.....means the services rendered for normal pregnancy. A normal pregnancy means an intrauterine pregnancy which, through vaginal delivery, results in an infant, who is not premature or preterm. Premature or preterm means an infant born with a low birth weight, 5.5 pounds or less, or an infant born at 37 weeks or less.

MAXIMUM ALLOWANCE.....means the amount determined by the Claim Administrator which Participating Professional Providers have agreed to accept as payment in full for a particular Covered Service. All benefit payments for Covered Services rendered by Professional Providers, whether Participating or Non-Participating will be based on the Schedule of Maximum Allowances. These amounts may be amended from time to time by the Claim Administrator.

MEDICAL CARE.....means the ordinary and usual professional services rendered by a Physician or other specified Provider during a professional visit for treatment of an illness or injury.

MEDICALLY NECESSARY.....SEE EXCLUSIONS SECTION OF THIS BENEFIT BOOKLET.

MEDICARE.....means the program established by Title XVIII of the Social Security Act (42 U.S.C. §395 et seq.).

MEDICARE APPROVED or MEDICARE PARTICIPATING.....means a Provider which has been certified or approved by the Department of Health and Human Services for participating in the Medicare program.

MEDICARE SECONDARY PAYER or MSP.....means those provisions of the Social Security Act set forth in 42 U.S.C. §395 y (b), and the implemented regulations set forth in 42 C.F.R. Part 411, as amended, which regulate the manner in which certain employers may offer group health care coverage to Medicare-eligible employees, their spouses and, in some cases, dependent children.

MENTAL HEALTH UNIT.....means a unit established to perform preadmission review and length of stay review for Inpatient and/or Outpatient services for the treatment of Mental Illness and Substance Abuse.

MENTAL ILLNESS.....means those illnesses classified as disorders in the current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association.

NAPRAPATH.....means a duly licensed naprapath.

NAPRAPATHIC SERVICES.....means the performance of naprapathic practice by a Naprapath which may legally be rendered by them.

NON-ADMINISTRATOR HOSPITAL.....SEE DEFINITION OF HOSPITAL.

NON-ADMINISTRATOR PROVIDER.....SEE DEFINITION OF PROVIDER.

NON-PARTICIPATING HOSPITAL.....SEE DEFINITION OF HOSPITAL.

NON-PARTICIPATING PROFESSIONAL PROVIDER.....SEE DEFINITION OF PROVIDER.

NON-PARTICIPATING PROVIDER.....SEE DEFINITION OF PROVIDER.

OCCUPATIONAL THERAPIST.....means a duly licensed occupational therapist.

OCCUPATIONAL THERAPY.....means constructive therapeutic activity designed and adapted to promote the restoration of useful physical function. Occupational Therapy does not include educational training or services designed and adapted to develop a physical function.

OPTOMETRIST.....means a duly licensed optometrist.

A “Participating Optometrist” means an Optometrist who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Optometrist” means an Optometrist who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

ORTHOTIC PROVIDER.....means a duly licensed orthotic provider.

A “Participating Orthotic Provider” means an Orthotic Provider who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Orthotic Provider” means an Orthotic Provider who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

OUTPATIENT.....means that you are receiving treatment while not an Inpatient. Services considered Outpatient, include, but are not limited to, services in an emergency room regardless of whether you are subsequently registered as an Inpatient in a health care facility.

PARTIAL HOSPITALIZATION TREATMENT PROGRAM.....means a Claim Administrator approved planned program of a Hospital or Substance Abuse Treatment Facility for the treatment of Mental Illness or Substance Abuse Rehabilitation Treatment in which patients spend days or nights.

PARTICIPATING HOSPITAL.....SEE DEFINITION OF HOSPITAL.

PARTICIPATING PRESCRIPTION DRUG PROVIDER.....SEE DEFINITION OF PROVIDER.

PARTICIPATING PROFESSIONAL PROVIDER.....SEE DEFINITION OF PROVIDER.

PARTICIPATING PROVIDER.....SEE DEFINITION OF PROVIDER.

PARTICIPATING PROVIDER OPTION.....means a program of health care benefits designed to provide you with economic incentives for using designated Providers of health care services.

PHARMACY.....means any licensed establishment in which the profession of pharmacy is practiced.

PHYSICAL THERAPIST.....means a duly licensed physical therapist.

PHYSICAL THERAPY.....means the treatment of a disease, injury or condition by physical means by a Physician or a registered professional physical therapist under the supervision of a Physician and which is designed and adapted to promote the restoration of a useful physical function. Physical Therapy does not include educational training or services designed and adapted to develop a physical function.

PHYSICIAN.....means a physician duly licensed to practice medicine in all of its branches.

PHYSICIAN ASSISTANT.....means a duly licensed physician assistant performing under the direct supervision of a Physician, Dentist or Podiatrist and billing under such Provider.

PODIATRIST.....means a duly licensed podiatrist.

PREEXISTING CONDITION.....means any disease, illness, sickness, malady or condition which medical advice, diagnosis, care or treatment was received or recommended by a Provider within 6 months prior to your Enrollment Date. Taking prescription drugs is considered medical treatment even if your condition was diagnosed more than 6 months before your Enrollment Date. For purposes of this definition, pregnancy or conditions based solely on genetic information are not preexisting conditions.

PRIVATE DUTY NURSING SERVICE.....means Skilled Nursing Service provided on a one-to-one basis by an actively practicing registered nurse (R.N.), or licensed practical nurse (L.P.N.). Private Duty Nursing is shift nursing of 8 hours or greater per day and does not include nursing care of less than 8 hours per day. Private Duty Nursing Service does not include Custodial Care Service.

PROFESSIONAL PROVIDER.....SEE DEFINITION OF PROVIDER.

PROSTHETIC PROVIDER.....means a duly licensed prosthetic provider.

A “Participating Prosthetic Provider” means a Prosthetic Provider who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Prosthetic Provider” means a Prosthetic Provider who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

PROVIDER.....means any health care facility (for example, a Hospital or Skilled Nursing Facility) or person (for example, a Physician or Dentist) or entity duly licensed to render Covered Services to you.

An “Administrator Provider” means a Provider which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered to you.

A “Non-Administrator Provider” means a Provider that does not meet the definition of Administrator Provider unless otherwise specified in the definition of a particular Provider.

A “Participating Provider” means an Administrator Hospital or Professional Provider which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to participants in the Participating Provider Option program or an Administrator facility which has been designated by the Claim Administrator as a Participating Provider.

A “Non-Participating Provider” means an Administrator Hospital or Professional Provider which does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to participants in the Participating Provider Option program or a facility which has not been designated by the Claim Administrator as a Participating Provider.

A “Professional Provider” means a Physician, Dentist, Podiatrist, Psychologist, Chiropractor, Optometrist, Clinical Social Worker or any Provider designated by the Claim Administrator or another Blue Cross and/or Blue Shield Plan.

A “Participating Prescription Drug Provider” means a Pharmacy that has a written agreement with the Claim Administrator or the entity chosen by the Claim Administrator to administer its prescription drug program to provide services to you at the time you receive the services.

PSYCHOLOGIST.....means a Registered Clinical Psychologist.

Registered Clinical Psychologist means a Clinical Psychologist who is registered with the Illinois Department of Financial and Professional Regulation pursuant to the Illinois “Psychologists Registration Act” or, in a state where statutory licensure exists, the Clinical Psychologist must hold a valid creden-

tial for such practice or, if practicing in a state where statutory licensure does not exist, such person must meet the qualifications specified in the definition of a Clinical Psychologist.

Clinical Psychologist means a psychologist who specializes in the evaluation and treatment of Mental Illness and who meets the following qualifications:

has a doctoral degree from a regionally accredited University, College or Professional School; and has two years of supervised experience in health services of which at least one year is post-doctoral and one year is in an organized health services program; or

is a Registered Clinical Psychologist with a graduate degree from a regionally accredited University or College; and has not less than six years as a psychologist with at least two years of supervised experience in health services.

REGISTERED SURGICAL ASSISTANT.....means a duly licensed certified surgical assistant, certified surgical technician, surgical assistant certified or registered nurse first assistant.

A “Participating Registered Surgical Assistant” means a Registered Surgical Assistant who has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Registered Surgical Assistant” means a Registered Surgical Assistant who does not have a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

RENAL DIALYSIS TREATMENT.....means one unit of service including the equipment, supplies and administrative service which are customarily considered as necessary to perform the dialysis process.

RESPIRE CARE SERVICE.....means those services provided at home or in a facility to temporarily relieve the family or other caregivers (non-professional personnel) that usually provide or are able to provide such services to you.

RETAIL HEALTH CLINIC.....means a health care clinic located in a retail setting, supermarket or Pharmacy which provides treatment of common illnesses and routine preventive health care services rendered by Certified Nurse Practitioners.

A “Participating Retail Health Clinic” means a Retail Health Clinic which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Retail Health Clinic” means a Retail Health Clinic which does not have a written agreement with the Claim Administrator or

another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

SKILLED NURSING FACILITY.....means an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled services and rehabilitative Inpatient care and is duly licensed by the appropriate governmental authority to provide such services.

An “Administrator Skilled Nursing Facility” means a Skilled Nursing Facility which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered to you.

A “Non-Administrator Skilled Nursing Facility” means a Skilled Nursing Facility which does not have an agreement with the Claim Administrator or or another Blue Cross and/or Blue Shield Plan but has been certified in accordance with guidelines established by Medicare.

An “Uncertified Skilled Nursing Facility” means a Skilled Nursing Facility which does not meet the definition of an Administrator Skilled Nursing Facility and has not been certified in accordance with the guidelines established by Medicare.

SKILLED NURSING SERVICE.....means those services provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) which require the clinical skill and professional training of an R.N. or L.P.N. and which cannot reasonably be taught to a person who does not have specialized skill and professional training. Benefits for Skilled Nursing Service will not be provided due to the lack of willing or available non-professional personnel. Skilled Nursing Service does not include Custodial Care Service.

SPEECH THERAPIST.....means a duly licensed speech therapist.

SPEECH THERAPY.....means the treatment for the correction of a speech impairment resulting from disease trauma, congenital anomalies or previous therapeutic processes and which is designed and adapted to promote the restoration of a useful physical function. Speech Therapy does not include educational training or services designed and adapted to develop a physical function.

SUBSTANCE ABUSE.....means the uncontrollable or excessive abuse of addictive substances consisting of alcohol, morphine, cocaine, heroin, opium, cannabis, and other barbiturates, amphetamines, tranquilizers and/or hallucinogens, and the resultant physiological and/or psychological dependency which develops with continued use of such addictive substances requiring Medical Care as determined by a Physician or Psychologist.

SUBSTANCE ABUSE REHABILITATION TREATMENT.....means an organized, intensive, structured, rehabilitative treatment program of either a Hospital or Substance Abuse Treatment Facility. It does not include programs consisting primarily of counseling by individuals other than a Physician or

Psychologist, court ordered evaluations, programs which are primarily for diagnostic evaluations, mental retardation or learning disabilities, care in lieu of detention or correctional placement or family retreats.

SUBSTANCE ABUSE TREATMENT FACILITY.....means a facility (other than a Hospital) whose primary function is the treatment of Substance Abuse and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, boarding houses or other facilities that provide primarily a supportive environment, even if counseling is provided in such facilities.

An “Administrator Substance Abuse Treatment Facility” means a Substance Abuse Treatment Facility which has a written agreement with the Claim Administrator or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered to you.

A “Non-Administrator Substance Abuse Treatment Facility” means a Substance Abuse Treatment Facility that does not meet the definition of an Administrator Substance Abuse Treatment Facility.

SURGERY.....means the performance of any medically recognized, non-Investigational surgical procedure including the use of specialized instrumentation and the correction of fractures or complete dislocations and any other procedures as reasonably approved by the Claim Administrator.

TEMPOROMANDIBULAR JOINT DYSFUNCTION AND RELATED DISORDERS.....means jaw joint conditions including temporomandibular joint disorders and craniomandibular disorders, and all other conditions of the joint linking the jaw bone and skull and the complex of muscles, nerves and other tissues relating to that joint.

TOTALLY DISABLED.....means with respect to an Eligible Person, an inability by reason of illness, injury or physical condition to perform the material duties of any occupation for which the Eligible Person is or becomes qualified by reason of experience, education or training or with respect to a covered person other than an Eligible Person, the inability by reason of illness, injury or physical condition to engage in the normal activities of a person of the same age and sex who is in good health.

ELIGIBILITY SECTION

This benefit booklet contains information about the health care benefit program for the persons who:

- Meet the following definition of an Eligible Person: A full-time employee. A full-time employee is a person who is scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer;
- Have applied for this coverage; and
- Have received an identification card.

If you meet this description of an Eligible Person, you are entitled to the benefits of this program.

MEDICARE ELIGIBLE COVERED PERSONS

If you meet the definition of an Eligible Person stated in the ELIGIBILITY Section above and you are eligible for Medicare and not affected by the “Medicare Secondary Payer” (MSP) laws as described below, the benefits described in the section of this benefit booklet entitled “Benefits for Medicare Eligible Covered Persons” will apply to you and to your spouse and covered dependent children (if he or she is also eligible for Medicare and not affected by the MSP laws).

A series of federal laws collectively referred to as the “Medicare Secondary Payer” (MSP) laws regulate the manner in which certain employers may offer group health care coverage to Medicare eligible employees, spouses, and in some cases, dependent children.

The statutory requirements and rules for MSP coverage vary depending on the basis for Medicare and employer group health plan (“GHP”) coverage, as well as certain other factors, including the size of the employers sponsoring the GHP. In general, Medicare pays secondary to the following:

1. GHPs that cover individuals with end-stage renal disease (“ESRD”) during the first 30 months of Medicare eligibility or entitlement. This is the case regardless of the number of employees employed by the employer or whether the individual has “current employment status.”
2. In the case of individuals age 65 or over, GHPs of employers that employ 20 or more employees if that individual or the individual’s spouse (of any age) has “current employment status.” If the GHP is a multi-employer or multiple employer plan, which has at least one participating employer that employs 20 or more employees, the MSP rules apply even with respect to employers of fewer than 20 employees (unless the plan elects the small employer exception under the statute).
3. In the case of disabled individuals under age 65, GHPs of employers that employ 100 or more employees, if the individual or a member of the individual’s family has “current employee status.” If the GHP is a multi-employer or multiple employer plan, which has at least one participating employer that employs 100 or more employees, the MSP rules apply even with respect to employers of fewer than 100 employees.

PLEASE NOTE: SEE YOUR EMPLOYER OR GROUP ADMINISTRATOR SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ESRD PRIMARY PERIOD OR OTHER PROVISIONS OF MSP LAWS AND THEIR APPLICATION TO YOU, YOUR SPOUSE OR ANY DEPENDENTS.

YOUR MSP RESPONSIBILITIES

In order to assist your employer in complying with MSP laws, it is very important that you promptly and accurately complete any requests for information from the Claim Administrator and/or your employer regarding the Medicare eligibility of you, your spouse and covered dependent children. In addition, if you, your spouse or covered dependent child becomes eligible for Medicare, or has Medicare eligibility terminated or changed, please contact your employer or your group administrator promptly to ensure that your Claims are processed in accordance with applicable MSP laws.

YOUR ID CARD

You will receive an identification card. This card will tell you your identification number and will be very important to you in obtaining your benefits.

INDIVIDUAL COVERAGE

If you have Individual Coverage, only your own expenses for Covered Services are covered, not the expenses of other members of your family.

FAMILY COVERAGE

If you have Family Coverage, your expenses for Covered Services and those of your enrolled spouse and your (or your spouse's) enrolled unmarried children who are under age 21 will be covered. Enrolled unmarried children who are full-time students will be covered up to age 25. The coverage for unmarried children will end on the birthday.

Any newborn children will be covered from the moment of birth. Please notify your Group Administrator within 31 days of the date of birth so that your membership records can be adjusted.

Any children who are incapable of self-sustaining employment and are dependent upon you or other care providers for lifetime care and supervision because of a handicapped condition occurring prior to reaching the limiting age will be covered regardless of age if they were covered prior to reaching the limiting age stated above.

Any children who are under your legal guardianship or who are in your custody under an interim court order of adoption or who are placed with you for adoption vesting temporary care will be covered.

This coverage does not include benefits for grandchildren (unless such children are under your legal guardianship) or foster children.

CHANGING FROM INDIVIDUAL TO FAMILY COVERAGE OR ADDING DEPENDENTS TO FAMILY COVERAGE

You can change from Individual to Family Coverage or add dependents to your Family Coverage because of any of the following events:

- Marriage.
- Birth, adoption or placement for adoption of a child.
- Obtaining legal guardianship of a child.
- Loss of eligibility for other health coverage for you or your dependent if:
 - a. The other coverage was in effect when you were first eligible to enroll for this coverage;
 - b. The other coverage is not terminating for cause (such as failure to pay premiums or making a fraudulent claim); and
 - c. Where required, you stated in writing that coverage under another group health plan or other health insurance coverage was the reason for declining enrollment in this coverage.

This includes, but is not limited to, loss of coverage due to:

- a. Legal separation, divorce, cessation of dependent status, death, termination of employment, or reduction in the number of hours of employment;
 - b. In the case of HMO coverage, moving out of the HMO service area;
 - c. Reaching a lifetime limit on all benefits in another group health plan; or
 - d. Another group health plan no longer offering any benefits to the class of similarly situated individuals that includes you or your dependent.
- Termination of employer contributions towards your or your dependent's other coverage.
 - Exhaustion of COBRA continuation coverage or state continuation coverage.

When Coverage Begins

Your Family Coverage or the coverage for your additional dependents will be effective from the date of the event if you apply for this change within 31 days of any of the following events:

- Marriage.
- Birth, adoption, or placement of adoption of a child.
- Obtaining legal guardianship of a child.

Your Family Coverage or the coverage for your additional dependents will be effective from the date you apply for coverage if you apply within 31 days of any of the following events:

- Loss of eligibility for other coverage for you or your dependent, except for loss of coverage due to reaching a lifetime limit on all benefits.
- Termination of employer contributions towards your or your dependent's other coverage.
- Exhaustion of COBRA continuation coverage or state continuation coverage.

If coverage is lost in another group health plan because a lifetime limit on all benefits is reached under that coverage and you apply for Family Coverage or to add dependents within 31 days after a claim is denied due to reaching the lifetime limit, your Family Coverage or the coverage for your additional dependents will be effective from the date your claim was denied.

Late Applicants

If you do not apply for Family Coverage or to add dependents within 31 days of the event, you will have to wait until your Employer's annual open enrollment period to make those changes. Your dependents will then be subject to the 546 days Preexisting Condition waiting period as described in the Preexisting Condition Waiting Period provision of this benefit section. Such changes will be effective on a date that has been mutually agreed to by your Employer and the Claim Administrator.

CHANGING FROM FAMILY TO INDIVIDUAL COVERAGE

Should you wish to change from Family to Individual Coverage, you may do this at any time. Your Group Administrator will provide you with the application and tell you the date that the change will be effective.

PREEXISTING CONDITION WAITING PERIOD

Your benefits (other than for Maternity Services) are subject to a Preexisting Condition waiting period of 365 days. The Preexisting Condition waiting period will begin on the Enrollment Date for you and your eligible dependents (if Family Coverage is effective) and will continue for the number of days specified. This Preexisting Condition waiting period will also apply to each dependent (other than a newborn child, an adopted child under age 18, or a child under age 18 placed for adoption or a child under your legal guardianship if the child is enrolled within 31 days of birth, adoption, placement of adoption or legal guardianship) for whom coverage is applied for after your Coverage Date. The Preexisting Condition waiting period for such a dependent will begin on the dependent's Enrollment Date.

However, benefits for those persons who do not apply for coverage when first eligible to do so are subject to a Preexisting Condition waiting period of 546 days.

If you had health coverage prior to getting this coverage without a break in coverage of 63 days or more, your Preexisting Condition waiting period is reduced by the length of time you had Creditable Coverage. You have the right to request a Certificate of Creditable Coverage from any previous health plan or insurer. The Claim Administrator will assist you in obtaining the Certificate of Creditable Coverage, if needed.

This Preexisting Condition waiting period does not apply to those persons who were members of the Health Care Plan and applied for coverage at the time that the Employer initially purchased this coverage.

The Preexisting Condition waiting period does not apply to the following benefit section(s) of this benefit booklet:

- Outpatient Prescription Drug Program Benefit Section

TERMINATION OF COVERAGE

You will no longer be entitled to the benefits described in this benefit booklet if either of the events stated below should occur.

1. If you no longer meet the previously stated description of an Eligible Person.
2. If the entire coverage of your Employer terminates.

Further, termination of the agreement between the Claim Administrator and the Employer automatically terminates your coverage as described in this benefit booklet. It is the responsibility of the Employer to notify you in the event the agreement is terminated with the Claim Administrator. Regardless of whether such notice is provided, your coverage will terminate as of the effective date of termination of the Employer's agreement with the Claim Administrator.

No benefits are available to you for services or supplies rendered after the date of termination of your coverage under the Health Care Plan described in this benefit booklet except as otherwise specifically stated in the "Extension of Benefits in Case of Termination" provisions of this benefit booklet. However, termination of the Employer agreement with the Claim Administrator and/or termination of your coverage under the Health Care Plan shall not affect any Claim for Covered Services rendered prior to the effective date of such termination.

Unless specifically mentioned elsewhere in this benefit booklet, if one of your dependents becomes ineligible, his or her coverage will end as of the date the event occurs which makes him or her ineligible (for example, date of marriage, date of divorce, date the limiting age is reached).

Other options available for Continuation of Coverage are explained in the COBRA Section of this benefit booklet.

Upon termination of your coverage under the Health Care Plan, you will be issued a Certificate of Creditable Coverage. You may request a Certificate of Creditable Coverage within 24 months of termination of your or your dependent's coverage under the Health Care Plan.

UTILIZATION REVIEW PROGRAM

The Claim Administrator has established the Utilization Review Program to assist you in determining the course of treatment that will maximize your benefits under this Health Care Plan. The Utilization Review Program requires a review of the following Covered Services **before** such services are rendered:

- Inpatient Hospital services
- Skilled Nursing Facility services
- Services received in a Coordinated Home Care Program
- Private Duty Nursing Services

Failure to contact the Claim Administrator as required or to comply with the determinations of the Claim Administrator will result in a reduction in benefits. The toll-free telephone number for medical pre-notification is on your Blue Cross and Blue Shield identification card. Please read the provisions below very carefully.

The provisions of this section do not apply to the treatment of Mental Illness and Substance Abuse Rehabilitation Treatment. The treatment of Mental Illness and Substance Abuse Rehabilitation Treatment are subject to the provisions specified in THE CLAIM ADMINISTRATOR'S MENTAL HEALTH UNIT section of this benefit booklet.

PREADMISSION REVIEW

- **Inpatient Hospital Preadmission Review**

Preadmission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Pre-existing Condition waiting period, if any.

Whenever a nonemergency or nonmaternity Inpatient Hospital admission is recommended by your Physician, in order to receive maximum benefits under this benefit booklet, you must call the Claim Administrator's medical pre-notification number. This call must be made at least one business day prior to the Hospital admission.

If the proposed Hospital admission or health care services are determined to be not Medically Necessary, some days, services or the entire hospitalization will be denied. The Hospital and your Physician will be advised verbally of this determination, with a follow-up notification letter sent to you, your Physician and the Hospital. These letters may not be received prior to your scheduled date of admission.

- **Emergency Admission Review**

Emergency admission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms,

conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

In the event of an emergency admission, in order to receive maximum benefits under this benefit booklet, you or someone who calls on your behalf must notify the Claim Administrator no later than two business days or as soon as reasonably possible after the admission has occurred. If the call is made any later than the specified time period, you will not be eligible for maximum benefits.

- **Pregnancy/Maternity Admission Review**

Pregnancy/Maternity admission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Health Care Plan.

In the event of a maternity admission, in order to receive maximum benefits under this benefit booklet, you or someone who calls on your behalf must notify the Claim Administrator no later than two business days after the admission has occurred. If the call is made any later than the specified time period, you will not be eligible for maximum benefits.

Even though you are not required to call the Claim Administrator prior to your maternity admission, if you call the medical pre-notification number as soon as you find out you are pregnant, the Claim Administrator will provide you information on support programs to assist you during pregnancy.

- **Skilled Nursing Facility Preadmission Review**

Skilled Nursing Facility preadmission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

Whenever an admission to a Skilled Nursing Facility is recommended by your Physician, in order to receive maximum benefits under this benefit booklet, you must call the Claim Administrator's medical pre-notification number. This call must be made at least one business day prior to the scheduling of the admission.

- **Coordinated Home Care Program Preadmission Review**

Coordinated Home Care Program preadmission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

Whenever an admission to a Coordinated Home Care Program is recommended by your Physician, in order to receive maximum benefits under this benefit booklet, you must call the Claim Administrator's medical

pre-notification number. This call must be made at least one business day prior to the scheduling of the admission.

- **Private Duty Nursing Service Review**

Private Duty Nursing Service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

Whenever Private Duty Nursing Service is recommended by your Physician, in order to receive maximum benefits under this benefit booklet, you must call the Claim Administrator's medical pre-notification number. This call must be made at least one business day prior to receiving services.

CASE MANAGEMENT

Case management is a collaborative process that assists you with the coordination of complex care services. A Claim Administrator case manager is available to you as an advocate for cost-effective interventions.

Case managers are also available to you to provide assistance when you need alternative benefits. Alternative benefits will be provided only so long as the Claim Administrator determines that the alternative services are Medically Necessary and cost-effective. The total maximum payment for alternative services shall not exceed the total benefits for which you would otherwise be entitled under the Health Care Plan.

Provision of alternative benefits in one instance shall not result in an obligation to provide the same or similar benefits in any other instance. In addition, the provision of alternative benefits shall not be construed as a waiver of any of the terms, conditions, limitations, and exclusions of the Health Care Plan.

LENGTH OF STAY/SERVICE REVIEW

Length of stay/service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

Upon completion of the preadmission or emergency review, the Claim Administrator will send a letter to your Physician and/or the Hospital confirming that you or your representative called the Claim Administrator and that an approved length of service or length of stay was assigned.

An extension of the length of stay/service will be based solely on whether continued Inpatient care or other health care service is Medically Necessary. In the event that the extension is determined not to be Medically Necessary, the authorization will not be extended. Additional notification will be provided to your Physician and/or the Hospital regarding the denial of payment for the extension.

MEDICALLY NECESSARY DETERMINATION

The decision that Inpatient care or other health care services or supplies are not Medically Necessary will be determined by the Claim Administrator. The Claim Administrator will provide notification of a decision to not authorize payment for Inpatient care or other health care services or supplies to you, your Physician, and/or the Hospital or other Provider. The notification will specify the dates, services and/or supplies that are not considered Covered Services. For further details regarding Medically Necessary care and other exclusions from coverage, see the EXCLUSIONS - WHAT IS NOT COVERED section in this benefit booklet.

The Claim Administrator does not determine your course of treatment or whether you receive particular health care services. Decisions regarding the course of treatment and receipt of particular health care services are a matter entirely between you and your Physician. The Claim Administrator's determination of Medically Necessary care is limited to merely whether a proposed admission, continued hospitalization or other health care service is a Covered Service under the Health Care Plan.

In the event that the Claim Administrator determines that all or any portion of an Inpatient hospitalization or other health care service is not Medically Necessary, the Claim Administrator will not be responsible for any related Hospital or other health care service charge incurred.

Remember that the Claim Administrator's Health Care Plan does not cover the cost of hospitalization or any health care services and supplies that are not determined to be Medically Necessary. The fact that your Physician or another health care Provider may prescribe, order, recommend or approve a Hospital stay or other health care service or supply does not of itself make such hospitalization, service or supply Medically Necessary. Even if your Physician prescribes, orders, recommends, approves, or views hospitalization or other health care services or supplies as medically necessary, the Claim Administrator will not pay for the hospitalization, services or supplies unless the Claim Administrator determines it to be Medically Necessary and a Covered Service under the Health Care Plan.

NOTE: Keep in mind that a Medically Necessary determination does not guarantee that benefits are available. For example, it might be determined that a service is Medically Necessary, however, the Health Care Plan may limit or exclude that service. In that case, the Medically Necessary determination does not override the benefit provision in the benefit booklet.

UTILIZATION REVIEW PROCEDURE

The following information is required when you contact the Claim Administrator:

1. The name of the attending and/or admitting Physician;
2. The name of the Hospital where the admission has been scheduled and/or the location where the service has been scheduled;
3. The scheduled admission and/or service date; and
4. A preliminary diagnosis or reason for the admission and/or service.

Upon receipt of the required information, the Claim Administrator:

1. will review the information provided and seek additional information as necessary.
2. will issue a determination that the services are either Medically Necessary or are not Medically Necessary.
3. will provide notification of the determination.

APPEAL PROCEDURE

If you or your Physician disagree with the determination of the Claim Administrator prior to or while receiving services, you may appeal that decision. You should call the Claim Administrator's customer service number on your identification card. Your Physician should use the contact information in the notification letter.

In some instances, the resolution of the appeal process will not be completed until your admission or service has occurred and/or your assigned length of stay/service has elapsed. If you disagree with a decision after claim processing has taken place or upon receipt of the notification letter, you may appeal that decision by having your Physician call the contact person indicated in the notification letter or by submitting a written request to:

Medical Director
Health Care Service Corporation
P. O. Box A3957
Chicago, Illinois 60601

Once you have requested this review, you may submit additional information and comments on your Claim to the Claim Administrator as long as you do so within 30 days of the date you asked for a review. Also, during this 30 day period, you may review any relevant documents held by the Claim Administrator, if you request an appointment in writing.

Within 30 days of receiving your request for review, the Claim Administrator will send you its decision on the Claim. In unusual situations, an additional 15 days may be needed for the review and you will be notified of this during the first 30 day period.

FAILURE TO NOTIFY

The final decision regarding your course of treatment is solely your responsibility and the Claim Administrator will not interfere with your relationship with any Provider. However, the Claim Administrator has established the Utilization Review Program for the specific purpose of assisting you in determining the course of treatment which will maximize your benefits provided under this benefit booklet.

Should you fail to notify the Claim Administrator as required in the Preadmission Review provision of this section, you will then be responsible for the first 50% of the Hospital or facility charges for an eligible stay or 50% of the charges for eligible Covered Services for Private Duty Nursing in addition to any deductibles, Copayments and/or Coinsurance applicable to this benefit booklet. This amount shall not be eligible for later consideration as an unreimbursed expense under any Benefit Section of this benefit booklet nor can it be applied to your out-of-pocket expense limit, if applicable, as described in this benefit booklet.

MEDICARE ELIGIBLE MEMBERS

The preadmission review provisions of this Utilization Review Program do not apply to you if you are Medicare eligible and have secondary coverage provided under the Health Care Plan.

CLAIM ADMINISTRATOR'S MENTAL HEALTH UNIT

The Claim Administrator's Mental Health Unit has been established to perform preadmission review and length of stay review for your Inpatient Hospital services for the treatment of Mental Illness and Substance Abuse. The Mental Health Unit is staffed primarily by Physicians, Psychologists, Clinical Social Workers and registered nurses.

Failure to contact the Mental Health Unit or to comply with the determinations of the Mental Health Unit will result in a reduction of benefits. The Mental Health Unit may be reached twenty-four (24) hours a day, 7 days a week at the toll-free telephone number 1-800-851-7498. Please read the provisions below very carefully.

PREADMISSION REVIEW

- **Inpatient Hospital Preadmission Review**

Preadmission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Pre-existing Condition waiting period, if any.

Whenever a nonemergency Inpatient Hospital admission for the treatment of Mental Illness or Substance Abuse is recommended by your Physician, you must, in order to receive maximum benefits described in this benefit booklet, call the Mental Health Unit. This call must be made at least one day prior to the Hospital admission.

If the proposed Hospital admission does not meet the criteria for Medically Necessary care, it will be referred to a Physician in the Mental Health Unit. If the Mental Health Unit Physician concurs that the proposed admission does not meet the criteria for Medically Necessary care, some days or the entire hospitalization will be denied. Your Physician and the Hospital will be advised by telephone of this determination, with a follow-up notification letter sent to you, your Physician and the Hospital. The Mental Health Unit will issue these notification letters promptly. However, in some instances, these letters will not be received prior to your scheduled date of admission.

- **Emergency Mental Illness Admission Review**

Emergency Mental Illness Admission review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

In the event of an Emergency Mental Illness Admission, you or someone who calls on your behalf must, in order to receive maximum benefits under this benefit booklet, notify the Mental Health Unit no later than 48 hours or as soon as reasonably possible after the admission has occurred.

If the call is made any later than the specified time period, you will not be eligible for maximum benefits.

- **Partial Hospitalization Treatment Program Review**

Partial Hospitalization Treatment Program review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

Whenever an admission to a Partial Hospitalization Treatment Program is recommended by your Physician, you must, in order to receive maximum benefits described in this benefit booklet, call the Mental Health Unit. This call must be made at least one day prior to the admission.

- **Length of Stay Review**

Length of stay review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of the Health Care Plan as well as the Preexisting Condition waiting period, if any.

Upon completion of the preadmission or emergency admission review, the Mental Health Unit will send you a letter confirming that you or your representative called the Mental Health Unit. A letter assigning a length of service or length of stay will be sent to your Physician and/or the Hospital.

An extension of the length of stay/service will be based solely on whether continued Inpatient care or other health care service is Medically Necessary as determined by the Mental Health Unit. In the event that the extension is determined not to be Medically Necessary, the length of stay/service will not be extended, and the case will be referred to a Mental Health Unit Physician for review.

MEDICALLY NECESSARY DETERMINATION

The decision that Inpatient care or other health care services or supplies are not Medically Necessary will be determined by the Mental Health Unit. If the Mental Health Unit Physician concur that the Inpatient care or other health care services or supplies are not Medically Necessary, written notification of the decision will be provided to you, your Physician, and/or the Hospital or other Provider, and will specify the dates that are not considered Covered Services. For further details regarding Medically Necessary care and other exclusions described in this benefit booklet, see the section entitled, "EXCLUSIONS - WHAT IS NOT COVERED."

The Mental Health Unit does not determine your course of treatment or whether you receive particular health care services. The decision regarding the course of treatment and receipt of particular health care services is a matter entirely between you and your Physician. The Mental Health Unit's determination of Medically Necessary care is limited to merely

whether a proposed admission, continued hospitalization or other health care service is Medically Necessary under the Health Care Plan.

In the event that the Mental Health Unit determines that all or any portion of an Inpatient hospitalization or other health care service is not Medically Necessary, the Claim Administrator will not be responsible for any related Hospital or other health care service charge incurred.

Remember that your Health Care Plan does not cover the cost of hospitalization or any health care services and supplies that are not Medically Necessary. The fact that your Physician or another health care Provider may prescribe, order, recommend or approve a Hospital stay or other health care service or supply does not of itself make such hospitalization, service or supply Medically Necessary. Even if your Physician prescribes, orders, recommends, approves, or views hospitalization or other health care services or supplies as Medically Necessary, the Claim Administrator will not pay for the hospitalization, services or supplies if the Mental Health Unit Physician decides they were not Medically Necessary.

MENTAL HEALTH UNIT PROCEDURE

When you contact the Mental Health Unit, you should be prepared to provide the following information:

1. the name of the attending and/or admitting Provider;
2. the name of the Hospital or facility where the admission and/or service has been scheduled;
3. the scheduled admission and/or service date; and
4. a preliminary diagnosis or reason for the admission and/or service.

When you contact the Mental Health Unit, the Mental Health Unit:

1. will review the medical information provided and follow-up with the Provider;
2. may determine that the services to be rendered are not Medically Necessary.

APPEAL PROCEDURE

Expedited Appeal

If you or your Physician disagree with the determinations of the Mental Health Unit prior to or while receiving services, you or the Provider may appeal that determination by contacting the Mental Health Unit and requesting an expedited appeal. The Mental Health Unit Physician will review your case and determine whether the service was Medically Necessary. You and/or your Provider will be notified of the Mental Health Unit Physician's determination within twenty-four (24) hours or no later than the last authorized day. If you or your Provider still disagree with the Mental Health Unit Physician, you may request an appeal in writing as outlined below.

Written Appeal

In some instances, the resolution of the appeal process will not be completed until your admission or service has occurred and/or your assigned length of stay/service has elapsed. If you disagree with a decision after claim processing has taken place or upon receipt of the notification letter from the Mental Health Unit, you may appeal that decision by having your Physician call the contact person indicated in the notification letter or by submitting a written request to:

Blue Cross and Blue Shield of Illinois
Appeals Coordinator
Blue Cross and Blue Shield Mental Health Unit
P. O. Box 805107
Chicago, Illinois 60680-4112

You must exercise the right to this appeal as a precondition to taking any action against the Claim Administrator, either at law or in equity.

Once you have requested this review, you may submit additional information and comments on your Claim to the Claim Administrator as long as you do so within 30 days of the date you asked for a review. Also, during this 30 day period, you may review any pertinent documents held by the Claim Administrator, if you request an appointment in writing.

Within 30 days of receiving your request for review, the Claim Administrator will send you its decision on the Claim. In unusual situations, an additional 15 days may be needed for the review and you will be notified of this during the first 30 day period.

FAILURE TO NOTIFY

The final decision regarding your course of treatment is solely your responsibility and the Mental Health Unit will not interfere with your relationship with any Provider. However, the Mental Health Unit has been established for the specific purpose of assisting you in maximizing your benefits as described in this benefit booklet.

Should you fail to notify the Mental Health Unit as required in the Preadmission Review provision of this section, you will then be responsible for the first 50% of the Hospital charges for an eligible Hospital stay in addition to any deductibles, Copayments and/or Coinsurance applicable to this benefit booklet. This amount shall not be eligible for later consideration as an unreimbursed expense under any Benefit Section of this benefit booklet nor can it be applied to your out-of-pocket expense limit, if applicable to this benefit booklet.

INDIVIDUAL BENEFITS MANAGEMENT PROGRAM (“IBMP”)

In addition to the benefits described in this benefit booklet, if your condition would otherwise require continued care in a Hospital or other health care facility, provision of alternative benefits for services rendered by a Participating Provider in accordance with an alternative treatment plan may be available to you.

Alternative benefits will be provided only so long as the Claim Administrator determines that the alternative services are Medically Necessary and cost effective. The total maximum payment for alternative services shall not exceed the total benefits for which you would otherwise be entitled under the Health Care Plan.

Provision of alternative benefits in one instance shall not result in an obligation to provide the same or similar benefits in any other instance. In addition, the provision of alternative benefits shall not be construed as a waiver of any of the terms, conditions, limitations or exclusions of the Health Care Plan.

MEDICARE ELIGIBLE MEMBERS

The provisions of the CLAIM ADMINISTRATOR’S MENTAL HEALTH UNIT section do not apply to you if you are Medicare Eligible and have secondary coverage provided under the Health Care Plan.

THE PARTICIPATING PROVIDER OPTION

Your Employer has chosen the Claim Administrator's "Participating Provider Option" for the administration of your Hospital and Physician benefits. The Participating Provider Option is a program of health care benefits designed to provide you with economic incentives for using designated Providers of health care services.

As a participant in the Participating Provider Option a directory of Participating Providers is available to you. You can visit the Blue Cross and Blue Shield of Illinois Web site at *www.bcbsil.com* for a list of Participating Providers. While there may be changes in the directory from time to time, selection of Participating Providers by the Claim Administrator will continue to be based upon the range of services, geographic location and cost-effectiveness of care. Notice of changes in the network will be provided to your Employer annually, or as required, to allow you to make selection within the network. However, you are urged to check with your Provider before undergoing treatment to make certain of its participation status. Although you can go to the Hospital or Professional Provider of your choice, benefits under the Participating Provider Option will be greater when you use the services of a Participating Provider.

Before reading the description of your benefits, you should understand the terms "Benefit Period" and "Deductible" as defined below.

YOUR BENEFIT PERIOD

Your benefit period is a period of one year which begins on January 1st of each year. When you first enroll under this coverage, your first benefit period begins on your Coverage Date, and ends on the first December 31st following that date.

YOUR DEDUCTIBLE

Each benefit period you must satisfy a \$300 deductible for Covered Services rendered by Participating Provider(s) and a separate \$600 deductible for Covered Services rendered by Non-Participating Provider(s) or Non-Administrator Provider(s). In other words, after you have claims for Covered Services for more than the deductible amount in a benefit period, your benefits will begin. This deductible will be referred to as the program deductible.

Each time you are admitted to a Non-Participating Hospital or Non-Administrator Hospital, you must satisfy a \$300 deductible. This deductible is in addition to your program deductible.

FAMILY DEDUCTIBLE

If you have Family Coverage and your family has reached the program deductible amount of \$900 for Covered Services rendered by Participating Provider(s) and a separate \$1,800 program deductible for Covered Services rendered by Non-Participating Provider(s) or Non-Administrator Provider(s), it will not be necessary for anyone else in your family to meet the program deductible in that benefit period. That is, for the remainder of that benefit period only, no other family member(s) is required to meet the program deductible before receiving

benefits. A family member may not apply more than the individual program deductible amount toward the family program deductible.

In any case, should two or more members of your family ever receive Covered Services as a result of injuries received in the same accident, only one program deductible will be applied against those Covered Services.

HOSPITAL BENEFIT SECTION

Expenses for Hospital care are usually the biggest of all health care costs. Your Hospital benefits will help ease the financial burden of these expensive services. This section of your benefit booklet tells you what Hospital services are covered and how much will be paid for each of these services.

The benefits of this section are subject to all of the terms and conditions described in this benefit booklet. Your benefits are also subject to the Preexisting Condition waiting period. Please refer to the DEFINITIONS, ELIGIBILITY and EXCLUSIONS sections of this benefit booklet for additional information regarding any limitations and/or special conditions pertaining to your benefits.

In addition, the benefits described in this section will be provided only when you receive services on or after your Coverage Date and they are rendered upon the direction or under the direct care of your Physician. Such services must be Medically Necessary and regularly included in the Provider's charges.

The level of benefits paid for Hospital Covered Services is generally greater when received in an Administrator Hospital or other Administrator facility.

Remember, whenever the term "you" or "your" is used, we also mean all eligible family members who are covered under Family Coverage.

INPATIENT CARE

The following are Covered Services when you receive them as an Inpatient in a Hospital.

Inpatient Covered Services

1. Bed, board and general nursing care when you are in:
 - a semi-private room
 - a private room
 - an intensive care unit
2. Ancillary services (such as operating rooms, drugs, surgical dressings and lab work)

Preadmission Testing

Benefits are provided for preoperative tests given to you as an Outpatient to prepare you for Surgery which you are scheduled to have as an Inpatient, provided that benefits would have been available to you had you received these tests as an Inpatient in a Hospital. Benefits will not be provided if you cancel or postpone the Surgery.

These tests are considered part of your Inpatient Hospital surgical stay.

Partial Hospitalization Treatment

Benefits are available for this program only if it is an Administrator Program. No benefits will be provided for services rendered in a Partial Hospitalization Treatment Program which has not been approved by the Claim Administrator.

Coordinated Home Care

Benefits will be provided for services under a Coordinated Home Care Program.

You are entitled to benefits for 60 visits in a Coordinated Home Care Program per benefit period.

BENEFIT PAYMENT FOR INPATIENT HOSPITAL COVERED SERVICES

Participating Provider

When you receive Inpatient Covered Services from a Participating Provider or in an Administrator Program of a Participating Provider, benefits will be provided at 80% of the Eligible Charge after you have met your program deductible, unless otherwise specified in this benefit booklet. If you are in a private room, benefits will be limited by the Hospital's rate for its most common type of room with two or more beds.

Non-Participating Provider

When you receive Inpatient Covered Services from a Non-Participating Provider or in an Administrator Program of a Non-Participating Provider, benefits will be provided at 60% of the Eligible Charge, after you have met your program deductible and your Inpatient Hospital admission deductible. If you are in a private room, benefits will be limited by the Hospital's rate for its most common type of room with two or more beds.

Non-Administrator Provider

When you receive Inpatient Covered Services from a Non-Administrator Provider, benefits will be provided at 50% of the Eligible Charge after you have met your program deductible and your Inpatient Hospital admission deductible.

Benefits for an Inpatient Hospital admission to a Non-Administrator or Non-Participating Provider resulting from Emergency Accident Care or Emergency Medical Care will be provided at the same payment level which you would have received had you been in a Participating Hospital for that portion of your Inpatient Hospital stay during which your condition is reasonably determined by the Claim Administrator to be serious and therefore not permitting your safe transfer to a Participating Hospital or other Participating Provider.

Benefits for an Inpatient Hospital admission to a Non-Administrator or Non-Participating Hospital resulting from Emergency Accident Care or Emergency Medical Care will be provided at the Non-Participating Hospital payment level or the Non-Administrator Hospital payment level (depending on the type of Provider) for that portion of your Inpatient Hospital stay during which your

condition is reasonably determined by the Claim Administrator as not being serious and therefore permitting your safe transfer to a Participating Hospital or other Participating Provider.

In order for you to continue to receive benefits at the Participating Provider payment level following an emergency admission to a Non-Administrator or Non-Participating Hospital, you must transfer to a Participating Provider as soon as your condition is no longer serious.

OUTPATIENT HOSPITAL CARE

The following are Covered Services when you receive them from a Hospital as an Outpatient.

Outpatient Hospital Covered Services

1. Surgery and any related Diagnostic Service received on the same day as the Surgery
2. Radiation Therapy Treatments
3. Chemotherapy
4. Electroconvulsive Therapy
5. Renal Dialysis Treatments—if received in a Hospital, a Dialysis Facility or in your home under the supervision of a Hospital or Dialysis Facility
6. Diagnostic Service—when you are an Outpatient and these services are related to Surgery or Medical Care
7. Emergency Accident Care—treatment must occur within 72 hours of the accident or as soon as reasonably possible.
8. Emergency Medical Care
9. Mammograms—Benefits for routine mammograms will be provided at the benefit payment level described in the Wellness Care provision of this benefit booklet. Benefits for mammograms, other than routine, will be provided at the same payment level as Outpatient Diagnostic Service.
10. Pap Smear Test—Benefits will be provided for an annual routine cervical smear or Pap smear test for females at the benefit payment level described in the Wellness Care provision of this benefit booklet.
11. Prostate Test and Digital Rectal Examination—Benefits will be provided for an annual routine prostate-specific antigen test and digital rectal examination for males at the benefit payment level described in the Wellness Care provision of this benefit booklet.
12. Ovarian Cancer Screening—Benefits will be provided for annual ovarian cancer screening for females using CA-125 serum tumor marker testing, transvaginal ultrasound, and pelvic examination. Benefits will be provided at the benefit payment level described in the Wellness Care provision of this benefit booklet.

13. Colorectal Cancer Screening—Benefits will be provided for colorectal cancer screening as prescribed by a Physician, in accordance with the published American Cancer Society guidelines on colorectal cancer screening or other existing colorectal cancer screening guidelines issued by nationally recognized professional medical societies or federal government agencies, including the National Cancer Institute, the Centers for Disease Control and Prevention, and the American College of Gastroenterology.

Benefits for colorectal cancer screening will be provided at the benefit payment described in the Wellness Care provision of this benefit booklet. Benefits for surgical procedures, such as colonoscopy and sigmoidoscopy, are not provided at the Wellness Care payment level. Such procedures will be provided at the benefit payment level for Surgery described in this benefit booklet.

14. Bone Mass Measurement and Osteoporosis—Benefits will be provided for bone mass measurement and the diagnosis and treatment of osteoporosis.

BENEFIT PAYMENT FOR OUTPATIENT HOSPITAL COVERED SERVICES

Participating Provider

Benefits will be provided at 80% of the Eligible Charge after you have met your program deductible when you receive Outpatient Hospital Covered Services from a Participating Provider.

Benefits for Outpatient Diagnostic Service will be provided at 100% of the Eligible Charge from a Participating Provider.

Benefits for Outpatient Diagnostic Service will not be subject to the program deductible.

Non-Participating Provider

When you receive Outpatient Hospital Covered Services from a Non-Participating Provider, benefits will be provided at 60% of the Eligible Charge after you have met your program deductible.

Benefits for Outpatient Diagnostic Service will be provided at 60% of the Eligible Charge from a Non-Participating Provider after you have met your program deductible.

Non-Administrator Provider

When you receive Outpatient Hospital Covered Services from a Non-Administrator Provider, benefits will be provided at 50% of the Eligible Charge after you have met your program deductible. Covered Services received for Emergency Accident Care and Emergency Medical Care from a Non-Administrator Provider will be paid at the same payment level which would have been paid had such services been received from a Participating Provider.

Emergency Care

Benefits for Emergency Accident Care will be provided at 80% of the Eligible Charge when you receive Covered Services from either a Participating, Non-Participating or Non-Administrator Provider.

Benefits for Emergency Accident Care will be subject to the program deductible.

Benefits for Emergency Medical Care will be provided at 80% of the Eligible Charge when you receive Covered Services from either a Participating, Non-Participating or Non-Administrator Provider.

Benefits for Emergency Medical Care will be subject to the program deductible.

Each time you receive Covered Services in an emergency room, you will be responsible for a Copayment of \$50.

However, Covered Services received for Emergency Accident Care and Emergency Medical Care resulting from criminal sexual assault or abuse will be paid at 100% of the Eligible Charge whether or not you have met your program deductible. The emergency room Copayment will not apply.

WHEN SERVICES ARE NOT AVAILABLE FROM A PARTICIPATING PROVIDER (HOSPITAL)

If you must receive Hospital Covered Services which the Claim Administrator has reasonably determined are unavailable from a Participating Provider, benefits for the Covered Services you receive from a Non-Participating Provider will be provided at the payment level described for a Participating Provider.

PHYSICIAN BENEFIT SECTION

This section of your benefit booklet tells you what services are covered and how much will be paid when you receive care from a Physician or other specified Professional Provider.

The benefits of this section are subject to all of the terms and conditions described in this benefit booklet. Your benefits are also subject to the Preexisting Condition waiting period. Please refer to the DEFINITIONS, ELIGIBILITY and EXCLUSIONS sections of this benefit booklet for additional information regarding any limitations and/or special conditions pertaining to your benefits.

For benefits to be available under this Benefit Section, services must be Medically Necessary and you must receive such services on or after your Coverage Date.

Remember, whenever the term “you” or “your” is used, we also mean all eligible family members who are covered under Family Coverage.

COVERED SERVICES

Surgery

Benefits are available for Surgery performed by a Physician, Dentist or Podiatrist. However, for services performed by a Dentist or Podiatrist, benefits are limited to those surgical procedures which may be legally rendered by them and which would be payable under this Health Care Plan had they been performed by a Physician. Benefits for oral Surgery are limited to the following services:

1. surgical removal of complete bony impacted teeth;
2. excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
3. surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
4. excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation of, or excision of, the temporomandibular joints.

The following services are also part of your surgical benefits:

1. Anesthesia Services—if administered at the same time as a covered surgical procedure in a Hospital or Ambulatory Surgical Facility or by a Physician other than the operating surgeon or by a Certified Registered Nurse Anesthetist. However, benefits will be provided for anesthesia services administered by oral and maxillofacial surgeons when such services are rendered in the surgeon’s office or Ambulatory Surgical Facility.

In addition, benefits will be provided for anesthesia administered in connection with dental care treatment rendered in a Hospital or Ambulatory Surgical Facility if (a) a child is age 6 and under, (b) you have a chronic

disability, or (c) you have a medical condition requiring hospitalization or general anesthesia for dental care.

2. Assist at Surgery—when performed by a Physician, Dentist or Podiatrist who assists the operating surgeon in performing covered Surgery in a Hospital or Ambulatory Surgical Facility. In addition, benefits will be provided for assist at Surgery when performed by a Registered Surgical Assistant or an Advanced Practice Nurse. Benefits will also be provided for assist at Surgery performed by a Physician Assistant under the direct supervision of a Physician, Dentist or Podiatrist.
3. Sterilization Procedures (even if they are elective).

Additional Surgical Opinion

Your coverage includes benefits for an additional surgical opinion following a recommendation for elective Surgery. Your benefits will be limited to one consultation and related Diagnostic Service by a Physician. Benefits for an additional surgical opinion consultation and related Diagnostic Service will be provided at 100% of the Claim Charge. Your program deductible will not apply to this benefit. If you request, benefits will be provided for an additional consultation when the need for Surgery, in your opinion, is not resolved by the first arranged consultation.

Medical Care

Benefits are available for Medical Care visits when:

1. you are an Inpatient in a Hospital, a Skilled Nursing Facility, or Substance Abuse Treatment Facility or
2. you are a patient in a Partial Hospitalization Treatment Program or Coordinated Home Care Program or
3. you visit your Physician's office or your Physician comes to your home.

No benefits are available under this Benefit Section for the treatment of Mental Illness or Outpatient Substance Abuse Rehabilitation Treatment. In addition, the treatment of Mental Illness and Substance Abuse Rehabilitation Treatment are subject to the maximums specified in the SPECIAL CONDITIONS AND PAYMENTS section of this benefit booklet.

Consultations

Your coverage includes benefits for consultations. The consultation must be requested by your Physician and consist of another Physician's advice in the diagnosis or treatment of a condition which requires special skill or knowledge. Benefits are not available for any consultation done because of Hospital regulations or by a Physician who also renders Surgery or Maternity Service during the same admission.

Diabetes Self-Management Training and Education

Benefits will be provided for Outpatient self-management training, education and medical nutrition therapy. Benefits will be provided if these services are

rendered by a Physician, or duly certified, registered or licensed health care professionals with expertise in diabetes management. Benefits for such health care professionals will be provided at the Benefit Payment for Other Covered Services described in the OTHER COVERED SERVICES section of this benefit booklet. Benefits for Physicians will be provided at the Benefit Payment for Physician Services described later in this benefit section.

Benefits are also available for regular foot care examinations by a Physician or Podiatrist.

Diagnostic Service—Benefits will be provided for those services related to covered Surgery or Medical Care.

Emergency Accident Care—Treatment must occur within 72 hours of the accident or as soon as reasonably possible.

Emergency Medical Care

Well Child Care

Benefits will be provided for Covered Services provided by a Physician to children under age 18, even though they are not ill. Benefits will be limited to the following services:

1. immunizations;
2. physical examinations;
3. routine diagnostic tests.

Benefits for well child care will be limited to a maximum of \$1,000 per benefit period.

Electroconvulsive Therapy

Allergy Injections and Allergy Testing

Chemotherapy

Occupational Therapy

Benefits will be provided for Occupational Therapy when these services are rendered by a registered Occupational Therapist under the supervision of a Physician. This therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of therapy and indicate the diagnosis and anticipated goals. Benefits for Outpatient Occupational Therapy will be limited to a maximum of \$10,000 per benefit period.

Physical Therapy

Benefits will be provided for Physical Therapy when rendered by a registered professional Physical Therapist under the supervision of a Physician. The thera-

py must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and the Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of therapy and indicate the diagnosis and anticipated goals. Benefits for Outpatient Physical Therapy will be limited to a maximum of \$10,000 per benefit period.

Chiropractic and Osteopathic Manipulation—Benefits will be provided for manipulation or adjustment of osseous or articular structures, commonly referred to as chiropractic and osteopathic manipulation, when performed by a person licensed to perform such procedures. Your benefits for chiropractic and osteopathic manipulation will be limited to a maximum of 30 visits per benefit period.

Radiation Therapy Treatments

Speech Therapy

Benefits will be provided for Speech Therapy when these services are rendered by a licensed Speech Therapist or Speech Therapist certified by the American Speech and Hearing Association. Inpatient Speech Therapy benefits will be provided only if Speech Therapy is not the only reason for admission. Outpatient Speech Therapy benefits will be limited to a maximum of \$10,000 per benefit period.

Clinical Breast Examinations—Benefits will be provided for clinical breast examinations when performed by a Physician, Advanced Practice Nurse or a Physician Assistant working under the direct supervision of a Physician. Benefits for clinical breast examination will be provided at the benefit payment level described in the Wellness Care provision of this benefit booklet.

Mammograms—Benefits for routine mammograms will be provided at the benefit payment described in the Wellness Care provision of this benefit booklet. Benefits for mammograms, other than routine, will be provided at the same payment level as Outpatient Diagnostic Service.

Pap Smear Test—Benefits will be provided for an annual routine cervical smear or Pap smear test for females at the benefit payment level described in the Wellness Care provision of this benefit booklet.

Human Papillomavirus Vaccine—Benefits will be provided for a human papillomavirus (HPV) vaccine approved by the federal Food and Drug Administration. Benefits will be provided at the benefit payment level for immunizations described in the Wellness Care provision of this benefit booklet for persons age 18 and over. If you purchase the vaccine at a Pharmacy, benefits will be provided at the Benefit Payment for Other Covered Services described in the OTHER COVERED SERVICES section of this benefit booklet.

Shingles Vaccine—Benefits will be provided for a shingles vaccine approved by the federal Food and Drug Administration at the benefit payment described in the Wellness Care provision of this benefit booklet.

Prostate Test and Digital Rectal Examination—Benefits will be provided for an annual routine prostate-specific antigen test and digital rectal examination for males at the benefit payment level described in the Wellness Care provision of this benefit booklet.

Ovarian Cancer Screening—Benefits will be provided for annual ovarian cancer screening for females using CA-125 serum tumor marker testing, transvaginal ultrasound, and pelvic examination. Benefits for ovarian cancer screening will be provided at the benefit payment level described in the Wellness Care provision of this benefit booklet.

Bone Mass Measurement and Osteoporosis—Benefits will be provided for bone mass measurement and the diagnosis and treatment of osteoporosis.

Durable Medical Equipment—Benefits will be provided for such things as internal cardiac valves, internal pacemakers, mandibular reconstruction devices (not used primarily to support dental prosthesis), bone screws, bolts, nails, plates and any other internal and permanent devices. Benefits will also be provided for the rental (but not to exceed the total cost of equipment) or purchase of durable medical equipment required for temporary therapeutic use provided that this equipment is primarily and customarily used to serve a medical purpose.

Amino Acid-Based Elemental Formulas—Benefits will be provided for amino acid-based elemental formulas for the diagnosis and treatment of eosinophilic disorders or short-bowel syndrome, when the prescribing Physician has issued a written order stating that the amino acid-based elemental formula is medically necessary. If you purchase the formula at a Pharmacy, benefits will be provided at the Benefit Payment for Other Covered Services described in the OTHER COVERED SERVICES section of this benefit booklet.

Outpatient Contraceptive Services

Benefits will be provided for prescription contraceptive devices, injections, implants and Outpatient contraceptive services. Outpatient contraceptive services means consultations, examinations, procedures and medical services provided on an Outpatient basis and related to the use of contraceptive methods (including natural family planning) to prevent an unintended pregnancy.

No benefits will be provided for abortions.

Leg, Back, Arm and Neck Braces

Prosthetic Appliances

Benefits will be provided for prosthetic devices, special appliances and surgical implants when:

1. they are required to replace all or part of an organ or tissue of the human body, or

2. they are required to replace all or part of the function of a non-functioning or malfunctioning organ or tissue.

Benefits will also include adjustments, repair and replacements of covered prosthetic devices, special appliances and surgical implants when required because of wear or change in a patient's condition (excluding dental appliances other than intra-oral devices used in connection with the treatment of Temporomandibular Joint Dysfunction and Related Disorders, subject to specific limitations applicable to Temporomandibular Joint Dysfunction and Related Disorders, and replacement of cataract lenses when a prescription change is not required).

Colorectal Cancer Screening—Benefits will be provided for colorectal cancer screening as prescribed by a Physician, in accordance with the published American Cancer Society guidelines on colorectal cancer screening or other existing colorectal cancer screening guidelines issued by nationally recognized professional medical societies or federal government agencies, including the National Cancer Institute, the Centers for Disease Control and Prevention, and the American College of Gastroenterology.

Benefits for colorectal cancer screening will be provided at the benefit payment level described in the Wellness Care provision of this benefit booklet. Benefits for surgical procedures, such as colonoscopy and sigmoidoscopy, are not provided at the Wellness Care payment level. Such procedures will be provided at the benefit payment level for Surgery described in this benefit booklet.

BENEFIT PAYMENT FOR PHYSICIAN SERVICES

The benefits provided by the Claim Administrator and the expenses that are your responsibility for your Covered Services will depend on whether you receive services from a Participating or Non-Participating Professional Provider.

Participating Provider

When you receive any of the Covered Services described in this Physician Benefit Section from a Participating Provider or from a Dentist, benefits will be provided at 80% of the Maximum Allowance after you have met your program deductible, unless otherwise specified in this benefit booklet. Although Dentists are not Participating Providers they will be treated as such for purposes of benefit payment made under this benefit booklet and may bill you for the difference between the Claim Administrator's benefit payment and the Provider's charge to you.

When you receive Covered Services in a Participating Provider specialist's office, benefits for office visits are subject to a Copayment of \$25 per visit. A specialist is a Professional Provider who is **not** a Physician in general practice, family practice, internal medicine, obstetrics, gynecology or pediatrics. Benefits for office visits will then be provided at 100% of the Maximum Allowance. Your program deductible will not apply.

When you receive Covered Services (except for those services specified below) in a Participating Provider's office, benefits for Covered Services, including all related Covered Services received on the same day, are subject to a Copayment

of \$15 per visit. Benefits will then be provided at 100% of the Maximum Allowance. Your program deductible will not apply.

The following Covered Services are not subject to the office visit Copayment, and benefits will be provided at the general medical/surgical payment level:

- Surgery
- Occupational Therapy
- Physical Therapy
- Speech Therapy

When you receive Covered Services for well child care from a Participating Provider, benefits will be provided at 100% of the Maximum Allowance, subject to a Copayment of \$15 per visit.

Benefits for well child care from a Participating Provider will not be subject to the program deductible.

Benefits for chiropractic and osteopathic manipulation will be provided at 100% of the Maximum Allowance, subject to a Copayment of \$25 per visit, when Covered Services are received from a Participating Provider.

Benefits for chiropractic and osteopathic manipulation from a Participating Provider will not be subject to the program deductible.

Benefits for Outpatient Diagnostic Service will be provided at 100% of the Maximum Allowance from a Participating Provider.

Benefits for Outpatient Diagnostic Service will not be subject to the program deductible.

Non-Participating Provider

When you receive any of the Covered Services described in this Physician Benefit Section from a Non-Participating Provider, benefits will be provided at 60% of the Maximum Allowance after you have met your program deductible.

Benefits for well child care from a Non-Participating provider will be provided at 60% of the Maximum Allowance, after you have met your program deductible.

Benefits for chiropractic and osteopathic manipulation from a Non-Participating provider will be provided at 60% of the Maximum Allowance after you have met your program deductible.

Benefits for Outpatient Diagnostic Service will be provided at 60% of the Maximum Allowance from a Non-Participating Provider after you have met your program deductible.

Emergency Care

Benefits for Emergency Accident Care will be provided at 80% of the Maximum Allowance when rendered by either a Participating or Non-Participating Provider after you have met your program deductible.

Benefits for Emergency Medical Care will be provided at 80% of the Maximum Allowance when rendered by either a Participating or Non-Participating Provider after you have met your program deductible.

However, Covered Services for Emergency Accident Care and Emergency Medical Care resulting from a criminal sexual assault or abuse will be paid at 100% of the Maximum Allowance whether or not you have met your program deductible.

Participating Providers are:

- Physicians
- Podiatrists
- Psychologists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioners
- Certified Registered Nurse Anesthetists
- Chiropractors
- Clinical Laboratories
- Clinical Professional Counselors
- Clinical Social Workers
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Marriage and Family Therapists
- Occupational Therapists
- Optometrists
- Orthotic Providers
- Physical Therapists
- Prosthetic Providers
- Registered Surgical Assistants
- Retail Health Clinics
- Speech Therapists

who have signed an Agreement with the Claim Administrator to accept the Maximum Allowance as payment in full. Such Participating Providers have agreed not to bill you for Covered Services amounts in excess of the Maximum Allowance. Therefore, you will be responsible only for the difference between the Claim Administrator's benefit payment and the Maximum Allowance for the particular Covered Service — that is, your program deductible, Copayment and Coinsurance amounts.

Non-Participating Providers are:

- Physicians
- Podiatrists
- Psychologists
- Dentists
- Certified Nurse-Midwives
- Certified Nurse Practitioners
- Certified Clinical Nurse Specialists
- Certified Registered Nurse Anesthetists
- Chiropractors
- Clinical Social Workers
- Clinical Professional Counselors
- Clinical Laboratories
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Marriage and Family Therapists
- Occupational Therapists
- Optometrists
- Orthotic Providers
- Physical Therapists
- Prosthetic Providers
- Registered Surgical Assistants
- Retail Health Clinics
- Speech Therapists
- other Professional Providers

who have not signed an agreement with the Claim Administrator to accept the Maximum Allowance as payment in full. Therefore, you are responsible to these Providers for the difference between the Claim Administrator's benefit payment and such Provider's charge to you.

Should you wish to know the Maximum Allowance for a particular procedure or whether a particular Provider is a Participating Provider, contact your Employer, your Professional Provider or the Claim Administrator.

OTHER COVERED SERVICES

OTHER COVERED SERVICES

This section of your benefit booklet describes “Other Covered Services” and the benefits that will be provided for them.

- Blood and blood components
- Private Duty Nursing Service—Benefits for Private Duty Nursing Service will be provided to you in your home only when the services are of such a nature that they cannot be provided by non-professional personnel and can only be provided by a licensed health care provider. No benefits will be provided when a nurse ordinarily resides in your home or is a member of your immediate family. Private Duty Nursing includes teaching and monitoring of complex care skills such as tracheotomy suctioning, medical equipment use and monitoring to home caregivers and is not intended to provide for long term supportive care. Benefits for Private Duty Nursing Service will not be provided due to the lack of willing or available non-professional personnel. Your benefits for Private Duty Nursing Service are limited to a maximum of \$3,000 per month.
- Ambulance Transportation—Benefits will not be provided for long distance trips or for use of an ambulance because it is more convenient than other transportation.
- Dental accident care—Dental services rendered by a Dentist or Physician which are required as the result of an accidental injury.
- Oxygen and its administration
- Medical and surgical dressings, supplies, casts and splints
- Naprapathic Service — Benefits will be provided for Naprapathic Services when rendered by a Naprapath. Benefits for Naprapathic Services will be limited to a maximum of \$3,000 per benefit period.
- Orthotics—Benefits will be provided for orthotics when determined to be Medically Necessary.

BENEFIT PAYMENT FOR OTHER COVERED SERVICES

After you have met your program deductible, benefits will be provided at 80% of the Eligible Charge or 80% of the Maximum Allowance for any of the Covered Services described in this section.

When you receive Other Covered Services from a Participating or Non-Participating Provider, benefits for Other Covered Services will be provided at the payment levels previously described in this benefit booklet for Hospital and Physician Covered Services.

Participating Providers are:

- Physicians
- Podiatrists

- Psychologists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioners
- Certified Registered Nurse Anesthetists
- Chiropractors
- Clinical Laboratories
- Clinical Professional Counselors
- Clinical Social Workers
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Marriage and Family Therapists
- Occupational Therapists
- Optometrists
- Orthotic Providers
- Physical Therapists
- Prosthetic Providers
- Registered Surgical Assistants
- Retail Health Clinics
- Speech Therapists

who have signed an Agreement with the Claim Administrator to accept the Maximum Allowance as payment in full. Such Participating Providers have agreed not to bill you for Covered Services amounts in excess of the Maximum Allowance. Therefore, you will be responsible only for the difference between the Claim Administrator's benefit payment and the Maximum Allowance for the particular Covered Service — that is, your program deductible, Copayment and Coinsurance amounts.

Non-Participating Providers are:

- Physicians
- Podiatrists
- Psychologists
- Dentists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioners

- Certified Registered Nurse Anesthetists
- Chiropractors
- Clinical Laboratories
- Clinical Professional Counselors
- Clinical Social Workers
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Marriage and Family Therapists
- Occupational Therapists
- Optometrists
- Orthotic Providers
- Physical Therapists
- Prosthetic Providers
- Registered Surgical Assistants
- Retail Health Clinics
- Speech Therapists
- other Professional Providers

who have not signed an agreement with the Claim Administrator to accept the Maximum Allowance as payment in full. Therefore, you are responsible to these Providers for the difference between the Claim Administrator's benefit payment and such Provider's charge to you.

Should you wish to know the Maximum Allowance for a particular procedure or whether a particular Provider is a Participating Provider, contact your Employer, your Professional Provider or the Claim Administrator.

SPECIAL CONDITIONS AND PAYMENTS

There are some special things that you should know about your benefits should you receive any of the following types of treatments:

HUMAN ORGAN TRANSPLANTS

Your benefits for certain human organ transplants are the same as your benefits for any other condition. Benefits will be provided only for cornea, kidney, bone marrow, heart valve, muscular-skeletal, parathyroid, heart, lung, heart/lung, liver, pancreas or pancreas/kidney human organ or tissue transplants. Benefits are available to both the recipient and donor of a covered transplant as follows:

- If both the donor and recipient have coverage each will have their benefits paid by their own program.
- If you are the recipient of the transplant, and the donor for the transplant has no coverage from any other source, the benefits described in this benefit booklet will be provided for both you and the donor. In this case, payments made for the donor will be charged against your benefits.
- If you are the donor for the transplant and no coverage is available to you from any other source, the benefits described in this benefit booklet will be provided for you. However, no benefits will be provided for the recipient.

Benefits will be provided for:

- Inpatient and Outpatient Covered Services related to the transplant Surgery.
- the evaluation, preparation and delivery of the donor organ.
- the removal of the organ from the donor.
- the transportation of the donor organ to the location of the transplant Surgery. Benefits will be limited to the transportation of the donor organ in the United States or Canada.

In addition to the above provisions, benefits for heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplants will be provided as follows:

- **Whenever a heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplant is recommended by your Physician, you must contact the Claim Administrator by telephone before your transplant Surgery has been scheduled. The Claim Administrator will furnish you with the names of Hospitals which have Claim Administrator approved Human Organ Transplant Programs. No benefits will be provided for heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplants performed at any Hospital that does not have a Claim Administrator approved Human Organ Transplant Program.**

- In addition to the other exclusions of this benefit booklet, benefits will not be provided for the following:
- Cardiac rehabilitation services when not provided to the transplant recipient immediately following discharge from a Hospital for transplant Surgery.
 - Travel time and related expenses required by a Provider.
 - Drugs which do not have approval of the Food and Drug Administration.
 - Storage fees.
 - Services provided to any individual who is not the recipient or actual donor, unless otherwise specified in this provision.

CARDIAC REHABILITATION SERVICES

Your benefits for cardiac rehabilitation services are the same as your benefits for any other condition. Benefits will be provided for cardiac rehabilitation services only in Claim Administrator approved programs. Benefits are available if you have a history of any of the following: acute myocardial infarction, coronary artery bypass graft Surgery, percutaneous transluminal coronary angioplasty, heart valve Surgery, heart transplantation, stable angina pectoris, compensated heart failure or transmyocardial revascularization. Benefits will be limited to a maximum of 36 Outpatient treatment sessions within the six month period.

WELLNESS CARE

Benefits will be provided for Covered Services rendered to persons age 18 and over, even though you are not ill. Benefits will be limited to the following services:

1. Immunizations;
2. Routine physical examinations;
3. Routine gynecological examinations – one per benefit period;
4. Routine diagnostic tests.

Participating Provider

When you receive Covered Services for wellness care from a Participating Provider other than in a Physician's office, benefits for wellness care will be provided at 100% of the Eligible Charge or 100% of the Maximum Allowance and will not be subject to the program deductible.

When you receive Covered Services for wellness care in a Participating Professional Provider's office, benefits for office visits are subject to a Copayment of \$15 per visit. Benefits for office visits will then be provided at 100% of the Maximum Allowance. Your program deductible will not apply.

Non-Participating Provider

When you receive Covered Services for wellness care from a Non-Participating Provider, benefits will be provided at 60% of the Eligible Charge or 60% of the Maximum Allowance after you have met your program deductible.

Wellness Care Benefit Maximum

Benefits for wellness care will be limited to a maximum of \$300 per benefit period.

The following Covered Service(s) are not subject to the wellness care benefit period maximum:

- Routine mammograms
- Pap smear test
- Prostate test and digital rectal examinations
- Colorectal cancer screening
- Ovarian cancer screening
- Shingles vaccine
- Human papillomavirus vaccine (HPV)
- Clinical breast examination

SKILLED NURSING FACILITY CARE

The following are Covered Services when you receive them in a Skilled Nursing Facility:

1. Bed, board and general nursing care.
2. Ancillary services (such as drugs and surgical dressings or supplies).

No benefits will be provided for admissions to a Skilled Nursing Facility which are for the convenience of the patient or Physician or because care in the home is not available or the home is unsuitable for such care.

Benefits for Covered Services rendered in an Administrator Skilled Nursing Facility will be provided at 80% of the Eligible Charge after you have met your program deductible.

Benefits for Covered Services rendered in a Non-Administrator Skilled Nursing Facility will be provided at 50% of the Eligible Charge, once you have met your program deductible. Benefits will not be provided for Covered Services received in an Uncertified Skilled Nursing Facility.

You are entitled to benefits for 60 days of care in a Skilled Nursing Facility per benefit period.

AMBULATORY SURGICAL FACILITY

Benefits for all of the Covered Services previously described in this benefit booklet are available for Outpatient Surgery. In addition, benefits will be provided if these services are rendered by an Ambulatory Surgical Facility.

Benefits for services rendered by an Administrator Ambulatory Surgical Facility will be provided at 80% of the Eligible Charge. Benefits for services rendered by a Non-Administrator Ambulatory Surgical Facility will be provided at 50% of the Eligible Charge.

Benefits for Outpatient Surgery will be provided as stated above after you have met your program deductible.

SUBSTANCE ABUSE REHABILITATION TREATMENT

Benefits for all of the Covered Services previously described in this benefit booklet are available for Substance Abuse Rehabilitation Treatment. In addition, benefits will be provided if these services are rendered by a Substance Abuse Treatment Facility. Benefits will be provided at the payment levels described later in this benefit booklet. Substance Abuse Rehabilitation Treatment Covered Services rendered in a program that does not have a written agreement with the Claim Administrator or in a Non-Administrator Provider facility will be paid at the Non-Administrator Provider facility payment level described later in this benefit section.

MENTAL ILLNESS SERVICES

Benefits for all of the Covered Services previously described in this benefit booklet are available for the diagnosis and/or treatment of a Mental Illness. Medical Care for the treatment of a Mental Illness is eligible when rendered by (1) a Physician; (2) a Psychologist, Clinical Social Worker or Clinical Professional Counselor; or (3) a Marriage and Family Therapist working within the scope of their license.

Benefit Payment for Outpatient treatment of Mental Illness and Substance Abuse Rehabilitation Treatment

Benefits for Outpatient Mental Illness treatment will be provided at 80% of the Eligible Charge or at 80% of the Maximum Allowance when you receive services from a Participating Provider after you have met your program deductible. When you receive Covered Services from a Non-Participating Provider for Outpatient Mental Illness treatment, benefits will be provided at 60% of the Eligible Charge or 60% of the Maximum Allowance after you have met your program deductible.

Benefits for Outpatient Substance Abuse Rehabilitation Treatment (in a program approved by the Claim Administrator) will be provided at 80% of the Eligible Charge or at 80% of the Maximum Allowance when you receive services from a Participating Provider after you have met your program deductible.

When you receive Covered Services from a Non-Participating Provider for Outpatient Substance Abuse Rehabilitation Treatment, benefits will be provided at

60% of the Eligible Charge or 60% of the Maximum Allowance after you have met your program deductible.

Benefit Maximum for Inpatient and Outpatient treatment of Substance Abuse Rehabilitation Treatment

Your benefits for Inpatient and Outpatient Substance Abuse Rehabilitation Treatment are limited to a maximum of \$10,000 per benefit period.

Benefit Payment for Inpatient treatment of Mental Illness and Substance Abuse Rehabilitation Treatment

Benefits for the Inpatient treatment of Mental Illness and Inpatient Substance Abuse Rehabilitation Treatment will be provided at the payment levels previously described in this benefit booklet for Hospital and Physician Covered Services.

Lifetime Benefit Maximum for treatment of Substance Abuse Rehabilitation Treatment

A lifetime maximum of \$25,000 will apply to benefits for Inpatient and Outpatient Substance Abuse Rehabilitation Treatment.

None of the charges for the Inpatient and/or Outpatient treatment of Mental Illness or Substance Abuse Rehabilitation Treatment will be included in the calculation of your out-of-pocket expenses.

MATERNITY SERVICE

Your benefits for Maternity Service are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage. Benefits will also be provided for Covered Services rendered by a Certified Nurse-Midwife.

Benefits will be paid for Covered Services received in connection with both normal pregnancy and Complications of Pregnancy. As part of your maternity benefits certain services rendered to your newborn infant are also covered, even if you have Individual Coverage. These Covered Services are: a) the routine Inpatient Hospital nursery charges and b) one routine Inpatient examination and c) one Inpatient hearing screening as long as this examination is rendered by a Physician other than the Physician who delivered the child or administered anesthesia during delivery. (If the newborn child needs treatment for an illness or injury, benefits will be available for that care only if you have Family Coverage. You may apply for Family Coverage within 31 days of date of the birth. Your Family Coverage will then be effective from the date of the birth.)

Benefits will be provided for any hospital length of stay in connection with childbirth for the mother or newborn child for no less than 48 hours following a normal vaginal delivery, or no less than 96 hours following a cesarean section. Your Provider will not be required to obtain authorization from the Claim Administrator for prescribing a length of stay less than 48 hours (or 96 hours).

INFERTILITY TREATMENT

Benefits will be provided the same as your benefits for any other condition for Covered Services related to the diagnosis of infertility when rendered in conjunction with conception through normal intercourse.

Infertility means the inability to conceive a child after one year of unprotected sexual intercourse or the inability to sustain a successful pregnancy. The one year requirement will be waived if your Physician determines a medical condition exists that makes conception impossible through unprotected sexual intercourse including, but not limited to, congenital absence of the uterus or ovaries, absence of the uterus or ovaries due to surgical removal due to a medical condition, or involuntary sterilization due to chemotherapy or radiation treatments.

Unprotected sexual intercourse means sexual union between a male and female without the use of any process, device or method that prevents conception including, but not limited to, oral contraceptives, chemicals, physical or barrier contraceptives, natural abstinence or voluntary permanent surgical procedures.

TEMPOROMANDIBULAR JOINT DYSFUNCTION AND RELATED DISORDERS

Benefits for all of the Covered Services previously described in this benefit booklet are available for the diagnosis and treatment of Temporomandibular Joint Dysfunction and Related Disorders.

Your benefits for the diagnosis and/or treatment of Temporomandibular Joint Dysfunction and Related Disorders are limited to a lifetime maximum of \$2,500.

MASTECTOMY-RELATED SERVICES

Benefits for Covered Services related to mastectomies are the same as for any other condition. Mastectomy-related Covered Services include, but are not limited to:

1. Reconstruction of the breast on which the mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
3. Inpatient care following a mastectomy for the length of time determined by your attending Physician to be medically necessary and in accordance with protocols and guidelines based on sound scientific evidence and patient evaluation and a follow-up Physician office visit or in-home nurse visit within 48 hours after discharge; and
4. Prosthesis and physical complications of all stages of the mastectomy including, but not limited to, lymphedemas.

PAYMENT PROVISIONS

Lifetime Maximum

The total maximum amount of benefits to which you are entitled under this Participating Provider Option program is \$3,000,000. This is an individual maximum. There is no family maximum.

As you use your benefits, a certain amount will automatically be restored to your lifetime maximum each year. This amount will be \$1,000 or the amount you have received in benefits that benefit period, whichever is less.

Cumulative Benefit Maximums

All benefits payable under this benefit booklet are cumulative. Therefore, in calculating the benefit maximums payable for a particular Covered Service or in calculating the remaining balance under the Lifetime Maximums, the Claim Administrator will include benefit payments under both this and/or any prior or subsequent Claim Administrator's benefit booklet issued to you as an Eligible Person or a dependent of an Eligible Person under this plan.

OUT-OF-POCKET EXPENSE LIMIT

There are separate Out-of-Pocket Expense Limits applicable to Covered Services received from Participating Providers and Non-Participating Providers.

For Participating Providers

If, during one benefit period, your out-of-pocket expense (the amount remaining unpaid after benefits have been provided) equals \$1,500, any additional eligible Claims for Participating Providers (except for those Covered Services specifically excluded below) during that benefit period will be paid in full up to the Eligible Charge or Maximum Allowance.

This out-of-pocket expense limit may be reached by:

- the payments for which you are responsible after benefits have been provided (except for any expenses incurred for Covered Services rendered by a Non-Participating or Non-Administrator Provider other than Emergency Accident Care, Emergency Medical Care and Inpatient treatment during the period of time when your condition is serious)

The following expenses for Covered Services cannot be applied to the out-of-pocket expense limit and will not be paid at 100% of the Eligible Charge or Maximum Allowance when your out-of-pocket expense limit is reached:

- the program deductible(s)
- charges that exceed the Eligible Charge or Maximum Allowance
- the Coinsurance resulting from Covered Services rendered by a Non-Participating Provider or a Non-Administrator Provider
- charges for Covered Services which have a separate dollar maximum specifically mentioned in this benefit booklet

- charges for Covered Services received for the treatment of Mental Illness and/or Substance Abuse Rehabilitation Treatment
- charges for Outpatient prescription drugs
- the Hospital emergency room Copayment
- the Copayment for Physician office visits
- the Copayment for specialist's office visits
- Copayments resulting from noncompliance with the provisions of the Utilization Review Program and/or the Claim Administrator's Mental Health Unit
- and any unreimbursed expenses incurred for "comprehensive major medical" covered services within your prior contract's benefit period, if not completed.

If you have Family Coverage and your out-of-pocket expense as described above equals \$4,500 during one benefit period, then, for the rest of the benefit period, all other family members will have benefits for Covered Services (except for those Covered Services specifically excluded above) provided at 100% of the Eligible Charge or Maximum Allowance. A member may not apply more than the individual out-of-pocket expense limit toward this amount.

For Non-Participating Providers

If, during one benefit period, your out-of-pocket expense (the amount remaining unpaid after benefits have been provided) equals \$3,000, any additional eligible Claims for Non-Participating Providers (except for those Covered Services specifically excluded below) during that benefit period will be paid in full up to the Eligible Charge or Maximum Allowance.

This out-of-pocket expense limit may be reached by:

- the payments for Covered Services rendered by a Non-Participating Provider for which you are responsible after benefits have been provided

The following expenses for Covered Services cannot be applied to the out-of-pocket expense limit and will not be paid at 100% of the Eligible Charge or Maximum Allowance when your out-of-pocket expense limit is reached:

- the program deductible(s)
- the Inpatient Hospital admission deductible(s)
- charges that exceed the Eligible Charge or Maximum Allowance
- the Coinsurance resulting from Covered Services you may receive from a Participating Provider
- the Coinsurance resulting from Covered Services rendered by a Non-Administrator Hospital or other Non-Administrator Provider facility
- charges for Covered Services which have a separate dollar maximum specifically mentioned in this benefit booklet

- charges for Covered Services received for the treatment of Mental Illness and/or Substance Abuse Rehabilitation Treatment
- charges for Outpatient prescription drugs
- the Hospital emergency room Copayment
- Copayments resulting from noncompliance with the provisions of the Utilization Review Program and/or the Claim Administrator's Mental Health Unit
- any unreimbursed expenses incurred for "comprehensive major medical" covered services within your prior contract's benefit period.

If you have Family Coverage and your expense as described above equals \$9,000 during one benefit period, then, for the rest of the benefit period, all other family members will have benefits for Covered Services (except for those Covered Services specifically excluded above) provided at 100% of the Eligible Charge or Maximum Allowance. A member may not apply more than the individual out-of-pocket expense limit toward this amount.

EXTENSION OF BENEFITS IN CASE OF TERMINATION

If you are an Inpatient at the time your coverage under this plan is terminated, benefits will be provided for, and limited to, the Covered Services of this plan which are rendered by and regularly charged for by a Hospital, Skilled Nursing Facility, Substance Abuse Treatment Facility, Partial Hospitalization Treatment Program or Coordinated Home Care Program. Benefits will be provided until you are discharged or until the end of your benefit period, whichever occurs first.

HOSPICE CARE PROGRAM

Your Hospital coverage also includes benefits for Hospice Care Program Service.

Benefits will be provided for the Hospice Care Program Service described below when these services are rendered to you by a Hospice Care Program Provider. However, for benefits to be available you must have a terminal illness with a life expectancy of one year or less, as certified by your attending Physician; and you will no longer benefit from standard medical care or have chosen to receive hospice care rather than standard care. Also, a family member or friend should be available to provide custodial type care between visits from Hospice Care Program Providers if hospice is being provided in the home.

The following services are covered under the Hospice Care Program:

1. Coordinated Home Care;
2. Medical supplies and dressings;
3. Medication;
4. Nursing Services – Skilled and non-Skilled;
5. Occupational Therapy;
6. Pain management services;
7. Physical Therapy;
8. Physician visits;
9. Social and spiritual services;
10. Respite Care Service.

The following services are **not** covered under the Hospice Care Program:

1. Durable medical equipment;
2. Home delivered meals;
3. Homemaker services;
4. Traditional medical services provided for the direct care of the terminal illness, disease or condition;
5. Transportation, including but not limited, to Ambulance Transportation.

Notwithstanding the above, there may be clinical situations when short episodes of traditional care would be appropriate even when the patient remains in the hospice setting. While these traditional services are not eligible under this Hospice Care Program section, they may be Covered Services under other sections of this benefit booklet.

Benefit payment for Covered Services rendered by a Hospice Care Program Provider will be provided at the same level as described for Inpatient Hospital Covered Services.

OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFIT SECTION

When you are being treated for an illness or accident, your Physician may prescribe certain drugs or medicines as part of your treatment. Your coverage includes benefits for drugs and supplies which are self-administered. This section of your benefit booklet explains which drugs and supplies are covered and the benefits that are available for them. Benefits will be provided only if such drugs and supplies are Medically Necessary.

PRIOR AUTHORIZATION REQUIREMENT

When certain medications and drug classes such as medications used to treat rheumatoid arthritis, growth hormone deficiency, hepatitis C, and more serious forms of anemia, hypertension, asthma, epilepsy, and psoriasis are prescribed, in order to receive maximum benefits, you will be required to obtain authorization from the Claim Administrator. Medications included in this program are subject to change and other medications for other conditions may be added to the program.

The Claim Administrator's prescription drug administrator will send a questionnaire to your Physician upon your or your Pharmacy's request. The questionnaire must be returned to the prescription drug administrator who will review the questionnaire and determine whether the reason for the prescription meets the criteria for Medically Necessary care. You and your Physician will be notified of the prescription drug administrator's determination within twenty-four (24) hours. No benefits will be provided for such drugs if prior authorization is not received.

You should refer to the formulary list, contact your Pharmacy or refer to the Claim Administrator's website (www.bcbsil.com) to determine which medications and drug classes require prior authorization.

COVERED SERVICES

The drugs and supplies for which benefits are available under this Benefit Section are:

- drugs which are self-administered that require, by federal law, a written prescription;
- self-injectable insulin and insulin syringes;
- diabetic supplies, as follows: test strips, glucagon emergency kits and lancets.

Benefits for these drugs will be provided when:

- you have been given a written prescription for them by your Physician, Dentist, Optometrist or Podiatrist and
- you purchase the drugs from a Pharmacy or from a Physician, Dentist, Optometrist or Podiatrist who regularly dispenses drug, and
- the drugs are self-administered.

Benefits will not be provided for:

- drugs used for cosmetic purposes (including, but not limited to, Retin-A/Tretinoin and Minoxidil/Rogaine);
- drugs which are not self-administered;
- any devices or appliances except as specifically mentioned above;
- any charges that you may incur for the drugs being administered to you.

In addition, benefits will not be provided for any refills if the prescription is more than one year old.

Benefit Payment for Prescription Drugs

The benefits you receive and the Copayment amount you pay will differ depending upon the type of drugs purchased and whether they are obtained from a Participating Prescription Drug Provider.

“Participating Prescription Drug Provider” means a Pharmacy that has a written agreement with the Claim Administrator or another Blue Cross and Blue Shield Plan to administer its prescription drug program to provide services to you at the time you receive the services.

“Formulary Drug” means a brand name drug that has been designated as a preferred drug by the Claim Administrator.

When you obtain drugs and diabetic supplies from a Participating Prescription Drug Provider, you must pay a Copayment amount of:

- **\$7 for each prescription** – for generic drugs.
- **\$25 for each prescription** – for Formulary brand name drugs and diabetic supplies.
- **\$40 for each prescription** – for non-Formulary brand name drugs.

When you obtain drugs and diabetic supplies from a Participating Prescription Drug Provider, you must pay the Copayment amount described above for each prescription. Benefits will be provided for the remaining Eligible Charge. One prescription means up to a 34 consecutive day supply for most medications. Certain drugs may be limited to less than a 34 consecutive day supply. However, for certain maintenance type drugs larger quantities may be obtained through the Home Delivery Prescription Drug Program. For information on these drugs, contact your Participating Prescription Drug Provider or the Claim Administrator’s office. Benefits for prescription inhalants will not be restricted on the number of days before an inhaler refill may be obtained.

When you obtain drugs and diabetic supplies from a non-Participating Prescription Drug Provider (other than a Participating Prescription Drug Provider), 75% of the Eligible Charge will be paid minus the Copayment amount.

Home Delivery Prescription Drug Program

In addition to the benefits described in this Benefit Section, your coverage includes benefits for maintenance type drugs and oral contraceptives obtained through the Home Delivery Prescription Drug Program. For information about this program, contact your employer or Claim Administrator.

When you obtain drugs and diabetic supplies through the Home Delivery Prescription Drug Program, you must pay a Copayment amount of:

- **\$14 for each prescription** – for generic drugs.
- **\$50 for each prescription** – for Formulary brand name drugs and diabetic supplies.
- **\$80 for each prescription** – for non-Formulary brand name drugs.

BENEFITS FOR MEDICARE ELIGIBLE COVERED PERSONS

This section describes the benefits which will be provided for Medicare Eligible Covered Persons who are not affected by MSP laws, unless otherwise specified in this benefit booklet (see provisions entitled “Medicare Eligible Covered Persons” in the ELIGIBILITY SECTION of this benefit booklet).

The benefits and provisions described throughout this benefit booklet apply to you, however, in determining the benefits to be paid for your Covered Services, consideration is given to the benefits available under Medicare.

The process used in determining benefits under the Health Care Plan is as follows:

1. determine what the payment for a Covered Service would be following the payment provisions of this coverage and
2. deduct from this resulting amount the amount paid or payable by Medicare. (If you are eligible for Medicare, the amount that is available from Medicare will be deducted whether or not you have enrolled and/or received payment from Medicare.) The difference, if any, is the amount that will be paid under the Health Care Plan.

When you have a Claim, you must send the Claim Administrator a copy of your Explanation of Medicare Benefits (“EOMB”) in order for your Claim to be processed. In the event you are eligible for Medicare but have not enrolled in Medicare, the amount that would have been available from Medicare, had you enrolled, will be used.

EXCLUSIONS—WHAT IS NOT COVERED

Expenses for the following are not covered under your benefit program:

— **Hospitalization, services and supplies which are not Medically Necessary.**

No benefits will be provided for services which are not, in the reasonable judgment of the Claim Administrator, Medically Necessary. Medically Necessary means that a specific medical, health care or Hospital service is required, in the reasonable medical judgment of the Claim Administrator, for the treatment or management of a medical symptom or condition and that the service or care provided is the most efficient and economical service which can safely be provided.

Hospitalization is not Medically Necessary when, in the reasonable medical judgment of the Claim Administrator, the medical services provided did not require an acute Hospital Inpatient (overnight) setting, but could have been provided in a Physician's office, the Outpatient department of a Hospital or some other setting without adversely affecting the patient's condition.

Examples of hospitalization and other health care services and supplies that are not Medically Necessary include:

- Hospital admissions for or consisting primarily of observation and/or evaluation that could have been provided safely and adequately in some other setting, e.g., a Physician's office or Hospital Outpatient department.
- Hospital admissions primarily for diagnostic studies (x-ray, laboratory and pathological services and machine diagnostic tests) which could have been provided safely and adequately in some other setting, e.g., Hospital Outpatient department or Physician's office.
- Continued Inpatient Hospital care, when the patient's medical symptoms and condition no longer require their continued stay in a Hospital.
- Hospitalization or admission to a Skilled Nursing Facility, nursing home or other facility for the primary purposes of providing Custodial Care Service, convalescent care, rest cures or domiciliary care to the patient.
- Hospitalization or admission to a Skilled Nursing Facility for the convenience of the patient or Physician or because care in the home is not available or is unsuitable.
- The use of skilled or private duty nurses to assist in daily living activities, routine supportive care or to provide services for the convenience of the patient and/or his family members.

These are just some examples, not an exhaustive list, of hospitalizations or other services and supplies that are not Medically Necessary.

The Claim Administrator will make the decision whether hospitalization or other health care services or supplies were not Medically Necessary and therefore not eligible for payment under the terms of your health care plan. In most instances this decision is made by the Claim Administrator **AFTER YOU HAVE BEEN HOSPITALIZED OR HAVE RECEIVED OTHER HEALTH CARE SERVICES OR SUPPLIES AND AFTER A CLAIM FOR PAYMENT HAS BEEN SUBMITTED.**

The fact that your Physician may prescribe, order, recommend, approve or view hospitalization or other health care services and supplies as Medically Necessary does not make the hospitalization, services or supplies Medically Necessary and does not mean that the Claim Administrator will pay the cost of the hospitalization, services or supplies.

If your Claim for benefits is denied on the basis that the services or supplies were not Medically Necessary, and you disagree with the Claim Administrator's decision, your plan provides for an appeal of that decision. You must exercise your right to this appeal as a precondition to the taking of any further action against the Claim Administrator, either at law or in equity. To initiate your appeal, you must give the Claim Administrator written notice of your intention to do so within 180 days after you have been notified that your Claim has been denied by writing to:

Claim Review Section
Health Care Service Corporation
P.O. Box 2401
Chicago, Illinois 60690

You may furnish or submit any additional documentation which you or your Physician believe appropriate.

REMEMBER, EVEN IF YOUR PHYSICIAN PRESCRIBES, ORDERS, RECOMMENDS, APPROVES OR VIEWS HOSPITALIZATION OR OTHER HEALTH CARE SERVICES AND SUPPLIES AS MEDICALLY NECESSARY, THE CLAIM ADMINISTRATOR WILL NOT PAY FOR THE HOSPITALIZATION, SERVICES AND SUPPLIES IF IT DECIDES THEY WERE NOT MEDICALLY NECESSARY.

- Services or supplies that are not specifically mentioned in this benefit booklet.
- Services or supplies for any illness or injury arising out of or in the course of employment for which benefits are available under any Workers' Compensation Law or other similar laws whether or not you make a claim for such compensation or receive such benefits. However, this exclusion shall not apply if you are a corporate officer of any domestic or foreign corporation and are employed by the corporation and elect to withdraw yourself from the operation of the Illinois Workers' Compensation Act according to the provisions of the Act.
- Services or supplies that are furnished to you by the local, state or federal government and for any services or supplies to the extent payment or benefits are provided or available from the local, state or federal govern-

ment (for example, Medicare) whether or not that payment or benefits are received, except however, this exclusion shall not be applicable to medical assistance benefits under Article V or VI of the Illinois Public Aid Code (305 ILCS 5/5-1 et seq. or 5/6-1 et seq.) or similar Legislation of any state, benefits provided in compliance with the Tax Equity and Fiscal Responsibility Act or as otherwise provided by law.

- Services and supplies for any illness or injury occurring on or after your Coverage Date as a result of war or an act of war.
- Services or supplies that do not meet accepted standards of medical and/or dental practice.
- Investigational Services and Supplies and all related services and supplies, other than the cost of routine patient care associated with Investigational cancer treatment, if those services or supplies would otherwise be covered under the benefit booklet if not provided in connection with an approved clinical trial program.
- Custodial Care Service.
- Long Term Care Service.
- Respite Care Service, except as specifically mentioned under the Hospice Program.
- Inpatient Private Duty Nursing Service.
- Routine physical examinations, unless otherwise specified in this benefit booklet.
- Services or supplies received during an Inpatient stay when the stay is primarily related to behavioral, social maladjustment, lack of discipline or other antisocial actions which are not specifically the result of Mental Illness.
- Cosmetic Surgery and related services and supplies, except for the correction of congenital deformities or for conditions resulting from accidental injuries, scars, tumors or diseases.
- Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
- Charges for failure to keep a scheduled visit or charges for completion of a Claim form.
- Personal hygiene, comfort or convenience items commonly used for other than medical purposes, such as air conditioners, humidifiers, physical fitness equipment, televisions and telephones.
- Special braces, splints, specialized equipment, appliances, ambulatory apparatus, battery implants, except as specifically mentioned in this benefit booklet.
- Blood derivatives which are not classified as drugs in the official formularies.

- Eyeglasses, contact lenses or cataract lenses and the examination for prescribing or fitting of glasses or contact lenses or for determining the refractive state of the eye, except as specifically mentioned in this benefit booklet.
- Treatment of flat foot conditions and the prescription of supportive devices for such conditions and the treatment of subluxations of the foot.
- Routine foot care, except for persons diagnosed with diabetes.
- Immunizations, unless otherwise specified in this benefit booklet.
- Maintenance Occupational Therapy, Maintenance Physical Therapy and Maintenance Speech Therapy, except as specifically mentioned in this benefit booklet.
- Maintenance Care.
- Speech Therapy when rendered for the treatment of psychosocial speech delay, behavioral problems (including impulsive behavior and impulsivity syndrome), attention disorder, conceptual handicap or mental retardation.
- Hearing aids or examinations for the prescription or fitting of hearing aids, unless otherwise specified in this benefit booklet.
- Services and supplies to the extent benefits are duplicated because the spouse, parent and/or child are covered separately under this Health Care Plan.
- Diagnostic Service as part of routine physical examinations or check-ups, premarital examinations, determination of the refractive errors of the eyes, auditory problems, surveys, casefinding, research studies, screening, or similar procedures and studies, or tests which are Investigational, unless otherwise specified in this benefit booklet.
- Procurement or use of prosthetic devices, special appliances and surgical implants which are for cosmetic purposes, the comfort and convenience of the patient, or unrelated to the treatment of a disease or injury.
- Wigs (also referred to as cranial prostheses), unless otherwise specified in this benefit booklet.
- Services and supplies rendered or provided for human organ or tissue transplants other than those specifically named in this benefit booklet.
- Elective abortions.
- Reversals of sterilization.
- Services and supplies rendered or provided for the treatment of infertility including, but not limited to, Hospital services, Medical Care, therapeutic injections, fertility and other drugs, Surgery, artificial insemination and all forms of in-vitro fertilization.

COORDINATION OF BENEFITS SECTION

Coordination of Benefits (COB) applies when you have health care coverage through more than one group program. The purpose of COB is to insure that you receive all of the coverage to which you are entitled but no more than the actual cost of the care received. In other words, the total payment from all of your coverages together will not add up to be more than the total charges that you have incurred. It is your obligation to notify the Claim Administrator of the existence of such other group coverages. COB does not apply to the Outpatient Prescription Drug Program Benefit Section.

To coordinate benefits, it is necessary to determine what the payment responsibility is for each benefit program. This is done by following these rules:

1. The coverage under which the patient is the Eligible Person (rather than a dependent) is primary (that is, full benefits are paid under that program). The other coverage is secondary and only pays any remaining eligible charges.
2. When a dependent child receives services, the birthdays of the child's parents are used to determine which coverage is primary. The coverage of the parent whose birthday (month and day) comes before the other parent's birthday in the calendar year will be considered the primary coverage. If both parents have the same birthday, then the coverage that has been in effect the longest is primary. If the other coverage does not have this "birthday" type of COB provision and, as a result, both coverages would be considered either primary or secondary, then the provisions of the other coverage will determine which coverage is primary.
 - However, when the parents are separated or divorced and the parent with custody of the child has not remarried, the benefits of a contract which covers the child as a dependent of the parent with custody of the child will be determined before the benefits of a contract which covers the child as a dependent of the parent without custody;
 - when the parents are divorced and the parent with custody of the child has remarried, the benefits of a contract which covers the child as a dependent of the parent with custody shall be determined before the benefits of a contract which covers that child as a dependent of the stepparent, and the benefits of a contract which covers that child as a dependent of the stepparent will be determined before the benefits of a contract which covers that child as a dependent of the parent without custody.

Notwithstanding the items above, if there is a court decree which would otherwise establish financial responsibility for the medical, dental, or other health care expenses with respect to the child, the benefits of a contract which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any other contract which covers the child as a dependent child. It is the obligation of the person claiming benefits to

notify the Claim Administrator, and upon its request to provide a copy, of such court decree.

3. If neither of the above rules apply, then the coverage that has been in effect the longest is primary.

The only time these rules will not apply is if the other group benefit program does not include a COB provision. In that case, the other group program is automatically primary.

The Claim Administrator has the right in administering these COB provisions to:

- pay any other organization an amount which it determines to be warranted if payments which should have been made by the Claim Administrator have been made by such other organization under any other group program.
- recover any overpayment which the Claim Administrator may have made to you, any Provider, insurance company, person or other organization.

CONTINUATION OF COVERAGE AFTER TERMINATION (COBRA)

NOTE: Certain employers may not be affected by CONTINUATION OF COVERAGE AFTER TERMINATION (COBRA). See your employer or Group Administrator should you have any questions about COBRA.

Introduction

You are receiving this notice because you have recently become covered under your employer's group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage.

For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;

- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes enrolled in Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happen:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes enrolled in Medicare benefits (under Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

If the Plan provides health care coverage to retired employees, the following applies: Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When Is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, in the event of retired employee health coverage, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. Contact your employer and/or COBRA Administrator for procedures for this notice, including a description of any required information or documentation.

How Is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability Extension Of 18-Month Period Of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Contact your employer and/or the COBRA Administrator for procedures for this notice, including a description of any required information or documentation.

Second Qualifying Event Extension Of 18-Month Period Of Continuation Coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or

both), or gets divorced or legally separated or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights, should be addressed to your Plan Administrator. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U. S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed Of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Contact your employer for the name, address and telephone number of the party responsible for administering your COBRA continuation coverage.

HOW TO FILE A CLAIM

In order to obtain your benefits under this Health Care Plan, it is necessary for a Claim to be filed with the Claim Administrator. To file a Claim, usually all you will have to do is show your ID card to your Hospital or Physician (or other Provider). They will file your Claim for you. Remember however, it is your responsibility to insure that the necessary Claim information has been provided to the Claim Administrator.

Once the Claim Administrator receives your Claim, it will be processed and the benefit payment will usually be sent directly to the Hospital or Physician. You will receive a statement telling you how much was paid. In some cases the Claim Administrator will send the payment directly to you or if applicable, in the case of a Qualified Medical Child Support Order, to the designated representative as it appears on the Claim Administrator's records.

In certain situations, you will have to file your own Claims. This is primarily true when you are receiving services or supplies from Providers other than a Hospital or Physician. An example would be when you have had ambulance expenses. To file your own Claim, follow these instructions:

1. Complete a Claim Form. These are available from your Employee Benefits Department or from the Claim Administrator's office.
2. Attach copies of all bills to be considered for benefits. These bills must include the Provider's name and address, the patient's name, the diagnosis, the date of service and a description of the service and the Claim Charge.
3. Mail the completed Claim Form with attachments to:

Blue Cross and Blue Shield of Illinois
P. O. Box 805107
Chicago, Illinois 60680-4112

In any case, Claims should be filed with the Claim Administrator on or before December 31st of the calendar year following the year in which your Covered Service was rendered. (A Covered Service furnished in the last month of a particular calendar year shall be considered to have been furnished the succeeding calendar year.) **Claims not filed within the required time period will not be eligible for payment.**

Should you have any questions about filing Claims, ask your Employee Benefits Department or call the Claim Administrator's office.

FILING OUTPATIENT PRESCRIPTION DRUG CLAIMS

In certain situations, you will have to file your own Claims in order to obtain benefits for Outpatient prescription drugs. This is primarily true when you did not receive an identification card, the Pharmacy was unable to transmit a Claim or you received benefits from a non-Participating Prescription Drug Provider. To do so, follow these instructions:

1. Complete a prescription drug Claim Form. These forms are available from your Employee Benefits Department or from your the Claim Administrator's office.
2. Attach copies of all Pharmacy receipts to be considered for benefits. These receipts must be itemized.
3. Mail the completed Claim Form with attachments to:

Blue Cross and Blue Shield of Illinois
P.O. Box 64812
St. Paul, Minnesota 55164-0812

In any case, Claims must be filed no later than one year after the date a service is received. Claims not filed within one year from the date a service is received will not be eligible for payment.

CLAIMS PROCEDURES

The Claim Administrator will pay all Claims within 30 days of receipt of all information required to process a Claim. In the event that the Claim Administrator does not process a Claim within this 30-day period, you or the valid assignee shall be entitled to interest at the rate of 9% per year, from the 30th day after the receipt of all Claim information until the date payment is actually made. However, interest payment will not be made if the amount is \$1.00 or less. The Claim Administrator will notify you or the valid assignee when all information required to pay a Claim within 30 days of the Claim's receipt has not been received. (For information regarding assigning benefits, see "Payment of Claims and Assignment of Benefits" provisions in the GENERAL PROVISIONS section of this benefit booklet.)

If the Claim is denied in whole or in part, you will receive a notice from the Claim Administrator with: (1) the reasons for denial; (2) a reference to the health care plan provisions on which the denial is based; (3) a description of additional information which may be necessary to perfect the appeal, and (4) an explanation of how you may have the Claim reviewed by the Claim Administrator if you do not agree with the denial.

CLAIM REVIEW PROCEDURES

If your Claim has been denied in whole or in part, you may have your Claim reviewed. The Claim Administrator will review its decision in accordance with the following procedure.

Within 180 days after you receive notice of a denial or partial denial, write to the Claim Administrator. The Claim Administrator will need to know the reasons why you do not agree with the denial or partial denial. Send your request to:

Claim Review Section
Health Care Service Corporation
P.O. Box 2401
Chicago, Illinois 60690

You may also designate a representative to act for you in the review procedure. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative.

While the Claim Administrator will honor telephone requests for information, such inquiries will not constitute a request for review.

You and your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of a denial or partial denial. The Claim Administrator will give you a written decision within 60 days after it receives your request for review.

If you have any questions about the Claims procedures or the review procedure, write or call the Claim Administrator Headquarters. The Claim Administrator offices are open from 8:45 A.M. to 4:45 P.M., Monday through Friday.

Blue Cross and Blue Shield of Illinois
300 East Randolph
Chicago, IL 60601

If you have a Claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

GENERAL PROVISIONS

1. CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS

The Claim Administrator hereby informs you that it has contracts with certain Providers ("Administrator Providers") in its service area to provide and pay for health care services to all persons entitled to health care benefits under health policies and contracts to which the Claim Administrator is a party, including all persons covered under the Health Care Plan. Under certain circumstances described in its contracts with Administrator Providers, the Claim Administrator may:

- receive substantial payments from Administrator Providers with respect to services rendered to you for which the Claim Administrator was obligated to pay the Administrator Provider, or
- pay Administrator Providers substantially less than their Claim Charges for services, by discount or otherwise, or
- receive from Administrator Providers other substantial allowances under the Claim Administrator's contracts with them.

In the case of Hospitals and other facilities, the calculation of any out-of-pocket maximums or any maximum amounts of benefits payable by the Claim Administrator as described in this benefit booklet and the calculation of all required deductible and Coinsurance amounts payable by you as described in this benefit booklet shall be based on the Eligible Charge or Provider's Claim Charge for Covered Services rendered to you, reduced by the Average Discount Percentage ("ADP") applicable to your Claim or Claims. Your Employer has been advised that the Claim Administrator may receive such payments, discounts and/or other allowances during the term of the agreement between your Employer and the Claim Administrator. Neither the Employer nor you are entitled to receive any portion of any such payments, discounts and/or other allowances in excess of the ADP.

To help you understand how the Claim Administrator's separate financial arrangements with Providers work, please consider the following example:

- a. Assume you go into the Hospital for one night and the normal, full amount the Hospital bills for Covered Services is \$1,000. How is the \$1,000 bill paid?
- b. You personally will have to pay the deductible and Coinsurance amounts set out in your benefit booklet.
- c. However, for purposes of calculating your deductible and Coinsurance amounts, and whether you have reached any out-of-pocket or benefit maximums, the Hospital's Eligible Charge would be reduced by the ADP applicable to your Claim. In our example, if the applicable ADP were 30%, the \$1,000 Hospital bill would be reduced by 30% to \$700 for purposes of calculating your deductible and Coinsurance amounts, and whether you have reached any out-of-pocket or benefit maximums.

- d. Assuming you have already satisfied your deductible, you will still have to pay the Coinsurance portion of the \$1,000 Hospital bill after it has been reduced by the ADP. In our example, if your Coinsurance obligation is 20%, you personally will have to pay 20% of \$700, or \$140. You should note that your 20% Coinsurance is based on the full \$1,000 Hospital bill, after it is reduced by the applicable ADP.
- e. After taking into account the deductible and Coinsurance amounts, the Claim Administrator will satisfy its portion of the Hospital bill. In most cases, the Claim Administrator has a contract with Hospitals that allows it to pay less, and requires the Hospital to accept less, than the amount of money the Claim Administrator would be required to pay if it did not have a contract with the Hospital.

So, in the example we are using, since the full Hospital bill is \$1,000, your deductible has already been satisfied, and your Coinsurance is \$140, then the Claim Administrator has to satisfy the rest of the Hospital bill, or \$860. Assuming the Claim Administrator has a contract with the Hospital, the Claim Administrator will usually be able to satisfy the \$860 bill that remains after your Coinsurance and deductible, by paying less than \$860 to the Hospital, often substantially less than \$860. The Claim Administrator receives, and keeps for its own account, the difference between the \$860 bill and whatever the Claim Administrator ultimately pays under its contracts with Administrator Providers, and neither you nor your Employer are entitled to any part of these savings.

Other Blue Cross and Blue Shields' Separate Financial Arrangements with Providers

Blue Card

The Claim Administrator hereby informs you that other Blue Cross and Blue Shield Plans outside of Illinois ("Host Blue") may have contracts similar to the contracts described above with certain Providers ("Host Blue Providers") in their service area.

When you receive health care services through BlueCard outside of Illinois and from a Provider which does not have a contract with the Claim Administrator, the amount you pay for Covered Services is calculated on the lower of:

- The billed charges for your Covered Services, or
- The negotiated price that the Host Blue passes on to the Claim Administrator.

To help you understand how this calculation would work, please consider the following example:

- a. Suppose you receive covered medical services for an illness while you are on vacation outside of Illinois. You show your identification card to the provider to let him or her know that you are covered by the Claim Administrator.

- b. The provider has negotiated with the Host Blue a price of \$80, even though the provider's standard charge for this service is \$100. In this example, the provider bills the Host Blue \$100.
- c. The Host Blue, in turn, forwards the claim to the Claim Administrator and indicates that the negotiated price for the covered service is \$80. The Claim Administrator would then base the amount you must pay for the service – the amount applied to your deductible, if any, and your coinsurance percentage – on the \$80 negotiated price, not the \$100 billed charge.
- d. So, for example, if your coinsurance is 20%, you would pay \$16 (20% of \$80), not \$20 (20% of \$100). You are not responsible for amounts over the negotiated price for a covered service.

PLEASE NOTE: The coinsurance percentage in the above example is for illustration purposes only. The example assumes that you have met your deductible and that there are no copayments associated with the service rendered. Your deductible(s), Coinsurance and Copayment(s) are specified in this benefit booklet.

Often, this “negotiated price” will consist of a simple discount which reflects the actual price paid by the Host Blue. Sometimes, however, it is an estimated price that factors into the actual price increases or reductions to reflect aggregate payment from expected settlements, withholds, any other contingent payment arrangements and non-claims transactions with your health care provider or with a specified group of providers. The negotiated price may also be billed charges reduced to reflect an average expected savings with your health care provider or with a specified group of providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated price. The negotiated price will also be adjusted in the future to correct for over- or underestimation of past prices. However, the amount you pay is considered a final price.

Statutes in a small number of states may require the Host Blue to use a basis for calculating your liability for Covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate your liability calculation methods that differ from the usual BlueCard method noted above or require a surcharge, the Claim Administrator would then calculate your liability for any covered health care services in accordance with the applicable state statute in effect at the time you received your care.

Claim Administrator's Separate Financial Arrangements with Prescription Drug Providers

The Claim Administrator hereby informs you that it has contracts, either directly or indirectly, with Prescription Drug Providers (“Participating Prescription Drug Providers”) to provide prescription drug services to all persons entitled to prescription drug benefits under health policies and contracts to which the Claim Administrator is a party, including all persons covered under this Health Care Plan. Under its contracts with

Participating Prescription Drug Providers, the Claim Administrator may receive from these Providers discounts for prescription drugs dispensed to you. Neither the Employer nor you are entitled to receive any portion of any such payments, discounts and/or other allowances.

Claim Administrator's Separate Financial Arrangements with Pharmacy Benefit Managers

The Claim Administrator owns a significant portion of the equity of Prime Therapeutics LLC and informs you that the Claim Administrator has entered into one or more agreements with Prime Therapeutics LLC or other entities (collectively referred to as "Pharmacy Benefit Managers") to provide, on the Claim Administrator's behalf, Claim Payments and certain administrative services for your prescription drug benefits. Pharmacy Benefit Managers have agreements with pharmaceutical manufacturers to receive rebates for using their products. The Pharmacy Benefit Manager may share a portion of those rebates with the Claim Administrator. Neither the Employer nor you are entitled to receive any portion of such rebates as they are figured into the pricing of the product.

2. PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS

- a. Under this Health Care Plan, the Claim Administrator has the right to make any benefit payment either to you or directly to the Provider of the Covered Services. For example, the Claim Administrator may pay benefits to you if you receive Covered Services from a Non-Administrator Provider. The Claim Administrator is specifically authorized by you to determine to whom any benefit payment should be made.
- b. Once Covered Services are rendered by a Provider, you have no right to request the Claim Administrator not to pay the Claim submitted by such Provider and no such request will be given effect. In addition, the Claim Administrator will have no liability to you or any other person because of its rejection of such request.
- c. A Covered Person's claim for benefits under this Health Care Plan is expressly non-assignable and non-transferable in whole or in part to any person or entity, including any Provider, at anytime before or after Covered Services are rendered to a Covered Person. Coverage under this Health Care Plan is expressly non-assignable and non-transferable and will be forfeited if you attempt to assign or transfer coverage or aid or attempt to aid any other person in fraudulently obtaining coverage. Any such assignment or transfer of a claim for benefits or coverage shall be null and void.

3. YOUR PROVIDER RELATIONSHIPS

- a. The choice of a Provider is solely your choice and the Claim Administrator will not interfere with your relationship with any Provider.
- b. The Claim Administrator does not itself undertake to furnish health care services, but solely to make payments to Providers for the Covered Services received by you. The Claim Administrator is not in any event liable for any act or omission of any Provider or the agent or employee

of such Provider, including, but not limited to, the failure or refusal to render services to you. Professional services which can only be legally performed by a Provider are not provided by the Claim Administrator. Any contractual relationship between a Physician and an Administrator Provider shall not be construed to mean that the Claim Administrator is providing professional service.

- c. The use of an adjective such as Participating, Administrator or approved in modifying a Provider shall in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Provider. In addition, the omission, non-use or non-designation of Participating, Administrator, approved or any similar modifier or the use of a term such as Non-Administrator or Non-Participating should not be construed as carrying any statement or inference, negative or positive, as to the skill or quality of such Provider.
- d. Each Provider provides Covered Services only to you and does not deal with or provide any services to your Employer (other than as an individual Covered Person) or your Employer's ERISA Health Benefit Program.

4. NOTICES

Any information or notice which you furnish to the Claim Administrator under the Health Care Plan as described in this benefit booklet must be in writing and sent to the Claim Administrator at its offices at 300 East Randolph, Chicago, Illinois 60601 (unless another address has been stated in this benefit booklet for a specific situation). Any information or notice which the Claim Administrator furnishes to you must be in writing and sent to you at your address as it appears on the Claim Administrator's records or in care of your Employer and if applicable, in the case of a Qualified Medical Child Support Order, to the designated representative as it appears on the Claim Administrator's records.

5. LIMITATIONS OF ACTIONS

No legal action may be brought to recover under the Health Care Plan as described in this benefit booklet, prior to the expiration of sixty (60) days after a Claim has been furnished to the Claim Administrator in accordance with the requirements described in this benefit booklet. In addition, no such action shall be brought after the expiration of three (3) years after the time a Claim is required to be furnished to the Claim Administrator in accordance with the requirements described in this benefit booklet.

6. INFORMATION AND RECORDS

You agree that it is your responsibility to insure that any Provider, other Blue Cross and Blue Shield Plan, insurance company, employee benefit association, government body or program, any other person or entity, having knowledge of or records relating to (a) any illness or injury for which a Claim or Claims for benefits are made under the Health Care Plan, (b) any medical history which might be pertinent to such illness, injury, Claim or Claims, or (c) any benefits or indemnity on account of such illness or

injury or on account of any previous illness or injury which may be pertinent to such Claim or Claims, furnish to the Claim Administrator or its agent, and agree that any such Provider, person or other entity may furnish to the Claim Administrator or its agent, at any time upon its request, any and all information and records (including copies of records) relating to such illness, injury, Claim or Claims. In addition, the Claim Administrator may furnish similar information and records (or copies of records) to Providers, Blue Cross and Blue Shield Plans, insurance companies, governmental bodies or programs or other entities providing insurance-type benefits requesting the same. It is also your responsibility to furnish the Claim Administrator and/or your Employer or group administrator information regarding your or your dependents becoming eligible for Medicare, termination of Medicare eligibility or any changes in Medicare eligibility status in order that the Claim Administrator be able to make Claim Payments in accordance with MSP laws.

REIMBURSEMENT PROVISION

If you or one of your covered dependents incur expenses for sickness or injury that occurred due to negligence of a third party and benefits are provided for Covered Services described in this benefit booklet, you agree:

- a. the Claim Administrator has the rights to reimbursement for all benefits the Claim Administrator provided from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by you or your legal representative as a result of sickness or injury, in the amount of the total Eligible Charge or Provider's Claim Charge for Covered Services for which the Claim Administrator has provided benefits to you, reduced by any Average Discount Percentage ("ADP") applicable to your Claim or Claims.
- b. the Claim Administrator is assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits the Claim Administrator provided for that sickness or injury.

The Claim Administrator shall have the right to first reimbursement out of all funds you, your covered dependents or your legal representative, are or were able to obtain for the same expenses for which the Claim Administrator has provided benefits as a result of that sickness or injury.

You are required to furnish any information or assistance or provide any documents that the Claim Administrator may reasonably require in order to obtain our rights under this provision. This provision applies whether or not the third party admits liability. (See provisions of this benefit booklet regarding "Claim Administrator's Separate Financial Arrangements with Providers.")

**EMPLOYEE RETIREMENT INCOME
SECURITY ACT OF 1974
PLAN ADMINISTRATION INFORMATION**

NAME OF PLAN: Utilities, Inc., Et Al Employee Benefit Plan

PLAN SPONSOR:

Name: Utilities, Inc.

Address: 2335 Sanders Road
Northbrook, IL 60062
(847) 498-6440

EMPLOYER IDENTIFICATION NUMBER: 36-2588579

PLAN NUMBER: 504

PLAN ADMINISTRATOR:

Name: Utilities, Inc.

Address: 2335 Sanders Road
Northbrook, IL 60062

Telephone Number: (847) 498-6440

TYPE OF PLAN:

Welfare Benefit Plan

TYPE OF PLAN ADMINISTRATION:

CLAIM ADMINISTRATION: Claims for benefits should be directed to:

Blue Cross and Blue Shield of Illinois
300 East Randolph
Chicago, IL 60601

AGENT FOR SERVICE OF LEGAL PROCESS:

Winston and Strawn
35 West Wacker Drive
Chicago, IL 60601-9703

ELIGIBILITY: Benefits under this Plan begin 30 days after date of hire.

BENEFITS AND ADMINISTRATION:

Minimum Maternity Benefits

Group health plans and health insurance issuers offering group insurance coverage generally may not, under Federal law, restrict benefits for any hospital

length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay in excess of the above periods.

LOSS OF BENEFITS: The provisions regarding termination of coverage and limitations and exclusions of benefits which may result in reduction or loss of benefits are explained in this booklet.

CONTRIBUTIONS: Utilities, Inc. pays a significant portion of the cost towards a member's health insurance coverage under the terms of the Plan. Members are required to pay a portion of the cost for this Plan. The actual amount paid by the member is subject to change and will be announced by the Company.

PLAN YEAR: The Plan year begins on January 1st and ends on December 31st.

HOW TO GET YOUR BENEFITS:

This information is explained in the section of this booklet entitled "HOW TO FILE A CLAIM."

CLAIMS PROCEDURE:

This information is explained in the section of this booklet entitled "HOW TO FILE A CLAIM."

CLAIM REVIEW PROCEDURE:

This information is explained in the section of this booklet entitled "HOW TO FILE A CLAIM."

STATEMENT OF ERISA RIGHTS:

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits:

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan descrip-

tion. The Plan Administrator may make a reasonable charge for the copies.

- c. Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage:

- a. Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this booklet and the documents governing the plan on the rules governing your COBRA continuation coverage rights.
- b. Reduction or elimination of exclusionary periods of coverage for Pre-existing Conditions under your group health plan, if you have Creditable Coverage from another plan. You should be provided a certificate of Creditable Coverage, free of charge from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of Creditable Coverage, you may be subject to a preexisting exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries:

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit under the plan or exercising your rights under ERISA.

Enforce Your Rights:

If your Claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a Claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen the plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your Claim is frivolous.

Assistance with Your Questions:

If you have any questions about the plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue, N. W., Washington, D. C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ASO-1

Effective Date: January 1, 2009

Medical and Prescription Benefit Booklet Rider
Plan No. P17022 (PPO Plan A)
Summary of Changes
Effective January 1, 2010

General Note:

This plan is available to all benefits eligible employees regardless of hire date.

The following changes to the Summary of Benefits were made on January 1, 2010:

Plan Name:

“Plan 1” will now be referred to as “Plan A”

Deductible

Network: \$400(single)/\$1,200(family)

Non-Network: \$800(single)/\$2,400(family)

Out of Pocket Maximum

Network: \$1,750(single)/\$5,250(family) network and

Non-Network: \$3,500(s)/\$10,500(family) non-network

Inpatient Hospital

Network: \$100 copay per day (\$300 max. per cal. yr.);
thereafter, 80% after the deductible network

Non-Network:\$100 copay per day (\$300 max. per cal. yr.);
thereafter, 60% after the deductible non-network

Rx Drugs

Retail

\$10 Generic

25% Formulary (\$25 min/\$75 max copay)

50% Non-Formulary (\$25 min/\$75 max copay)

Mail Order

\$20 Generic

25% Formulary (\$50 min/\$150 max. copay)

50% Non-Formulary (\$50 min/\$150 max. copay)

Clinical Pharmacy Additions

Mandatory specialty pharmacy

Mail order program mandatory for all maintenance medications

Prior authorization for narcolepsy, ADD/ADHD (adults), retinoids, Kuvan and Solodyn

Medical and Prescription Benefit Booklet Rider
Plan No. P17023 (PPO Plan B)
Summary of Changes
Effective January 1, 2010

General Note:

This plan is available to all benefits eligible employees regardless of hire date.

The following changes to the Summary of Benefits were made on January 1, 2010:

Plan Name:

“Plan 2” will now be referred to as “Plan B”

Deductible

Network: \$750(single)/\$2,250(family)

Non-Network: \$1,500(single)/\$4,500(family)

Out of Pocket Maximum

Network: \$2,250(single)/\$6,750(family) network and

Non-Network: \$4,500(s)/\$13,500(family) non-network

Emergency Room

\$100 copay; thereafter, 80 after deductible

Inpatient Hospital

Network: \$100 copay per day (\$300 max. per cal. yr.);
thereafter, 80% after the deductible network

Non-Network:\$100 copay per day (\$300 max. per cal. yr.);
thereafter, 60% after the deductible non-network

Rx Drugs

Retail

\$10 Generic

25% Formulary (\$25 min/\$75 max copay)

50% Non-Formulary (\$25 min/\$75 max copay)

Mail Order

\$20 Generic

25% Formulary (\$50 min/\$150 max. copay)

50% Non-Formulary (\$50 min/\$150 max. copay)

Clinical Pharmacy Additions

Mandatory specialty pharmacy

Mail order program mandatory for all maintenance medications

Prior authorization for narcolepsy, ADD/ADHD (adults), retinoids, Kuvan and Solodyn

23. List all properties leased to the utility and improvements to leased properties, together with annual lease payments which are capitalized.

Response: Witness –Brian Shrake: WSC of Kentucky has no Capitalized Leases

24. Provide a calculation of federal and state income tax expense, including a reconciliation of book to taxable income for 2009 and 2010 in the format provided in Schedule 24.

Response: Witness –Brian Shrake Enclosed please find 12/31/09 calculations of federal and state income tax expense as well as book to tax reconciliations. Please note that the Company only calculates taxes once a year at year end. A 2010 tax return has not been prepared or filed yet. We will provide the 12/31/10 tax calculations as soon as they become available

**WATER SERVICE CORPORATION OF KENTUCKY
 FIRST DATA REQUEST OF COMMISSION STAFF
 RESPONSE TO ITEM (24)**

	<u>Federal Taxes</u>	<u>State Taxes</u>
Line (7), Other Reconciling Items:		
Deferred maintenance - CY amortization	37,480	37,480
Deferred maintenance - CY Additions	(40,921)	(40,921)
Deferred rate case - CY additions	(129,285)	(129,285)
Deferred rate case C/Y amortization	38,302	38,302
Organization expense - amortization	(81.00)	(81)
Bad Debt	26,052	26,052
Total	<u>(68,453)</u>	<u>(68,453)</u>

Line (26), Other Tax Deferrals:

Net change in Deferred Maintenance - CY	12,939	2864
Turnaround Of Pr Yr's Def Maint	(11,851)	(2,624)
Net change in rate case - CY	40,880	9,050
Turnaround Of Pr Yr's Rate Case	(12,111)	(2,681)
Organization expense - amortization	26	6
Net Change Bad debt CY	(8,238)	(1,824)
Total	<u>21,645</u>	<u>. 4,791</u>

Water Service Corporation of Kentucky
Case No. 2008-00563
Adjusted Jurisdictional Federal Income Taxes
For the 12 Months Ended 12/31/07

Schedule 24
Page 1 of 1
Witness Responsible:
Lena Georgiev

Line No	Description	At Current Rates			At Proposed Rates	
		Unadjusted	Schedule 49 Adjustments	Adjusted	Adjustments	Adjusted
		(1)	(2)	(3)	(4)	(5)
					**	**
1	Operating Income Before Income Taxes	\$ (294,098)	\$ -	\$ (294,098)		
2	Reconciliation Items:	-	-	-		
3	Interest Charges	-	-	-		
4	Tax Accelerated Depreciation	312,298	-	312,298		
5	Book Depreciation	155,782	-	155,782		
6	Excess of Tax Over Book Depreciation	156,516	-	156,516		
7	Other Reconciling Items (Specify and List)	68,453	-	68,453		
8	Total Reconciling Items	224,969	-	224,969		
9	Taxable Income	(519,067)	-	(519,067)		
10	Income Tax Rates:					
11	Federal: 34%	(176,483)	-	(176,483)		
12	State: 6.9%	-	-	-		
13	Federal (State) Income Tax Liability	(176,483)	-	(176,483)		
14	Investment Tax Credits	-	-	-		
15	Federal (State) Income Tax - Current	(176,483)	-	(176,483)		
16	Deferred Income Taxes:					
17	Tax Accelerated Depreciation	312,298	-	312,298		
18	Tax Straight Line Depreciation	155,782	-	155,782		
19	Excess of Accelerate Over Straight Line Depreciation	156,516	-	156,516		
20	Deferred Income Tax	49,490	-	49,490		
21	Amortization of Prior Years Deferred Income Taxes	-	-	-		
22	Net Deferred Income Taxes Resulting From Depreciation	-	-	-		
23	Investment Tax Credit Deferred	-	-	-		
24	Amortization of Prior Year ITC	-	-	-		
25	Investment Tax Credit - Net	-	-	-		
26	Other Tax Deferrals (Specify and List)	21,645	-	21,645		
27	Total Deferred Income Taxes	71,135	-	71,135		
28	Total Federal (State) Income Taxes	(105,347)	-	(105,347)		

** Please note: the effect on federal and state taxes of the proposed rate increase is provided in DR 1 item 3, w/p g - income tax.

Water Service Corporation of Kentucky
Case No. 2008-00563
Adjusted Jurisdictional State Income Taxes
For the 12 Months Ended 12/31/09

Schedule 24
Page 1 of 1
Witness Responsible:
Brian Shrake

Line No	Description	At Current Rates			At Proposed Rates	
		Unadjusted	Schedule 49 Adjustments	Adjusted	Adjustments	Adjusted
		(1)	(2)	(3)	(4)	(5)
				**	**	
1	Operating Income Before Income Taxes	\$ (294,098)	\$ -	\$ (294,098)		
2	Reconciliation Items:	-	-	-		
3	Interest Charges	-	-	-		
4	Tax Accelerated Depreciation	312,298	-	312,298		
5	Book Depreciation	155,782	-	155,782		
6	Excess of Tax Over Book Depreciation	156,516	-	156,516		
7	Other Reconciling Items (Specify and List)	68,453	-	68,453		
8	Total Reconciling Items	224,969	-	224,969		
9	Taxable Income	(519,067)	-	(519,067)		
10	Income Tax Rates:					
11	Federal: 34%	-	-	-		
12	State: 7%	-	-	-		
13	Federal (State) Income Tax Liability	-	-	-		
14	Investment Tax Credits	-	-	-		
15	Federal (State) Income Tax - Current	-	-	-		
16	Deferred Income Taxes:					
17	Tax Accelerated Depreciation	312,298	-	312,298		
18	Tax Straight Line Depreciation	155,782	-	155,782		
19	Excess of Accelerate Over Straight Line Depreciation	156,516	-	156,516		
20	Deferred Income Tax	10,956	-	10,956		
21	Amortization of Prior Years Deferred Income Taxes	-	-	-		
22	Net Deferred Income Taxes Resulting From Depreciation	-	-	-		
23	Investment Tax Credit Deferred	-	-	-		
24	Amortization of Prior Year ITC	-	-	-		
25	Investment Tax Credit - Net	-	-	-		
26	Other Tax Deferrals (Specify and List)	4,791	-	4,791		
27	Total Deferred Income Taxes	15,747	-	15,747		
28	Total Federal (State) Income Taxes	15,747	-	15,747		

** Please note: the effect on federal and state taxes of the proposed rate increase is provided in DR 1 item 3, w/p g - income tax.

LINE #	SOU RCE	Company Number	110 05	111 06	112 07	113 08	114 09	116 11	117 12	118 13	119 14	120 15	121 16
			Apple Caman	Camelot	Charmar	Cherry Hill	Clarendon	County Line	Del Mar	Ferson Creek	Galena	Kilmer	Lake Holiday
37													
38			(117)								(65)		
39			(504)								(236)		
40													
41													
42													
43													
44													
45													
46													
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59 a													
59 b													
60 a													
60 b													
61													
62													
63													
64													
65													
7610 / 4661													
7605 / 4659													
7600 / 4427													
7595 / 4387													

Deferred Tax on Individual Cos:
 Tap Fees State
 Tap Fees Federal
 Net Chg Def Maint-Cur Yr-S
 Net Chg Def Maint-Cur Yr-F
 Turnaround Of Pr Yrs Def Maint-S
 Turnaround Of Pr Yrs Def Maint-F
 Net Chg Rate Case/Rates-Cur Yr-S
 Net Chg Rate Case/Rates-Cur Yr-F
 Turnaround Of Pr Yrs Rate Case-S
 Turnaround Of Pr Yrs Rate Case-F
 UI Miscellaneous-S
 UI Miscellaneous-F
 UI Miscellaneous-ACRS
 Organization Expense-S
 Organization Expense-F
 Software Amortization-S
 Software Amortization-F
 AFUDC Debt/RC263 - S
 AFUDC Debt/RC263 - F
 Net Chg Bad Debt Res Cur Yr-S
 Net Chg Bad Debt Res Cur Yr-F
 Reservation Cap Fee (UIL) Net-S
 Reservation Cap Fee (UIL) Net-F
 Depreciation -S
 Depreciation-F
 State Tax Rate - Current Year
 Federal Tax Rate - Current Year
 Tax Provision by Co.
 Current SIT
 Current FIT
 Deferred SIT
 Deferred FIT
 Total Tax Provision

CALCULATION OF TAXABLE INCOME

12/31/2009
preliminary

Company Number

LINE #	SOU FCE	257	258	259	260	261	262	189	190	191	192	452
		104	105	106	107	108	109	120	121	122	123	133
		Bayside	South Gate	Labrador	Pembroke	Hutchinson Island	Sandy Creek	North Topsail	Carolina Pines	Bradfield Farms	Nero	Skv Ranch
		Income										
37		0	(31)	0	(9)	0	0	(26,275)	(466)	0	0	0
38		0	(180)	0	(55)	0	0	(120,539)	(2,137)	0	0	0
39												
40												
41												
42												
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55												
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57												
58												
59 a												
59 b												
60 a												
60 b												
61												
62												
63												
64												
65												
7610 / 4661												
7605 / 4659												
7600 / 4427												
7595 / 4387												

Deferred Tax on Individual Cos:
 Tap Fees State
 Tap Fees Federal
 Net Chg Def Maint-Cur Yr-S
 See W/P
 Net Chg Def Maint-Cur Yr-F
 See W/P
 Turnaround Of Pr Yr's Del Maint-S
 See W/P
 Turnaround Of Pr Yr's Del Maint-F
 See W/P
 Net Chg Rate Case/Rates-Cur Yr-S
 See W/P
 Net Chg Rate Case/Rates-Cur Yr-F
 See W/P
 Turnaround Of Pr Yr's Rate Case-S
 See W/P
 Turnaround Of Pr Yr's Rate Case-F
 See W/P
 UI Miscellaneous-S
 L-23 x L-64
 UI Miscellaneous-F
 L-23 x L-65
 UI Miscellaneous-ACRS
 L-24 x L-65
 Organization Expense-S
 L-27 x L-65
 Organization Expense-F
 Software Amortization-S
 Software Amortization-F
 Software Amortization-S
 AFUDC Debt/RC263 - S
 AFUDC Debt/RC263 - F
 Net Chg Bad Debt Res Cur Yr-S
 L-25 x L-65
 Net Chg Bad Debt Res Cur Yr-F
 L-27ab x L-64
 Reservation Cap Fee (UIL) Net-S
 L-27ab x L-64
 Reservation Cap Fee (UIL) Net-F
 ACRS W/P
 Depreciation - S
 ACRS W/P
 Depreciation-F
 State Tax Rate - Current Year
 Federal Tax Rate - Current Year

Tax Provision by Co.
 Current SIT
 Current FIT
 Deferred SIT
 Deferred FIT
 Total Tax Provision

12/31/2009
 preliminary

Company Number

100

104

900

LINE #	SOU RCE	Add / Subt from Income	Bio Tech	SUBTOTAL	Consol. Entries	TOTAL OPERATING	Adjustments	TOTAL PER C98
37		Deferred Tax on Individual Co's:		(294,325)		(294,325)		(294,325)
38		Tap Fees State		(3,274,837)		(3,274,837)		(3,274,837)
39		Tap Fees Federal						
42			(5)	5,930	0	5,930		5,930
43		Net Chg Def Maint-Cur Yr-S	(33)	412,798	0	412,798		412,798
44		Net Chg Def Maint-Cur Yr-F		(25,391)	0	(25,391)		(25,391)
45		Turnaround Of Pr Yr's Del Maint-S		(156,308)	0	(156,308)		(156,308)
46		Turnaround Of Pr Yr's Del Maint-F			0			
47				94,974	0	94,974		94,974
48		Net Chg Rate Case/Rates-Cur Yr-S		683,267	0	683,267		683,267
49		Net Chg Rate Case/Rates-Cur Yr-F		(91,715)	0	(91,715)		(91,715)
50		Turnaround Of Pr Yr's Rate Case-S		(731,810)	0	(731,810)		(731,810)
51		Turnaround Of Pr Yr's Rate Case-F			0			
52				(85,342)	0	(85,342)		(85,342)
53		UI Miscellaneous-S		(368,465)	0	(368,465)		(368,465)
54		UI Miscellaneous-F		0	0	0		0
55		UI Miscellaneous-ACRS		0	0	0		0
56		Organization Expense-s		48,575	0	48,575		48,575
57		Organization Expense-F		255,341	0	255,341		255,341
58		Software Amortization-S		0	0	0		0
		Software Amortization-F		0	0	0		0
		AFUDC Deb/IRC263 - S		0	0	0		0
		AFUDC Deb/IRC263 - F		0	0	0		0
59 a		Net Chg Bad Debt Res Cur Yr-S		(48,582)	0	(48,582)		(48,582)
59 b		Net Chg Bad Debt Res Cur Yr-F		(275,546)	0	(275,546)		(275,546)
60 a		Reservation Cap Fee (JIL) Net-S		4,500	0	4,500		4,500
60 b		Reservation Cap Fee (JIL) Net-F		20,327	0	20,327		20,327
61		Depreciation -S		#VALUE!		#VALUE!		#VALUE!
62		Depreciation-F		#VALUE!		#VALUE!		#VALUE!
63								
64		State Tax Rate - Current Year			6.40%			6.00%
65		Federal Tax Rate - Current Year			34.00%			34.00%
		Tax Provision by Co.						
7610 / 4661		Current SIT		#VALUE!	640	#VALUE!	59,255	#VALUE!
7605 / 4659		Current FIT		#VALUE!	3,182	#VALUE!	315,631	#VALUE!
7600 / 4427		Deferred SIT		#VALUE!	0	#VALUE!	0	#VALUE!
7595 / 4387		Deferred FIT		#VALUE!	0	#VALUE!	0	#VALUE!
		Total Tax Provision		#VALUE!	3,822	#VALUE!	374,886	#VALUE!
				#VALUE!	0	#VALUE!	0	#VALUE!
				#VALUE!	(939,958)	#VALUE!	(374,886)	#VALUE!

25.
 - a. State the date that Water Service adopted Statement of Financial Accounting Standards (“SFAS”) No. 106, “Employers’ Accounting for Postretirement Benefits Other Than Pensions.”
 - b. State the effect of Water Service’s adoption of SFAS No. 106 on Water Service’s financial statements.
 - c. Describe how Water Service’s implementation of SFAS No. 106 affected its test-period operations.

Response: Witness –Brian Shrake: SFAS No. 106 is not applicable to WSC of Kentucky.

26. a. State the date that Water Service adopted SFAS No. 109, "Accounting for Income Taxes."
- b. State the effect of Water Service's adoption of SFAS No. 109 on Water Service's financial statements.
- c. Describe how Water Service's implementation of SFAS No. 109 affected its test-period operations.

Response: Witness –Brian Shrake”

- a. UI adopted SFAS No. 109 in 1992.
- b. The adoption of SFAS 109 had no material impact on the company's financial position or results.
- c. The adoption of SFAS 109 had no material impact on the company's financial position or results during the test period.

27. a. State the date that Water Service adopted SFAS No. 112, “Employers’ Accounting for Postretirement Benefits.”
- b. State the effect of Water Service’s adoption of SFAS No. 112 on Water Service’s financial statements.
- c. Describe how Water Service’s implementation of SFAS No. 112 affected the test-period.

Response: Witness –Brian Shrake.

- a. UI adopted SFAS No. 112 in 1992.
- b. The adoption of SFAS 112 had no material impact on the company’s financial position or results.
- c. The adoption of SFAS 112 had no material impact on the company’s financial position or results during the test period.

- 28.
- a. State the date that Water Service adopted SFAS No. 143, "Accounting for Asset Retirement Obligations."
 - b. State the effect of Water Service's adoption of SFAS No. 143 on Water Service's financial statements.
 - c. Describe how Water Service's implementation of SFAS No. 143 affected its test-period operations.
 - d. Provide a schedule comparing the depreciation rates that Water Service used prior to and after its adoption of SFAS No. 143. The schedule should identify the assets corresponding to the affected depreciation rates.

Response: Witness –Brian Shrake:

- a. UI adopted SFAS No. 143 in 2003.
- b. The adoption of SFAS 143 had no material impact on the company's financial position or results.
- c. The adoption of SFAS 143 had no material impact on the company's financial position or results during the test period.
- d. There are no differences in depreciation rates In WSC of Kentucky due to the adoption of SFAS 143

29. Provide a copy of each service agreement or contract that Water Service has with each affiliate company. Describe the pricing policies of Water Service and its affiliates regarding affiliate company transactions.

Response: Witness –Brian Shrake:

Please see the attached PDF “DR 1-29 Water Service Company of Kentucky Agreement”

AGREEMENT

Agreement dated December 19, 2007 between Water Service Corp., a Delaware corporation (hereinafter called the "**Service Company**") and Water Service Corporation of Kentucky (hereinafter called the "**Operating Company**");

WHEREAS, both the Service Company and the Operating Company are subsidiaries of or affiliated with Utilities, Inc., an Illinois corporation (hereinafter called the "**Parent**"); and

WHEREAS, the Service Company maintains an organization which includes among its officers and employees, persons who are familiar with the development, business and property of the Operating Company and are experienced in the conduct, management, financing, construction, accounting and operation of water and sewer properties and are qualified to be of great aid and assistance to the Operating Company through the services to be performed under this Agreement; and

WHEREAS, the Service Company has or proposes to enter into agreements similar to this Agreement with certain affiliated water and/or sewer companies (hereinafter referred to collectively as the "**Operating Companies**"); and

WHEREAS, the services to be rendered under this Agreement are to be rendered at cost and without profit to the Service Company;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

The Service Company will furnish to the Operating Company, upon the terms and conditions hereinafter set forth, the following services:

- A. EXECUTIVE: The principal executive officers of the Service Company, such as the Chairman of the Board, President and Vice Presidents, and Treasurer will assist and advise the Operating Company in respect to corporate, financial, operating, engineering, organization, regulatory, and other

problems. They will keep themselves informed in regard to the operation, maintenance and financial condition of, and other matters relating to, the Operating Company through contacts with the officers, directors and other representatives of the Operating Company. Such officers of the Service Company will visit the property of the Operating Company when necessary to the proper furnishing of the services provided for in this Agreement. They will also supervise the personnel of the Service Company to the end that services under this Agreement shall be performed efficiently, economically and satisfactorily to the Operating Company.

- B. ENGINEERING: The Service Company will supply engineering services as required in all areas of design, construction, operation and management of the Operating Company.
- C. OPERATING: The Service Company will furnish competent personnel to perform and/or control all normal operating functions, including pumping, treatment, and distribution as well as maintenance of all equipment and facilities. These responsibilities will include testing and record keeping to insure compliance with all state and local regulatory agency requirements.
- D. ACCOUNTING: The Service Company will provide total accounting service, including bookkeeping, payroll, tax determination, financial statement preparation, budgets, credit, P.S.C. annual reports, etc. Periodic analyses will be made for purposes of planning and measurement of efficiency.
- E. LEGAL: The Service Company will employ general counsel as necessary to advise and assist it in the performance of the services herein provided for and to aid the operating company in all matters where such assistance may be desired.
- F. BILLING AND CUSTOMER RELATIONS: The Service Company will handle all billing and collections. It will serve as the link between the customer and

the Operating Company in all areas such as new accounts, deposits, meter reading, inquiries, and complaints.

- G. CONSTRUCTION: The Service Company will perform directly or supervise all construction, including customer connections, meter installations, main extensions, plant expansions, or capital additions of any nature as required by the Operating Company.
- H. ALL OTHER SERVICES AS PROVIDED FOR IN APPENDIX A: In addition to items (A) through (G), the Service Company will employ or provide personnel to perform the attached services, or in the instance of assets. Liabilities, and associated non-cash items, has incurred costs associated with providing service to the corporate headquarters, regional areas, or to all operating companies as a whole. The allocated costs from these services will be for costs attributable to all operating companies, costs attributable to the Service Company, or for costs that cannot, without excessive effort and expense, be directly identified and related to services rendered to a particular operating company.

In consideration for the services to be rendered by the Service Company as hereinabove provided, the Operating Company agrees to pay to the Service Company the cost of said services. Said cost shall not include a markup for profit. In addition, the Operating Company agrees to pay to the Service Company its share of the cost of the investment in the Service Company rate base, including depreciation, amortization, interest on debt and a return on the equity invested.

All costs of the Service Company, including salaries and other expenses, incurred in connection with services rendered by the Service Company for the Operating Companies which can, without excessive effort or expense, be identified and related to services rendered to a particular Operating Company, shall be charged directly to such company. Examples of such costs to be directly allocated include salary and other expenses incurred for specific projects such as rate cases, construction projects, legal proceedings, etc. Similarly, all such costs which may be identified and related to

services rendered to a particular group of the Operating Companies shall be charged directly to such group of the Operating Companies.

All such costs which, because of their nature, cannot, without excessive effort or expense, be identified and related to services rendered to a particular Operating Company, shall be allocated among all the Operating Companies, in the manner hereinafter set forth.

First, the allocable costs shall be distributed on a monthly basis, unless the Parent should elect to make a supplementary analysis for a special purpose.

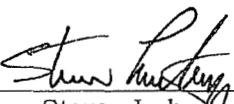
Secondly, these costs will be prorated on the basis of the proportion of active Equivalent Residential Customers ("ERCs") served by the Operating Company to the total number of active ERCs served by the Parent and its affiliates (including, without limitation, the Operating Company), determined as of the end of each month. For purposes of this Agreement, the number of ERCs attributable to each water and sewer connection maintained by the Parent and its affiliates (including, without limitation, the Operating Company) will be determined by applying the formulae set forth in Appendix B.

The Service Company will also at any time, upon request of the Operating Company, furnish to it any and all information required by the Operating Company or by any governmental authorities having jurisdiction over the Operating Company with respect to the services rendered by the Service Company hereunder, the cost thereof and the allocation of such cost among the Operating Companies. In the case of services in connection with construction, the Service Company will, to the extent practicable, furnish to the Operating Company such information as shall be necessary to permit the allocation of charges for such services to particular work orders.

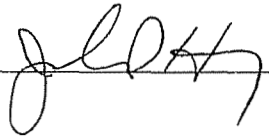
This Agreement shall be in full force and effect from the date as hereinabove mentioned and shall continue in full force and effect until termination by either of the parties hereto upon ninety days notice in writing.

IN WITNESS WHEREOF, the Service Company and the Operating Company have caused these presence to be signed in their respective corporate names by their respective Presidents or Vice Presidents, and attest by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

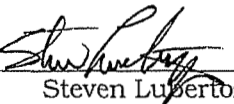
Water Service Corporation

BY  _____
Steven Lubertozi
Vice President and Chief Financial
Officer

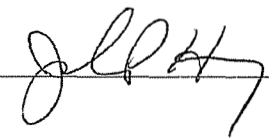
Attest

 _____

Water Service Corporation of Kentucky

BY  _____
Steven Lubertozi
Vice President and Chief Financial
Officer

Attest

 _____

AFFILIATE AGREEMENT
APPENDIX A

The following list includes expense accounts at the Water Service Corporation level which have dollars booked to them and allocated to all Utilities, Inc. operating companies at a business unit level:

JDE Object Number	Account Description
5505	Agency Expense
5525	Bill Stock
5530	Billing Computer Supplies
5535	Billing Envelopes
5540	Billing Postage
5545	Customer Service Printing
5625	401K/ESOP Contributions
5630	Dental Premiums
5635	Dental Ins Reimbursements
5640	Emp Pensions & Benefits
5645	Employee Ins Deductions
5650	Health Costs & Other
5655	Health Ins Reimbursements
5660	Other Emp Pensions/Benefits
5665	Pension Contributions
5670	Term Life Ins
5675	Term Life Ins - Opt
5680	Depend Life Ins - Opt
5685	Supplemental Life Ins
5690	Tuition
5700	Insurance - Vehicle
5705	Insurance - Gen Liab
5710	Insurance - Workers Comp
5715	Insurance - Other
5735	Computer Maintenance
5740	Computer Supplies
5745	Computer Amort & Prog Cost
5750	Internet Supplier
5755	Microfilming
5760	Website Development
5785	Advertising/Marketing
5790	Bank Service Charges
5795	Contributions
5800	Letter of Credit Fee
5805	License Fees
5810	Memberships
5815	Penalties/Fines
5820	Training Expense
5825	Other Misc Expense
5855	Answering Service
5855	Answering Service
5860	Cleaning Supplies
5865	Copy Machine
5870	Holiday Events/Picnics
5875	Kitchen Supplies
5880	Office Supply Stores
5885	Printing/Blueprints
5890	Publ Subscriptions/Tapes
5895	Shipping Charges
5900	Other Office Expenses
5930	Office Electric
5935	Office Gas
5940	Office Water
5945	Office Telecom
5950	Office Garbage Removal
5955	Office Landscape / Mow / Plow
5960	Office Alarm Sys Phone Exp
5965	Office Maintenance
5970	Office Cleaning Service
5975	Office Machine/Heat&Cool
5980	Other Office Utilities
5985	Telemetering Phone Expense
6005	Accounting Studies
6010	Audit Fees
6015	Employ Finder Fees
6020	Engineering Fees
6025	Legal Fees
6030	Management Fees
6035	Payroll Services
6040	Tax Return Review
6045	Temp Employ - Cleri
6050	Other Outside Serv
6075	Water Resource Conserve Exp
6090	Rent
6105	Salaries - System Project
6110	Salaries - Acctg/Finance
6115	Salaries - Admin
6120	Salaries - Officers/Skchldr
6125	Salaries - HR
6130	Salaries - MIS

The following list includes asset and liability accounts at the Water Service Corporation level which have dollars booked to them and allocated to all Utilities, Inc. operating companies

JDE Object Number	Subsidiary Number	Account Description
1030		Land & Land Rights Pump
1035		Land & Land Rights Wtr Tr
1040		Land & Land Rights Trans Dist
1045		Land & Land Rights Gen Plt
1175		Office Struct & Imprv
1180		Office Furn & Eqpt
1190		Tool Shop & Misc Eqpt
1205		Communication Eqpt
1260		Land & Land Rights Intang Plt
1265		Land & Land Rights Coll Plt
1270		Land & Land Rights Trtmnt Plt
1275		Land & Land Rights Reclaim Wip
1280		Land & Land Rights Rel Dst Plt
1285		Land & Land Rights Gen Plt
1455		Office Struct & Imprv
1460		Office Furn & Eqpt
1470		Tool Shop & Misc Eqpt
1485		Communication Eqpt
1575		Desktop Computer Wtr
1580		Mainframe Computer Wtr
1585		Mini Computers Wtr
1590		Comp Sys Cost Wtr
1595		Micro Sys Cost Wtr
1605		Desktop Computer Swr
1610		Mainframe Computer Swr
1615		Mini Computers Swr
1620		Comp Sys Cost Swr
1625		Micro Sys Cost Swr
1741		Other Plant In Process History
1745	00301	Wip-Cap Time Office Renovation
1745	00302	Wip-Cap Time Electrical
1745	00303	Wip-Cap Time Lab Expansion
1745	00304	Wip-Cap Time Computer Equipmnt
1745	00305	Wip-Cap Time Computer Software
1745	00306	Wip-Cap Time Radio Equipment
1746	00301	Wip - Interest During Constr
1746	00302	Wip - Interest During Constr
1746	00303	Wip - Interest During Constr
1746	00304	Wip - Interest During Constr
1746	00305	Wip - Interest During Constr
1746	00306	Wip - Interest During Constr
1747	00303	Wip - Labor/Installation
1747	00304	Wip - Labor/Installation
1747	00305	Wip - Labor/Installation
1748	00302	Wip - Equipment
1748	00303	Wip - Equipment
1748	00304	Wip - Equipment
1748	00306	Wip - Equipment
1749	00301	Wip - Material
1749	00302	Wip - Material
1749	00303	Wip - Material
1749	00304	Wip - Material
1749	00305	Wip - Material
1749	00306	Wip - Material
1750	00301	Wip - Electrical
1751	00301	Wip - Site Work
1752	00301	Wip - Contractor/Labor
1752	00302	Wip - Contractor/Labor
1753	00301	Wip - Architect/Designer
1753	00302	Wip - Architect/Designer
1753	00303	Wip - Architect/Designer
1754	00303	Wip - Building Addition
1755	00301	Wip - Furniture
1755	00302	Wip - Furniture
1756	00301	Wip - Heating/Air Condition
1756	00302	Wip - Heating/Air Condition
1757	00301	Wip - Interior Finish
1757	00302	Wip - Interior Finish
1758	00305	Wip - Modification/Convert
1759	00304	Wip - Remodeling
1769	00301	Wip - Transfer To Fixed Assets
1769	00302	Wip - Transfer To Fixed Assets
1769	00303	Wip - Transfer To Fixed Assets
1769	00304	Wip - Transfer To Fixed Assets
1769	00305	Wip - Transfer To Fixed Assets
1769	00306	Wip - Transfer To Fixed Assets
1771		Deferred Plant In Process History
1775	00401	Wip-Cap Time Water Tower Paint
1775	00402	Wip-Cap Time W/S Plt Paint
1775	00403	Wip-Cap Time Water Tank Paint
1775	00404	Wip-Cap Time Clean Sewer Line

AFFILIATE AGREEMENT
APPENDIX A

The following list includes expense accounts at the Water Service Corporation level which have dollars booked to them and allocated to all Utilities, Inc. operating companies at a business unit level.

JDE Object Number	Account Description
6135	Salaries - Leadership Ops
6140	Salaries - Regulatory
6145	Salaries - Customer Service
6185	Travel Lodging
6190	Travel Airfare
6195	Travel Transportation
6200	Travel Meals
6205	Travel Entertainment
6207	Travel Other
6355	Deferred Maint Expense
6360	Communication Expense
6365	Equipment Rentals
6385	Uniforms
6390	Weather/Hurricane Costs
6580	Deprec-Office Structure
6585	Deprec-Office Furn/Eqpt
6610	Deprec-Communication Eqpt
6615	Deprec-Misc Equipment
6820	Deprec-Office Structure
6825	Deprec-Office Furn/Eqpt
6850	Deprec-Communication Eqpt
6855	Deprec-Misc Equipment
6920	Deprec-Computer
7510	FICA Expense
7515	Federal Unemployment Tax
7520	State Unemployment Tax
7535	Franchise Tax
7540	Gross Receipts Tax
7545	Personal Property/ICT Tax
7550	Property/Other General Tax
7555	Real Estate Tax
7560	Sales/Use Tax Expense
7565	Special Assessments
7665	Extraordinary Gain/Loss
7670	Extraordinary Deductions
7680	Rental Income
7685	Interest Income
7690	Sale of Equipment

The following list includes asset and liability accounts at the Water Service Corporation level which have dollars booked to them and allocated to all Utilities, Inc. operating companies

JDE Object Number	Subsidiary Number	Account Description
1030		Land & Land Rights Pump
1775	00405	Wip-Cap Time Chng Filter Media
1775	00406	Wip-Cap Time Tv Sewer Main
1775	00407	Wip-Cap Time Sludge & Hauling
1775	00408	Wip-Cap Time W/S Plt Landscape
1776	00401	Wip - Interest During Constr
1776	00402	Wip - Interest During Constr
1776	00403	Wip - Interest During Constr
1776	00404	Wip - Interest During Constr
1776	00405	Wip - Interest During Constr
1776	00406	Wip - Interest During Constr
1776	00407	Wip - Interest During Constr
1776	00408	Wip - Interest During Constr
1777	00408	Wip - Engineering
1778	00401	Wip - Labor/Installation
1779	00401	Wip - Equipment
1779	00404	Wip - Equipment
1779	00406	Wip - Equipment
1780	00401	Wip - Material
1780	00402	Wip - Material
1780	00403	Wip - Material
1780	00404	Wip - Material
1780	00405	Wip - Material
1780	00406	Wip - Material
1780	00407	Wip - Material
1780	00408	Wip - Material
1781	00408	Wip - Site Work
1782	00401	Wip - Contractor/Labor
1782	00402	Wip - Contractor/Labor
1782	00403	Wip - Contractor/Labor
1782	00405	Wip - Contractor/Labor
1782	00406	Wip - Contractor/Labor
1783	00404	Wip - Grouting/Sealing
1784	00404	Wip - Jet Cleaning
1785	00407	Wip - Pump & Haul Sludge
1786	00404	Wip - Rental/Machine
1786	00405	Wip - Rental/Machine
1787	00402	Wip - Repair
1787	00403	Wip - Repair
1799	00401	Wip - Transfer To Fixed Assets
1799	00402	Wip - Transfer To Fixed Assets
1799	00403	Wip - Transfer To Fixed Assets
1799	00404	Wip - Transfer To Fixed Assets
1799	00405	Wip - Transfer To Fixed Assets
1799	00406	Wip - Transfer To Fixed Assets
1799	00407	Wip - Transfer To Fixed Assets
1799	00408	Wip - Transfer To Fixed Assets
1970		Acc Depr-Office Structure
1975		Acc Depr-Office Furn/Eqpt
1985		Acc Depr-Tool Shop & Misc Eqpt
2000		Acc Depr-Communication Eqpt
2215		Acc Depr-Office Structure
2220		Acc Depr-Office Furn/Eqpt
2230		Acc Depr-Tool Shop & Misc Eqpt
2245		Acc Depr-Communication Eqpt
2315		Acc Depr-Desktop Computer Wtr
2320		Acc Depr-Mainframe Comp Wtr
2325		Acc Depr-Mini Comp Wtr
2330		Comp Sys Amortization Wtr
2335		Micro Sys Amortization Wtr
2345		Acc Depr-Desktop Computer Swr
2350		Acc Depr-Mainframe Comp Swr
2355		Acc Depr-Mini Comp Swr
2360		Comp Sys Amortization Swr
2365		Micro Sys Amortization Swr
2950		Def Chgs-Landscaping
2955		Def Chgs-Customer Complaints
2960		Def Chgs-Tank Maint&Rep Wtr
2965		Def Chgs-Relocation Expenses
2970		Def Chgs-Attorney Fee
2975		Def Chgs-Hurricane/Storms Cost
2980		Def Chgs-Emp Fees
2985		Def Chgs-Other
3000		Def Chgs-Other Wtr & Swr
3005		Def Chgs-Voc Testing
3020		Def Chgs-Sludge Hauling
3025		Def Chgs-Pr Wash/Jet Swr Mains
3030		Def Chgs-Tv Sewer Mains
3040		Def Chgs-Tank Maint&Rep Swr
3080		Amort - Landscaping
3090		Amort - Customer Complaints

AFFILIATE AGREEMENT
APPENDIX A

The following list includes expense accounts at the Water Service Corporation level which have dollars booked to them and allocated to all Utilities, Inc operating companies at a business unit level

JDE Object Number Account Description

The following list includes asset and liability accounts at the Water Service Corporation level which have dollars booked to them and allocated to all Utilities, Inc operating companies

<u>JDE Object Number</u>	<u>Subsidiary Number</u>	<u>Account Description</u>
1030		Land & Land Rights Pump
3110		Amort - Tank Maint&Rep Wtr
3120		Amort - Relocation Exp
3125		Amort - Attorney Fee
3130		Amort - Hurricane/Storms
3135		Amort - Employee Fees
3140		Amort - Other
3155		Amort - Other Wtr & Swr
3160		Amort - Voc Testing
3175		Amort - Sludge Hauling
3180		Amort - Pr Wash/let Swr Mains
3185		Amort - Tv Sewer Mains
3195		Amort - Tank Maint&Rep Swr
4367		Accum Def Income Tax-Fed
4369		Def Fed Tax - Ciac Pre 1987
4371		Def Fed Tax - Tap Fee Post 2000
4373		Def Fed Tax - Idc
4375		Def Fed Tax - Rate Case
4377		Def Fed Tax - Def Maint
4379		Def Fed Tax - Other Operation
4381		Def Fed Tax - Sold Co
4383		Def Fed Tax - Orgn Exp
4385		Def Fed Tax - Bad Debt
4387		Def Fed Tax - Depreciation
4389		Def Fed Tax - Nol
4391		Def Fed Tax - Cont Prop
4393		Def Fed Tax - Amt
4395		Def Fed Tax - Pre Acers
4397		Def Fed Tax - Res Cap Fee
4417		Accum Def Income Tax - St
4419		Def St Tax - Ciac Pre 1987
4421		Def St Tax - Tap Fee Post 2000
4423		Def St Tax - Idc
4425		Def St Tax - Rate Case
4427		Def St Tax - Def Maint
4429		Def St Tax - Other Operation
4431		Def St Tax - Sold Co
4433		Def St Tax - Orgn Exp
4435		Def St Tax - Bad Debt
4437		Def St Tax - Depreciation
4439		Def St Tax - Nol
4441		Def St Tax - Cont Prop
4443		Def St Tax - Amt
4445		Def St Tax - Res Cap Fee

**AFFILIATE AGREEMENT
APPENDIX B**

The formula used to calculate all allocations is as follows:

Expenses:

Active ERC count for business unit/Active ERC count for all UI operating business units

Assets/Liabilities:

Active ERC count for company/Active ERC count for all UI operating companies

30. a. List and describe each good or service that has been provided to Water Service by an affiliated company.
- b. Describe the benefits that Water Service derives from having an affiliate provide the good or service identified in Item 3Q(a).
- c. List and describe each goods or service that Water Service provides to an affiliated company

Response: Witness –Brian Shrake

- a) Enclosed please find a copy of all goods and services provided by WSC to WSC KY
- b) There are numerous benefits derived from the services provided by WSC:

1. WSC KY has access to a large pool of human resources from which to draw upon. There are experts in various critical areas, such as construction, engineering operations, accounting, data processing, billing, regulation, customer service, etc. Affiliation with WSC affords WSC KY's customers UI's combination of expertise and level of experience in a cost effective manner. All of these services are essential to operations of WSC KY. Any charge that can be directly assigned to WSC KY will be charged as such, while other expenses that cannot be directly assigned "without excessive effort and expense" are allocated among the various UI subsidiaries. If WSC KY were to operate as a "stand-alone" company, it could not afford its own regulatory counsel, accountants, data processors, billing professionals, etc. WSC creates economies of scale which could not be achieved by any of the companies on "stand-alone" basis.
2. Capital is available for improvements and expansion at a favorable cost. With Increasingly more stringent health and environmental standards, ready access to capital will prove vital to continued quality service in the water and sewer utility business.
3. Affiliation can share software and computer costs, thereby saving them time and money by not having to hire consultants, and not having separate accounting and billing software systems for each individual company. Water Service's professional staff handles all areas of operations for WSC KY and all of UI's affiliated companies.

- c) WSC of KY does not provide services to any affiliated companies.

31.
 - a. Identify the electric utility that serves Water Service's facilities in Middlesboro.
 - b. Provide the monthly bills that were rendered to Water Service during the test period for electric service to its facilities in Middlesboro.
 - c. State the rate schedule(s) under which the electric utility provides electric service to Water Service facilities in Middlesboro. If service is provided under more than one rate schedule, list for each rate schedule the facilities that are served under that schedule.

Response Witness Brian Shrake:

- a. Middlesboro is served By Kentucky Utilities
- b. Please see attached PDF file DR 1-31b
- c. Please see attached Excel File DR 1-31c



an e-on company

Please see the Important Information section of this bill for details about your new account number.

OCT - 3 2009

Energy

Averages for Billing Period	This Year	Last Year
Average Temperature	71°	72°
Number of Days Billed	30	0
Electric/kwh per day	282.3	0.0

Customer Service: 1-800-383-5582 Mon-Fri 7AM-6PM(EST)
 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
 Telephone Payments: (800) 807-3596
 www.eon-us.com

DUE DATE	AMOUNT DUE
10/12/09	\$761.14

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Date: 10/26/09

BILLING SUMMARY

Previous Balance	724.29
Payment as of 09/28	(724.29)
Balance as of 09/28	0.00
Electric Charges	657.69
Unmetered Charges	23.77
Taxes and Fees	79.68
Utility Charges as of 09/28	761.14
Total Amount Due	761.14

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
 Customer Charge 10.00
 Energy Charge 566.68

Other Charges For Above Rates
 Fuel Adjustment (\$0.00113 x 8280 kwh) 9.36
 Electric DSM (\$0.00041 x 8280.00 kwh) 3.39
 Environmental Surcharge (11.580% x \$589.43) 68.26
Total Electric Charges \$657.69

Batch 65976

Doc 201135

UNMETERED CHARGES

Rate Type: 9.500L Open Bottom HPS Std RC-428
 Unit Charge (\$5.63 x 1 Light) 5.63

Rate Type: 50.000L Directional HPS RC-489
 Unit Charge (\$15.46 x 1 Light) 15.46

Other Charges For Above Rates
 Fuel Adjustment (\$0.00113 x 191 kwh) 0.21
 Environmental Surcharge (11.580% x \$21.30) 2.47
Total Unmetered Charges 23.77

345101.5465.10

Please see reverse side for additional charges.

Bring entire bill when paying in person.



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20836

Averages for Billing Period	This Year	Last Year
Average Temperature	57°	63°
Number of Days Billed	29	0
Electric/kwh per day	49.9	0.0

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
Account Name: CITY OF CLINTON LIFT STA
Service Address: Disposal Lift Sta
Next Read Will Occur: 11/19/09 - 11/25/09

BILLING SUMMARY

Previous Balance	87.68
Payment as of 10/22	(87.68)
Balance as of 10/22	0.00
Electric Charges	122.54
Unmetered Charges	7.58
Taxes and Fees	3.91
Utility Charges as of 10/22	134.03
Total Amount Due	134.03

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
Customer Charge 10.00
Energy Charge 96.36

RECEIVED

Other Charges For Above Rates
Fuel Adjustment (\$0.00180 x 1408 kwh)
Electric DSM (\$0.00041 x 1408.00 kwh)
Environmental Surcharge (11.940% x \$109.47)
Total Electric Charges \$122.54

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UNMETERED CHARGES

Rate Type: 9.500L Directional HPS RC-487
Unit Charge (\$6.70 x 1 Light) 6.70
Other Charges For Above Rates
Fuel Adjustment (\$0.00180 x 39 kwh) 0.07
Environmental Surcharge (11.940% x \$6.77) 0.81
Total Unmetered Charges 7.58

Please see reverse side for additional charges. Bring entire bill when paying in person.



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207837

Averages for Billing Period	This Year	Last Year
Average Temperature	57°	62°
Number of Days Billed	29	29
Electric/kwh per day	0.6	0.5

DUE DATE	AMOUNT DUE
11/04/09	\$14.17

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 333 S Washington St
 Next Read Will Occur: 11/20/09 - 11/30/09

BILLING SUMMARY

Previous Balance	14.12
Payment as of 10/23	(14.12)
Balance as of 10/23	0.00
Electric Charges	12.69
Taxes and Fees	1.48
Utility Charges as of 10/23	14.17
Total Amount Due	14.17

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C337971
Energy Charge	Actual Reading on 10/22 12148
	Previous Reading on 09/23 12129
Other Charges For Above Rates	Current kwh Usage 19
Fuel Adjustment (\$0.00180 x 19 kwh)	Meter Multiplier 1
Electric DSM (\$0.00041 x 19.00 kwh)	Metered kwh Usage 19
Environmental Surcharge (11.940% x \$11.34)	
Total Electric Charges	\$12.69

RECEIVED
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TAXES AND FEES

Rate Increase For School Tax (3.000% x \$12.69)	0.38
Franchise Fee-Clinton (2.37% x \$12.69)	0.30
Sales Tax (6.000% x \$13.37)	0.80
Total Taxes and Fees	\$1.48

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.71



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207839

Averages for Billing Period	This Year	Last Year
Average Temperature	57°	63°
Number of Days Billed	29	29
Electric/kwh per day	5.1	8.0

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
Account Name: WATER SERVICE CORP OF KY
Service Address: 100 E Jackson St Storage
Next Read Will Occur: 11/19/09 - 11/25/09

BILLING SUMMARY

Previous Balance	45.24
Payment as of 10/22	(45.24)
Balance as of 10/22	0.00
Electric Charges	23.06
Taxes and Fees	2.70
Utility Charges as of 10/22	25.76
Total Amount Due	25.76

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # L096422
Energy Charge	Actual Reading on 10/21 4846
	Previous Reading on 09/22 4696
Other Charges For Above Rates	Current kwh Usage 150
Fuel Adjustment (\$0.00180 x 150 kwh)	Meter Multiplier 1
Electric DSM (\$0.00041 x 150.00 kwh)	Metered kwh Usage 150
Environmental Surcharge (11.940% x \$20.60)	
Total Electric Charges	\$23.06

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$23.06)	0.69
Franchise Fee-Clinton (2.37% x \$23.06)	0.55
Sales Tax (6.000% x \$24.30)	1.46
Total Taxes and Fees	\$2.70

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$1.29

Please see reverse side for additional charges. Bring entire bill when paying in person.



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DUE DATE	AMOUNT DUE
11/03/09	\$7.12

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
Account Name: WATER SERVICE CORP OF KY
Service Address: 116 W Depot St
Next Read Will Occur: 11/19/09 - 11/25/09

BILLING SUMMARY

Previous Balance	7.07
Payment as of 10/22	(7.07)
Balance as of 10/22	0.00
Unmetered Charges	6.38
Taxes and Fees	0.74
Utility Charges as of 10/22	7.12
Total Amount Due	7.12

Averages for Billing Period	This Year	Last Year
Average Temperature	57°	63°
Number of Days Billed	29	0
Electric/kwh per day	1.3	0.0

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
Unit Charge (\$5.63 x 1 Light) RECEIVED

Other Charges For Above Rates
Fuel Adjustment (\$0.00180 x 39 kwh)
Environmental Surcharge (11.940% x \$5.70)
Total Unmetered Charges 6.38

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METER AND USAGE INFORMATION

UNMETERED	Service Type	Number of Lights	Number of Poles	Billing From	Period To	Usage kwh
OL	9,500L Open Bottom HPS Std RC-	1	n/a	09/23/09	10/21/09	39
				Total Usage		39

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.38)	0.19
Franchise Fee-Clinton (2.37% x \$6.38)	0.15
Sales Tax (6.000% x \$6.72)	0.40
Total Taxes and Fees	\$0.74



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Disc. State

Averages for Billing Period	This Year	Last Year
Average Temperature	56°	61°
Number of Days Billed	31	0
Electric/kwh per day	275.4	0.0

DUE DATE	AMOUNT DUE
11/09/09	\$774.30

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Will Occur: 11/24/09 - 12/02/09

BILLING SUMMARY

Previous Balance	761.14
Payment as of 10/27	(761.14)
Balance as of 10/27	0.00
Electric Charges	669.19
Unmetered Charges	24.05
Taxes and Fees	81.06
Utility Charges as of 10/27	774.30
Total Amount Due	774.30

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge	10.00
Energy Charge	569.42

Other Charges For Above Rates

Fuel Adjustment (\$0.00180 x 8320 kwh)	14.98
Electric DSM (\$0.00041 x 8320.00 kwh)	3.41
Environmental Surcharge (11.940% x \$597.81)	71.38
Total Electric Charges	\$669.19

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428

Unit Charge (\$5.63 x 1 Light)	5.63
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Rate Type: 50,000L Directional HPS RC-489

Unit Charge (\$15.46 x 1 Light)	15.46
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Other Charges For Above Rates

Fuel Adjustment (\$0.00180 x 218 kwh)	0.40
Environmental Surcharge (11.940% x \$21.49)	2.56
Total Unmetered Charges	24.05



an **e-on** company

Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
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See savings with our online Home Energy Calculator. Our calculator can help you determine where to make improvements in your home so you can save money on your monthly energy bill.

Averages for Billing Period
This Year 53°
Last Year 49°
Average Temperature 29
Number of Days Billed 1.4
Electric/kwh per day 0.0

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NOV 23 2009

130005

DUE DATE	AMOUNT DUE
12/02/09	\$7.03

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
Account Name: WATER SERVICE CORP OF KY
Service Address: 116 W Depot St
Next Read Will Occur: 12/22/09 - 12/30/09

BILLING SUMMARY

Previous Balance	7.12
Payment as of 11/20	(7.12)
Balance as of 11/20	0.00
Unmetered Charges	6.29
Taxes and Fees	0.74
Utility Charges as of 11/20	7.03
Total Amount Due	7.03

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
Unit Charge (\$5.63 x 1 Light) 5.63
Other Charges For Above Rates
Fuel Adjustment (\$0.00071 x 42 kwh) 0.03
Environmental Surcharge (11.200% x \$5.66) 0.63
Total Unmetered Charges 6.29

Batch 7700774
Doc 215478

METER AND USAGE INFORMATION

UNMETERED	Service Type	Number of Lights	Number of Poles	Billing From	Billing To	Period	Usage
OL	9,500L Open Bottom HPS Std RC-	1	n/a	10/22/09	11/19/09		kwh
Number				Total Usage			42
n/a							42

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.29)	0.19
Franchise Fee-Clinton (2.37% x \$6.29)	0.15
Sales Tax (6.000% x \$6.63)	0.40
Total Taxes and Fees	\$0.74



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216828

Averages for Billing Period	This Year	Last Year
Average Temperature	53°	47°
Number of Days Billed	33	0
Electric/kwh per day	58.4	0.0

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
Account Name: CITY OF CLINTON LIFT STA
Service Address: Disposal Lift Sta
Next Read Will Occur: 12/22/09 - 12/30/09

DUE DATE	AMOUNT DUE
12/07/09	\$169.56

BILLING SUMMARY

Previous Balance	134.03
Payment as of 11/24	(134.03)
Balance as of 11/24	0.00
Electric Charges	157.15
Unmetered Charges	7.48
Taxes and Fees	4.93
Utility Charges as of 11/24	169.56
Total Amount Due	169.56

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00
Customer Charge	129.21
Energy Charge	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00071 x 1888 kwh)	1.34
Electric DSM (\$0.00041 x 1888.00 kwh)	0.77
Environmental Surcharge (11.200% x \$141.32)	15.83
Total Electric Charges	\$157.15

UNMETERED CHARGES

Rate Type: 9,500L Directional HPS RC-487	6.70
Unit Charge (\$6.70 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00071 x 42 kwh)	0.03
Environmental Surcharge (11.200% x \$6.73)	0.75
Total Unmetered Charges	7.48

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216829

Averages for Billing Period	This Year	Last Year
Average Temperature	52°	46°
Number of Days Billed	33	31
Electric/kwh per day	0.6	0.5

DUE DATE	AMOUNT DUE
12/07/09	\$14.32

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 333 S Washington St
 Next Read Will Occur: 12/23/09 - 12/31/09

BILLING SUMMARY

Previous Balance	14.17
Payment as of 11/25	(14.17)
Balance as of 11/25	0.00
Electric Charges	12.83
Taxes and Fees	1.49
Utility Charges as of 11/25	14.32
Total Amount Due	14.32

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information	
Customer Charge	Meter # C337971	12170
Energy Charge	Actual Reading on 11/24	12148
	Previous Reading on 10/22	22
Other Charges For Above Rates	Current kwh Usage	1
Fuel Adjustment (\$0.00071 x 22 kwh)	Meter Multiplier	22
Electric DSM (\$0.00041 x 22.00 kwh)	Metered kwh Usage	22
Environmental Surcharge (11.200% x \$11.54)		
Total Electric Charges		\$12.83

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$12.83)	0.38
Franchise Fee-Clinton (2.37% x \$12.83)	0.30
Sales Tax (6.000% x \$13.51)	0.81
Total Taxes and Fees	\$1.49

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.72
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

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216831

Averages for Billing Period	This Year	Last Year
Average Temperature	52°	46°
Number of Days Billed	34	29
Electric/kwh per day	7.4	7.6

DUE DATE	AMOUNT DUE
12/07/09	\$34.35

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
Account Name: WATER SERVICE CORP OF KY
Service Address: 100 E Jackson St Storage
Next Read Will Occur: 12/22/09 - 12/30/09

BILLING SUMMARY

Previous Balance	25.76
Payment as of 11/25	(25.76)
Balance as of 11/25	0.00
Electric Charges	30.76
Taxes and Fees	3.59
Utility Charges as of 11/25	34.35
Total Amount Due	34.35

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # L096422
Energy Charge	Actual Reading on 11/24 5100
	Previous Reading on 10/21 4846
Other Charges For Above Rates	Current kwh Usage 254
Fuel Adjustment (\$0.00071 x 254 kwh)	Meter Multiplier 1
Electric DSM (\$0.00041 x 254.00 kwh)	Metered kwh Usage 254
Environmental Surcharge (11.200% x \$27.66)	
Total Electric Charges	\$30.76

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$30.76)	0.92
Franchise Fee-Clinton (2.37% x \$30.76)	0.73
Sales Tax (6.000% x \$32.41)	1.94
Total Taxes and Fees	\$3.59

BILLING INFORMATION RECEIVED

Late Charge to be Assessed 3 Days After Due Date \$1.72
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for pollution-control equipment needed to meet government-mandated air emission reduction requirements.



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218521

Averages for Billing Period	This Year	Last Year
Average Temperature	51°	44°
Number of Days Billed	35	0
Electric/kwh per day	279.4	0.0

345101.5465.18

DUE DATE	AMOUNT DUE
12/14/09	\$902.13

3008698

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Will Occur: 12/29/09 - 01/05/10

BILLING SUMMARY

Previous Balance	774.30
Payment as of 12/01	(774.30)
Balance as of 12/01	0.00
Electric Charges	750.60
Unmetered Charges	23.63
Taxes and Fees	90.53
Utility Charges as of 12/01	864.76
Other Charges	37.37
Total Amount Due	902.13

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
 Customer Charge 10.00
 Energy Charge 654.29
Other Charges For Above Rates
 Fuel Adjustment (\$0.00071 x 9560 kwh) 6.79
 Electric DSM (\$0.00041 x 9560.00 kwh) 3.92
 Environmental Surcharge (11.200% x \$675.00) 75.60
Total Electric Charges \$750.60

Batch

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UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$5.63 x 1 Light) 5.63
Rate Type: 50,000L Directional HPS RC-489
 Unit Charge (\$15.46 x 1 Light) 15.46
Other Charges For Above Rates
 Fuel Adjustment (\$0.00071 x 221 kwh) 0.16
 Environmental Surcharge (11.200% x \$21.25) 2.38
Total Unmetered Charges 23.63

IMPORTANT INFORMATION

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

To request a copy of your rate schedule, please call 1-800-383-5582.

Please make note of your new account number, which can be found on the front of your bill. Your old account number, 651814002-9 is no longer valid but is provided here for reference purposes only.



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224583

DUE DATE	AMOUNT DUE
01/04/10	\$123.61

3008698

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
 Account Name: CITY OF CLINTON LIFT STA
 Service Address: Disposal Lift Sta
 Next Read Will Occur: 01/22/10 - 01/28/10

Averages for Billing Period	This Year	Last Year
Average Temperature	38°	36°
Number of Days Billed	33	0
Electric/kwh per day	41.2	0.0

BILLING SUMMARY

Previous Balance	169.56
Payment as of 12/23	(169.56)
Balance as of 12/23	0.00
Electric Charges	112.49
Unmetered Charges	7.52
Taxes and Fees	3.60
Utility Charges as of 12/23	345/01.5465.10
Total Amount Due	123.61

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge 10.00
 Energy Charge 89.66

Other Charges For Above Rates

Fuel Adjustment (\$0.00016 x 1310 kwh) 0.21
 Electric DSM (\$0.00041 x 1310.00 kwh) 0.54
 Environmental Surcharge (12.030% x \$100.41) 12.08

Total Electric Charges \$112.49

Batch

72338

Doc

224583

UNMETERED CHARGES

Rate Type: 9.500L Directional HPS RC-487

Unit Charge (\$6.70 x 1 Light) 6.70

Other Charges For Above Rates

Fuel Adjustment (\$0.00016 x 51 kwh) 0.01
 Environmental Surcharge (12.030% x \$6.71) 0.81

Total Unmetered Charges 7.52



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224585

DUE DATE	AMOUNT DUE
01/04/10	\$46.53

3008698

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
Account Name: WATER SERVICE CORP OF KY
Service Address: 100 E Jackson St Storage
Next Read Will Occur: 01/22/10 - 01/28/10

BILLING SUMMARY	
Previous Balance	34.35
Payment as of 12/23	(34.35)
Balance as of 12/23	0.00
Electric Charges	41.66
Taxes and Fees	4.87
Utility Charges as of 12/23	46.53
Total Amount Due	46.53

34510.5465.10

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # L096422 5494
Energy Charge	Actual Reading on 12/22 5100
	Previous Reading on 11/24 394
Other Charges For Above Rates	Current kwh Usage 1
Fuel Adjustment (\$0.00016 x 394 kwh)	Meter Multiplier 394
Electric DSM (\$0.00041 x 394.00 kwh)	Metered kwh Usage
Environmental Surcharge (12.030% x \$37.19)	
Total Electric Charges	\$41.66

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$41.66)	1.25
Franchise Fee-Clinton (2.37% x \$41.66)	0.99
Sales Tax (6.000% x \$43.90)	2.63
Total Taxes and Fees	\$4.87

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$2.32

March

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224587

DUE DATE	AMOUNT DUE
01/04/10	\$7.06

3008698

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 116 W Depot St
 Next Read Will Occur: 01/22/10 - 01/28/10

Averages for Billing Period	This Year	Last Year
Average Temperature	38°	36°
Number of Days Billed	33	0
Electric/kwh per day	1.5	0.0

BILLING SUMMARY

Previous Balance	7.03
Payment as of 12/23	(7.03)
Balance as of 12/23	0.00
Unmetered Charges	6.32
Taxes and Fees	0.74
Utility Charges as of 12/23	7.06
Total Amount Due	7.06

346101546510

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$5.63 x 1 Light) 5.63
 Other Charges For Above Rates
 Fuel Adjustment (\$0.00016 x 51 kwh) 0.01
 Environmental Surcharge (12.030% x \$5.64) 0.68
Total Unmetered Charges 6.32

Batch

Doc

METER AND USAGE INFORMATION

UNMETERED	Service Type	Number of Lights	Number of Poles	Billing From	Billing To	Period	Usage
OL	9,500L Open Bottom HPS Std RC-	1	n/a	11/20/09	12/22/09		kwh
Number				Total Usage			51
n/a							51

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.32)	0.19
Franchise Fee-Clinton (2.37% x \$6.32)	0.15
Sales Tax (6.000% x \$6.66)	0.40
Total Taxes and Fees	\$0.74

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225522

Averages for Billing Period	This Year	Last Year
Average Temperature	37°	36°
Number of Days Billed	29	32
Electric/kwh per day	0.8	0.9

ACCOUNT INFORMATION	
Account Number:	3000-0240-5177
Account Name:	WATER SERVICE CORP OF KY
Service Address:	333 S Washington St
Next Read Will Occur:	01/25/10 - 01/29/10

BILLING SUMMARY	
Previous Balance	14.32
Payment as of 12/28	(14.32)
Balance as of 12/28	0.00
Electric Charges	13.05
Taxes and Fees	1.53
Utility Charges as of 12/28	14.58
Total Amount Due	14.58

ELECTRIC CHARGES	
Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C337971
Energy Charge	Actual Reading on 12/23 12194
	Previous Reading on 11/24 12170
Other Charges For Above Rates	Current kwh Usage 24
Electric DSM (\$0.00041 x 24.00 kwh)	Meter Multiplier 1
Environmental Surcharge (12.0300% x \$11.65)	Metered kwh Usage 24
Total Electric Charges	\$13.05

TAXES AND FEES	
Rate Increase For School Tax (3.0000% x \$13.05)	0.39
Franchise Fee-Clinton (2.37% x \$13.05)	0.31
Sales Tax (6.0000% x \$13.75)	0.83
Total Taxes and Fees	\$1.53

BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$0.73

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232833

DUE DATE	AMOUNT DUE
02/08/10	\$202.22

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
 Account Name: CITY OF CLINTON LIFT STA
 Service Address: Disposal Lift Sta
 Next Read Will Occur: 02/19/10 - 02/25/10

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	35°
Number of Days Billed	31	0
Electric/kwh per day	75.6	0.0

BILLING SUMMARY	
Previous Balance	123.61
Payment as of 01/25	(123.61)
Balance as of 01/25	0.00
Electric Charges	188.78
Unmetered Charges	7.55
Taxes and Fees	5.89
Utility Charges as of 01/25	202.22
Total Amount Due	202.22

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00
Customer Charge	157.14
Energy Charge	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00138- x 2296 kwh)	-3.17
Electric DSM (\$0.00074 x 2296.00 kwh)	1.70
Environmental Surcharge (13.950% x \$165.67)	23.11
Total Electric Charges	\$188.78

UNMETERED CHARGES

Rate Type: 9,500L Directional HPS RC-487	6.70
Unit Charge (\$6.70 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00138- x 48 kwh)	-0.07
Environmental Surcharge (13.950% x \$6.63)	0.92
Total Unmetered Charges	7.55

Please see reverse side for additional charges.

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232834

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	35°
Number of Days Billed	33	32
Electric/kwh per day	0.9	1.0

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 333 S Washington St
 Next Read Will Occur: 02/22/10 - 02/26/10

DUE DATE	AMOUNT DUE
02/08/10	\$15.40

BILLING SUMMARY

Previous Balance	14.58
Payment as of 01/26	(14.58)
Balance as of 01/26	0.00
Electric Charges	13.79
Taxes and Fees	1.61
Utility Charges as of 01/26	15.40
Total Amount Due	15.40

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C337971
Energy Charge	Actual Reading on 01/25 12225
	Previous Reading on 12/23 12194
Other Charges For Above Rates	Current kwh Usage 31
Fuel Adjustment (\$0.00138- x 31 kwh)	Meter Multiplier 1
Electric DSM (\$0.00074 x 31.00 kwh)	Metered kwh Usage 31
Environmental Surcharge (13.950% x \$12.10)	
Total Electric Charges	\$13.79

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$13.79)	0.41
Franchise Fee-Clinton (2.37% x \$13.79)	0.33
Sales Tax (6.000% x \$14.53)	0.87
Total Taxes and Fees	\$1.61

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.77

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232836

DUE DATE	AMOUNT DUE
02/08/10	\$51.90

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
Account Name: WATER SERVICE CORP OF KY
Service Address: 100 E Jackson St Storage
Next Read Will Occur: 02/19/10 - 02/25/10

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	35°
Number of Days Billed	31	34
Electric/kwh per day	14.6	15.9

BILLING SUMMARY

Previous Balance	46.53
Payment as of 01/25	(46.53)
Balance as of 01/25	0.00
Electric Charges	46.47
Taxes and Fees	5.43
Utility Charges as of 01/25	51.90
Total Amount Due	51.90

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # L096422
Energy Charge	Actual Reading on 01/22 5948
	Previous Reading on 12/22 5494
Other Charges For Above Rates	Current kwh Usage 454
Fuel Adjustment (\$0.00138- x 454 kwh)	Meter Multiplier 1
Electric DSM (\$0.00074 x 454.00 kwh)	Metered kwh Usage 454
Environmental Surcharge (13.950% x \$40.78)	
Total Electric Charges	\$46.47

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$46.47)	1.39
Franchise Fee-Clinton (2.37% x \$46.47)	1.10
Sales Tax (6.000% x \$48.96)	2.94
Total Taxes and Fees	\$5.43

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$2.60

Please see reverse side for additional charges.

Bring entire bill when paying in person.



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Please have your account number available when calling to discuss your account.

232838

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	35°
Number of Days Billed	31	0
Electric/kwh per day	1.5	0.0

DUE DATE	AMOUNT DUE
02/08/10	\$7.08

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 116 W Depot St
 Next Read Will Occur: 02/19/10 - 02/25/10

BILLING SUMMARY

Previous Balance	7.06
Payment as of 01/25	(7.06)
Balance as of 01/25	0.00
Unmetered Charges	6.34
Taxes and Fees	0.74
Utility Charges as of 01/25	7.08
Total Amount Due	7.08

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$5.63 x 1 Light) 5.63
 Other Charges For Above Rates
 Fuel Adjustment (\$0.00138- x 48 kwh) -0.07
 Environmental Surcharge (13.950% x \$5.56) 0.78
Total Unmetered Charges 6.34

METER AND USAGE INFORMATION

UNMETERED OL	Number	Service Type	Number of Lights	Number of Poles	Billing From	Period To	Usage kwh
n/a	1	9,500L Open Bottom HPS Std RC-	1	n/a	12/23/09	01/22/10	48
					Total Usage		48

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.34) 0.19
 Franchise Fee-Clinton (2.37% x \$6.34) 0.15
 Sales Tax (6.000% x \$6.68) 0.40
Total Taxes and Fees \$0.74

RESERVED

JAN 29 2010

Please see reverse side for additional charges.

Bring entire bill when paying in person.



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232840

DUE DATE	AMOUNT DUE
02/09/10	\$964.21

ACCOUNT INFORMATION	
Account Number:	3000-0510-9479
Account Name:	WATER SERVICE CORP OF KY
Service Address:	414 Short St Water Pl
Next Read Will Occur:	02/24/10 - 03/02/10

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	32°
Number of Days Billed	29	0
Electric/kwh per day	377.5	0.0

BILLING SUMMARY	
Previous Balance	840.28
Payment as of 01/28	(840.28)
Balance as of 01/28	0.00
Electric Charges	839.61
Unmetered Charges	23.67
Taxes and Fees	100.93
Utility Charges as of 01/28	964.21
Total Amount Due	964.21

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
Customer Charge 10.00
Energy Charge 733.68

Other Charges For Above Rates
Fuel Adjustment (\$0.00138- x 10720 kwh) -14.79
Electric DSM (\$0.00074 x 10720.00 kwh) 7.93
Environmental Surcharge (13.950% x \$736.82) 102.79
Total Electric Charges \$839.61

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
Unit Charge (\$5.63 x 1 Light) 5.63

Rate Type: 50,000L Directional HPS RC-489
Unit Charge (\$15.46 x 1 Light) 15.46

Other Charges For Above Rates
Fuel Adjustment (\$0.00138- x 230 kwh) -0.32
Environmental Surcharge (13.950% x \$20.77) 2.90
Total Unmetered Charges 23.67

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2405 a

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	37°
Number of Days Billed	28	0
Electric/kwh per day	67.6	0.0

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
Account Name: CITY OF CLINTON LIFT STA
Service Address: Disposal Lift Sta
Next Read Will Occur: 03/23/10 - 03/29/10

BILLING SUMMARY

Previous Balance	202.22
Payment as of 02/22	(202.22)
Balance as of 02/22	0.00
Electric Charges	169.58
Unmetered Charges	8.18
Taxes and Fees	5.34
Utility Charges as of 02/22	183.10
Total Amount Due	183.10

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge	10.00
Energy Charge	138.64
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 1852 kwh)	1.06
Electric DSM (\$0.00074 x 1852.00 kwh)	1.37
Environmental Surcharge (12.250% x \$151.07)	18.51
Total Electric Charges	\$169.58

UNMETERED CHARGES

Rate Type: 9.500L Directional HPS RC-487

Unit Charge (\$7.27 x 1 Light)	7.27
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 41 kwh)	0.02
Environmental Surcharge (12.250% x \$7.27)	0.89
Total Unmetered Charges	8.18

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DUE DATE	AMOUNT DUE
03/08/10	\$183.10



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700000

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	38°
Number of Days Billed	28	28
Electric/kwh per day	0.9	0.3

DUE DATE	AMOUNT DUE
03/08/10	\$15.13

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
Account Name: WATER SERVICE CORP OF KY
Service Address: 333 S Washington St
Next Read Will Occur: 03/24/10 - 03/30/10

BILLING SUMMARY

Previous Balance	15.40
Payment as of 02/23	(15.40)
Balance as of 02/23	0.00
Electric Charges	13.54
Taxes and Fees	1.59
Utility Charges as of 02/23	15.13
Total Amount Due	15.13

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C337971
Energy Charge	Actual Reading on 02/22 12252
	Previous Reading on 01/25 12225
Other Charges For Above Rates	Current kwh Usage 27
Fuel Adjustment (\$0.00057 x 27 kwh)	Meter Multiplier 1
Electric DSM (\$0.00074 x 27.00 kwh)	Metered kwh Usage 27
Environmental Surcharge (12.250% x \$12.06)	
Total Electric Charges	\$13.54

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$13.54)	0.41
Franchise Fee-Clinton (2.37% x \$13.54)	0.32
Sales Tax (6.000% x \$14.27)	0.86
Total Taxes and Fees	\$1.59

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BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.76
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

Please see reverse side for additional charges.

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2090012

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	37°
Number of Days Billed	28	28
Electric/kwh per day	2.7	6.1

DUE DATE	AMOUNT DUE
03/08/10	\$19.88

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
Account Name: WATER SERVICE CORP OF KY
Service Address: 100 E Jackson St Storage
Next Read Will Occur: 03/23/10 - 03/29/10

BILLING SUMMARY

Previous Balance	51.90
Payment as of 02/22	(51.90)
Balance as of 02/22	0.00
Electric Charges	17.80
Taxes and Fees	2.08
Utility Charges as of 02/22	19.88
Total Amount Due	19.88

ELECTRIC CHARGES

Rate Type: General Services

Customer Charge	10.00
Energy Charge	5.76
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 77 kwh)	0.04
Electric DSM (\$0.00074 x 77.00 kwh)	0.06
Environmental Surcharge (12.250% x \$15.86)	1.94
Total Electric Charges	\$17.80

Meter Reading Information

Meter # L096422	6025
Actual Reading on 02/19	5948
Previous Reading on 01/22	77
Current kwh Usage	77
Meter Multiplier	1
Metered kwh Usage	77

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$17.80)	0.53
Franchise Fee-Clinton (2.37% x \$17.80)	0.42
Sales Tax (6.000% x \$18.75)	1.13
Total Taxes and Fees	\$2.08

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BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.99

Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.



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276072

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	37°
Number of Days Billed	28	0
Electric/kwh per day	1.4	0.0

DUE DATE	AMOUNT DUE
03/08/10	\$7.88

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 116 W Depot St
 Next Read Will Occur: 03/23/10 - 03/29/10

BILLING SUMMARY

Previous Balance	7.08
Payment as of 02/22	(7.08)
Balance as of 02/22	0.00
Unmetered Charges	7.05
Taxes and Fees	0.83
Utility Charges as of 02/22	7.88
Total Amount Due	7.88

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$6.26 x 1 Light) 6.26
 Other Charges For Above Rates 0.02
 Fuel Adjustment (\$0.00057 x 41 kwh) 0.77
 Environmental Surcharge (12.250% x \$6.28) 7.05
Total Unmetered Charges

METER AND USAGE INFORMATION

UNMETERED	Service Type	Number of Lights	Number of Poles	Billing From	Billing To	Period	Usage
OL	9,500L Open Bottom HPS Std RC-	1	n/a	01/23/10	02/19/10		kwh
Number				Total Usage			41
n/a							41

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$7.05)	0.21
Franchise Fee-Clinton (2.37% x \$7.05)	0.17
Sales Tax (6.000% x \$7.43)	0.45
Total Taxes and Fees	\$0.83

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24090902

DUE DATE	AMOUNT DUE
03/09/10	\$991.33

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Will Occur: 03/26/10 - 04/01/10

BILLING SUMMARY	
Previous Balance	964.21
Payment as of 02/25	(964.21)
Balance as of 02/25	0.00
Electric Charges	862.82
Unmetered Charges	24.73
Taxes and Fees	103.78
Utility Charges as of 02/25	991.33
Total Amount Due	991.33

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	38°
Number of Days Billed	28	0
Electric/kwh per day	363.1	0.0

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge	10.00
Energy Charge	745.61
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 9960 kwh)	5.68
Electric DSM (\$0.00074 x 9960.00 kwh)	7.37
Environmental Surcharge (12.250% x \$768.66)	94.16
Total Electric Charges	\$862.82

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UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428

Unit Charge (\$6.26 x 1 Light)	6.26
Rate Type: 50,000L Directional HPS RC-489	
Unit Charge (\$15.65 x 1 Light)	15.65
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 209 kwh)	0.12
Environmental Surcharge (12.250% x \$22.03)	2.70
Total Unmetered Charges	24.73

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247973

Averages for Billing Period	This Year	Last Year
Average Temperature	45°	46°
Number of Days Billed	32	25
Electric/kwh per day	55.3	66.1

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
 Account Name: CITY OF CLINTON LIFT STA
 Service Address: Disposal Lift Sta
 Next Read Will Occur: 04/22/10 - 04/28/10

BILLING SUMMARY

Previous Balance	183.10
Payment as of 03/24	(183.10)
Balance as of 03/24	0.00
Electric Charges	160.38
Unmetered Charges	8.17
Taxes and Fees	5.06
Utility Charges as of 03/24	173.61
Total Amount Due	173.61

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00
Customer Charge	129.43
Energy Charge	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00246 x 1729 kwh)	4.25
Electric DSM (\$0.00074 x 1729.00 kwh)	1.28
Environmental Surcharge (10.640% x \$144.96)	15.42
Total Electric Charges	\$160.38

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UNMETERED CHARGES

Rate Type: 9,500L Directional HPS RC-487	7.27
Unit Charge (\$7.27 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00246 x 43 kwh)	0.11
Environmental Surcharge (10.640% x \$7.38)	0.79
Total Unmetered Charges	8.17

DUE DATE	AMOUNT DUE
04/05/10	\$173.61

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247974

DUE DATE	AMOUNT DUE
04/06/10	\$14.49

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 333 S Washington St
 Next Read Will Occur: 04/23/10 - 04/29/10

BILLING SUMMARY

Previous Balance	15.13
Payment as of 03/25	(15.13)
Balance as of 03/25	0.00
Electric Charges	12.97
Taxes and Fees	1.52
Utility Charges as of 03/25	14.49
Total Amount Due	14.49

Averages for Billing Period	This Year	Last Year
Average Temperature	45°	48°
Number of Days Billed	30	25
Electric/kwh per day	0.7	0.8

ELECTRIC CHARGES

Rate Type: General Services

Customer Charge
 Energy Charge

Other Charges For Above Rates

Fuel Adjustment (\$0.00246 x 22 kwh)
 Electric DSM (\$0.00074 x 22.00 kwh)
 Environmental Surcharge (10.640% x \$11.72)

Total Electric Charges

\$12.97

Meter Reading Information

Meter # C337971	12274
Actual Reading on 03/24	12252
Previous Reading on 02/22	22
Current kwh Usage	1
Meter Multiplier	22
Metered kwh Usage	

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$12.97)
 Franchise Fee-Clinton (2.37% x \$12.97)
 Sales Tax (6.000% x \$13.67)

Total Taxes and Fees

\$1.52

RECORDING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.73

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247976

Averages for Billing Period	This Year	Last Year
Average Temperature	45°	46°
Number of Days Billed	32	25
Electric/kwh per day	2.6	12.1

ACCOUNT INFORMATION	
Account Number:	3000-0601-6939
Account Name:	WATER SERVICE CORP OF KY
Service Address:	100 E Jackson St Storage
Next Read Will Occur:	04/22/10 - 04/28/10

BILLING SUMMARY	
Previous Balance	19.88
Payment as of 03/24	(19.88)
Balance as of 03/24	0.00
Electric Charges	18.49
Taxes and Fees	2.16
Utility Charges as of 03/24	20.65
Total Amount Due	20.65

ELECTRIC CHARGES	
Rate Type: General Services	
Customer Charge	10.00
Energy Charge	6.44
Other Charges For Above Rates	
Fuel Adjustment (\$0.00246 x 86 kwh)	0.21
Electric DSM (\$0.00074 x 86.00 kwh)	0.06
Environmental Surcharge (10.640% x \$16.71)	1.78
Total Electric Charges	\$18.49
Meter Reading Information	
Meter # L096422	6111
Actual Reading on 03/23	6025
Previous Reading on 02/19	86
Current kwh Usage	86
Meter Multiplier	1
Metered kwh Usage	86

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$18.49)	0.55
Franchise Fee-Clinton (2.37% x \$18.49)	0.44
Sales Tax (6.000% x \$19.48)	1.17
Total Taxes and Fees	\$2.16

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BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$1.03

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247977

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DUE DATE	AMOUNT DUE
04/05/10	\$7.88

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 116 W Depot St
 Next Read Will Occur: 04/22/10 - 04/28/10

Averages for Billing Period
 Average Temperature 45°
 Number of Days Billed 32
 Electric/kwh per day 1.3

Last Year 46°
 0
 0.0

BILLING SUMMARY

Previous Balance 7.88
 Payment as of 03/24 (7.88)
 Balance as of 03/24 0.00
 Unmetered Charges 7.05
 Taxes and Fees 0.83
 Utility Charges as of 03/24 7.88
Total Amount Due 7.88

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$6.26 x 1 Light) 6.26
 Other Charges For Above Rates 0.11
 Fuel Adjustment (\$0.00246 x 43 kwh) 0.68
 Environmental Surcharge (10.640% x \$6.37) 7.05
Total Unmetered Charges

METER AND USAGE INFORMATION

UNMETERED
 OL Number n/a
 Service Type 9,500L Open Bottom HPS Std RC-
 Number of Lights 1
 Number of Poles n/a
 Billing From 02/20/10
 Billing To 03/23/10
 Period Usage kwh 43
 Total Usage 43

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$7.05) 0.21
 Franchise Fee-Clinton (2.37% x \$7.05) 0.17
 Sales Tax (6.000% x \$7.43) 0.45
Total Taxes and Fees \$0.83



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249453

Averages for Billing Period	This Year	Last Year
Average Temperature	46°	50°
Number of Days Billed	30	26
Electric/kwh per day	301.5	263.4

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APR 01 2010

DUE DATE	AMOUNT DUE
04/12/10	\$892.83

3008698

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Will Occur: 04/27/10 - 05/03/10

BILLING SUMMARY

Previous Balance	991.33
Payment as of 03/29	(991.33)
Balance as of 03/29	0.00
Electric Charges	774.54
Unmetered Charges	24.81
Taxes and Fees	93.48
Utility Charges as of 03/29	892.83
Total Amount Due	892.83

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00
Customer Charge	661.76
Energy Charge	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00246 x 8840 kwh)	21.75
Electric DSM (\$0.00074 x 8840.00 kwh)	6.54
Environmental Surcharge (10.640% x \$700.05)	74.49
Total Electric Charges	\$774.54

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428	6.26
Unit Charge (\$6.26 x 1 Light)	
Rate Type: 50,000L Directional HPS RC-489	15.65
Unit Charge (\$15.65 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00246 x 205 kwh)	0.51
Environmental Surcharge (10.640% x \$22.42)	2.39
Total Unmetered Charges	24.81

249453

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254998

DUE DATE	AMOUNT DUE
05/05/10	\$183.15

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
 Account Name: CITY OF CLINTON LIFT STA
 Service Address: Disposal Lift Sta
 Next Read Will Occur: 05/21/10 - 05/27/10

BILLING SUMMARY

Previous Balance	173.61
Payment as of 04/23	(173.61)
Balance as of 04/23	0.00
Electric Charges	170.80
Unmetered Charges	7.02
Taxes and Fees	5.33
Utility Charges as of 04/23	183.15
Total Amount Due	183.15

Averages for Billing Period	This Year	Last Year
Average Temperature	59°	52°
Number of Days Billed	30	33
Electric/kwh per day	74.6	62.0

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
 Customer Charge 10.00
 Energy Charge 164.84

Other Charges For Above Rates
 Fuel Adjustment (\$0.00019- x 2202 kwh) -0.42
 Electric DSM (\$0.00097 x 2202.00 kwh) 2.14
 Environmental Surcharge (3.260% CR x \$176.56) -5.76
Total Electric Charges \$170.80

UNMETERED CHARGES

Rate Type: 9,500L Directional HPS RC-487
 Unit Charge (\$7.27 x 1 Light) 7.27

Other Charges For Above Rates
 Fuel Adjustment (\$0.00019- x 36 kwh) -0.01
 Environmental Surcharge (3.260% CR x \$7.26) -0.24
Total Unmetered Charges 7.02



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255000

Averages for Billing Period	This Year	Last Year
Average Temperature	59°	52°
Number of Days Billed	30	33
Electric/kwh per day	3.6	5.6

DUE DATE	AMOUNT DUE
05/05/10	\$19.73

RECEIVED
APR 26 2010

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 100 E Jackson St Storage
 Next Read Will Occur: 05/21/10 - 05/27/10

BILLING SUMMARY

Previous Balance	20.65
Payment as of 04/23	(20.65)
Balance as of 04/23	0.00
Electric Charges	17.66
Taxes and Fees	2.07
Utility Charges as of 04/23	19.73
Total Amount Due	19.73

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # L096422
Energy Charge	Actual Reading on 04/22 6220
	Previous Reading on 03/23 6111
Other Charges For Above Rates	Current kwh Usage 109
Fuel Adjustment (\$0.00019- x 109 kwh)	Meter Multiplier 1
Electric DSM (\$0.00097 x 109.00 kwh)	Metered kwh Usage 109
Environmental Surcharge (3.260% CR x \$18.25)	
Total Electric Charges	\$17.66

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$17.66)	0.53
Franchise Fee-Clinton (2.37% x \$17.66)	0.42
Sales Tax (6.000% x \$18.61)	1.12
Total Taxes and Fees	\$2.07

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.98

IMPORTANT INFORMATION

For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.

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255002

Averages for Billing Period	This Year	Last Year
Average Temperature	59°	52°
Number of Days Billed	30	0
Electric/kwh per day	1.2	0.0

DUE DATE	AMOUNT DUE
05/05/10	\$6.75

RECEIVED

APR 26 2010

ACCOUNT INFORMATION	
Account Number:	3000-0029-5703
Account Name:	WATER SERVICE CORP OF KY
Service Address:	116 W Depot St
Next Read Will Occur:	05/21/10 - 05/27/10

BILLING SUMMARY	
Previous Balance	7.88
Payment as of 04/23	(7.88)
Balance as of 04/23	0.00
Unmetered Charges	6.05
Taxes and Fees	0.70
Utility Charges as of 04/23	6.75
Total Amount Due	6.75

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428

Unit Charge (\$6.26 x 1 Light)

Other Charges For Above Rates

Fuel Adjustment (\$0.00019- x 36 kwh)

Environmental Surcharge (3.260% CR x \$6.25)

Total Unmetered Charges

6.26
-0.01
-0.20
6.05

METER AND USAGE INFORMATION

UNMETERED

OL

Number
n/a

Service Type
9,500L Open Bottom HPS Std RC-

Number of Lights
1

Number of Poles
n/a

Billing From To
03/24/10 04/22/10

Usage
kwh 36

Total Usage
36

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.05)

Franchise Fee-Clinton (2.37% x \$6.05)

Sales Tax (6.000% x \$6.37)

Total Taxes and Fees

0.18
0.14
0.38
\$0.70

Please see reverse side for additional charges.

Bring entire bill when paying in person.



an **e-on** company

Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596
www.eon-us.com

Please have your account number available when calling to discuss your account.

256330

8600

1300

Averages for Billing Period	This Year	Last Year
Average Temperature	60°	52°
Number of Days Billed	30	33
Electric/kwh per day	0.6	0.6

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
Account Name: WATER SERVICE CORP OF KY
Service Address: 333 S Washington St
Next Read Will Occur: 05/24/10 - 05/28/10

BILLING SUMMARY

Previous Balance	14.49
Payment as of 04/26	(14.49)
Balance as of 04/26	0.00
Electric Charges	11.14
Taxes and Fees	1.30
Utility Charges as of 04/26	12.44
Total Amount Due	12.44

ELECTRIC CHARGES

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APR 29 2010

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Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C337971
Energy Charge	Actual Reading on 04/23 12294
	Previous Reading on 03/24 12274
Other Charges For Above Rates	Current kwh Usage 20
Electric DSM (\$0.00097 x 20.00 kwh)	Meter Multiplier 1
Environmental Surcharge (3.260% CR x \$11.52)	Metered kwh Usage 20
Total Electric Charges	

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$11.14)	0.33
Franchise Fee-Clinton (2.37% x \$11.14)	0.26
Sales Tax (6.000% x \$11.73)	0.71
Total Taxes and Fees	\$1.30

Batch

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.62

IMPORTANT INFORMATION

For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.

Please see reverse side for additional charges.

Bring entire bill when paying in person.



an **e-on** company

Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596

www.eon-us.com

Please have your account number available when calling to discuss your account.

256334

DUE DATE	AMOUNT DUE
05/11/10	\$786.33

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Will Occur: 05/26/10 - 06/02/10

BILLING SUMMARY

Previous Balance	892.83
Payment as of 04/29	(892.83)
Balance as of 04/29	0.00
Electric Charges	682.87
Unmetered Charges	21.16
Taxes and Fees	82.30
Utility Charges as of 04/29	786.33
Total Amount Due	786.33

Averages for Billing Period	This Year	Last Year
Average Temperature	61°	55°
Number of Days Billed	33	34
Electric/kwh per day	284.7	293.2

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge	10.00
Energy Charge	688.71
Other Charges For Above Rates	
Fuel Adjustment (\$0.00019- x 9200 kwh)	-1.75
Electric DSM (\$0.00097 x 9200.00 kwh)	8.92
Environmental Surcharge (3.260% CR x \$705.88)	-23.01
Total Electric Charges	\$682.87

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MAY - 8 2010

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428

Unit Charge (\$6.26 x 1 Light)	6.26
Rate Type: 50,000L Directional HPS RC-489	
Unit Charge (\$15.65 x 1 Light)	15.65
Other Charges For Above Rates	
Fuel Adjustment (\$0.00019- x 197 kwh)	-0.04
Environmental Surcharge (3.260% CR x \$21.87)	-0.71
Total Unmetered Charges	21.16



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Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

2655

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
06/07/10	\$156.95

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
Account Name: CITY OF CLINTON LIFT STA
Service Address: Disposal Lift Sta
Next Read Will Occur: 06/22/10 - 06/28/10

BILLING SUMMARY

Previous Balance	183.15
Payment(s) Received 4/24 - 5/26	-183.15
Balance as of 5/26	0.00
Current Electric Charges	144.95
Current Unmetered Charges	7.43
Current Taxes and Fees	4.57
Current Charges as of 5/26	156.95
Total Amount Due	156.95

Averages for Billing Period	This Year	Last Year
Average Temperature	66°	66°
Number of Days Billed	33	29
Electric/kwh per day	53.5	68.0

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	
Customer Charge	10.00
Energy Charge	129.88
Other Charges For Above Rates	
Fuel Adjustment (\$0.00012 x 1735 kwh)	0.21
Electric DSM (\$0.00097 x 1735.00 kwh)	1.68
Environmental Surcharge (2.240% x \$141.77)	3.18
Total Electric Charges	\$144.95

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MAY 28 2010

UNMETERED CHARGES

Rate Type: 9,500L Directional HPS RC-487	
Unit Charge (\$7.27 x 1 Light)	7.27
Other Charges For Above Rates	
Fuel Adjustment (\$0.00012 x 32 kwh)	0.00
Environmental Surcharge (2.240% x \$7.27)	0.16
Total Unmetered Charges	7.43

Please see reverse side for additional charges.



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Please have your account number available when calling to discuss your account.

Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service: www.eon-us.com (24 hours a day)

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Open Mon-Fri 8 a.m. to 5 p.m. EST

DUE DATE	Pay This Amount
06/07/10	\$7.15

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
Account Name: WATER SERVICE CORP OF KY
Service Address: 116 W Depot St
Next Read Will Occur: 06/22/10 - 06/28/10

Batch

Doc 263379

BILLING SUMMARY

Previous Balance	6.75
Payment(s) Received 4/24 - 5/24	-6.75
Balance as of 5/24	0.00
Current Unmetered Charges	6.40
Current Taxes and Fees	0.75
Current Charges as of 5/24	7.15
Total Amount Due	7.15

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MAY 27 2010

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
Unit Charge (\$6.26 x 1 Light) 6.26
Other Charges For Above Rates 0.14
Environmental Surcharge (2.240% x \$6.26) 6.40
Total Unmetered Charges

METER AND USAGE INFORMATION

UNMETERED	Service Type	Number of Lights	Number of Poles	Billing From	Period To	Usage kwh
OL	9,500L Open Bottom HPS Std RC-	1	n/a	04/23/10	05/21/10	32
Number				Total Usage		32
n/a						

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.40)	0.19
Franchise Fee-Clinton (2.37% x \$6.40)	0.15
Sales Tax (6.000% x \$6.74)	0.41
Total Taxes and Fees	\$0.75

Please see reverse side for additional charges.



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Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
 Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
06/07/10	\$19.39

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 100 E Jackson St Storage
 Next Read Will Occur: 06/22/10 - 06/28/10

Averages for Billing Period	This Year	Last Year
Average Temperature	66°	66°
Number of Days Billed	33	30
Electric/kwh per day	2.7	2.8

BILLING SUMMARY

Previous Balance	19.73
Payment(s) Received 4/24 - 5/26	-19.73
Balance as of 5/26	0.00
Current Electric Charges	17.37
Current Taxes and Fees	2.02
Current Charges as of 5/26	19.39
Total Amount Due	19.39

ELECTRIC CHARGES

Rate Type: General Services

Customer Charge
 Energy Charge

Other Charges For Above Rates

Fuel Adjustment (\$0.00012 x 92 kwh)
 Electric DSM (\$0.00097 x 92.00 kwh)
 Environmental Surcharge (2.240% x \$16.99)

Total Electric Charges

Meter Reading Information

Meter # L096422
 Actual Reading on 5/25 6312
 Previous Reading on 4/22 6220
 Current kwh Usage 92
 Meter Multiplier 1
 Metered kwh Usage 92

10.00	
6.89	
0.01	
0.09	
0.38	
\$17.37	

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$17.37)
 Franchise Fee-Clinton (2.37% x \$17.37)
 Sales Tax (6.000% x \$18.30)

Total Taxes and Fees

0.52	
0.41	
1.09	
\$2.02	

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.97

Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

Please see reverse side for additional charges.

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 MAY 29 2010



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Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service: www.eon-us.com (24 hours a day)

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Open Mon-Fri 8 a.m. to 5 p.m. EST

DUE DATE	Pay This Amount
06/07/10	\$13.16

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

263333

Averages for Billing Period	This Year	Last Year
Average Temperature	66°	67°
Number of Days Billed	32	29
Electric/kwh per day	0.6	0.6

ACCOUNT INFORMATION

Account Number: 3000-0240-5177
Account Name: WATER SERVICE CORP OF KY
Service Address: 333 S Washington St
Next Read Will Occur: 06/23/10 - 06/29/10

BILLING SUMMARY

Previous Balance	12.44
Payment(s) Received 4/27 - 5/26	-12.44
Balance as of 5/26	0.00
Current Electric Charges	11.78
Current Taxes and Fees	1.38
Current Charges as of 5/26	13.16
Total Amount Due	13.16

ELECTRIC CHARGES

Rate Type: General Services	Amount	Meter Reading Information	Amount
Customer Charge	10.00	Meter # C337971	12314
Energy Charge	1.50	Actual Reading on 5/25	12294
Other Charges For Above Rates		Previous Reading on 4/23	20
Electric DSM (\$0.00097 x 20.00 kwh)	0.02	Current kwh Usage	1
Environmental Surcharge (2.240% x \$11.52)	0.26	Meter Multiplier	20
Total Electric Charges	\$11.78	Metered kwh Usage	20

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MAY 28 2010

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$11.78)	0.35
Franchise Fee-Clinton (2.37% x \$11.78)	0.28
Sales Tax (6.000% x \$12.41)	0.75
Total Taxes and Fees	\$1.38

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.66
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.
Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.

Please see reverse side for additional charges.



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Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

15000698

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
06/08/10	\$706.03

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
Account Name: WATER SERVICE CORP OF KY
Service Address: 414 Short St Water Pl
Next Read Will Occur: 06/25/10 - 07/01/10

BILLING SUMMARY

Previous Balance	786.33
Payment(s) Received 4/30 - 5/27	-786.33
Balance as of 5/27	0.00
Current Electric Charges	609.70
Current Unmetered Charges	22.42
Current Taxes and Fees	73.91
Current Charges as of 5/27	706.03
Total Amount Due	706.03

Averages for Billing Period	This Year	Last Year
Average Temperature	68°	66°
Number of Days Billed	28	30
Electric/kwh per day	281.4	238.8

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
Customer Charge 10.00
Energy Charge 577.92

Other Charges For Above Rates
Fuel Adjustment (\$0.00012 x 7720 kwh) 0.93
Electric DSM (\$0.00097 x 7720.00 kwh) 7.49
Environmental Surcharge (2.240% x \$596.34) 13.36
Total Electric Charges \$609.70

RECEIVED JUN - 1 2010

Batch 83359

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
Unit Charge (\$6.26 x 1 Light) 6.26

Rate Type: 50,000L Directional HPS RC-489
Unit Charge (\$15.65 x 1 Light) 15.65

Other Charges For Above Rates
Fuel Adjustment (\$0.00012 x 160 kwh) 0.02
Environmental Surcharge (2.240% x \$21.93) 0.49
Total Unmetered Charges 22.42

345101.5465.10

Doc 262660



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Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service:

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Open Mon-Fri 8 a.m. to 5 p.m. EST
www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

27150A

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	76°
Number of Days Billed	31	35
Electric/kwh per day	34.3	38.8

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
 Account Name: CITY OF CLINTON LIFT STA
 Service Address: Disposal Lift Sta
 Next Read Will Occur: 07/22/10 - 07/28/10

BILLING SUMMARY

Previous Balance	156.95
Payment(s) Received 5/27 - 6/28	-156.95
Balance as of 6/28	0.00
Current Electric Charges	95.60
Current Unmetered Charges	7.91
Current Taxes and Fees	3.11
Current Charges as of 6/28	106.62
Total Amount Due	106.62

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00
Customer Charge	77.26
Energy Charge	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00077 - x 1032 kwh)	-0.79
Electric DSM (\$0.00097 x 1032.00 kwh)	1.00
Environmental Surcharge (9.290% x \$87.47)	8.13
Total Electric Charges	\$95.60

UNMETERED CHARGES

Rate Type: 9,500L Directional HPS RC-487	7.27
Unit Charge (\$7.27 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00077 - x 33 kwh)	-0.03
Environmental Surcharge (9.290% x \$7.24)	0.67
Total Unmetered Charges	7.91

JUN 29 2010

Please see reverse side for additional charges.



an **e-on** company

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

7150

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	76°
Number of Days Billed	31	34
Electric/kwh per day	2.8	8.9

DUE DATE	Pay This Amount
07/12/10	\$20.37

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 100 E Jackson St Storage
 Next Read Will Occur: 07/22/10 - 07/28/10

BILLING SUMMARY

Previous Balance	19.39
Payment(s) Received 5/27 - 6/28	-19.39
Balance as of 6/28	0.00
Current Electric Charges	18.23
Current Taxes and Fees	2.14
Current Charges as of 6/28	20.37
Total Amount Due	20.37

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # L096422
Energy Charge	Actual Reading on 6/25 6401
Other Charges For Above Rates (UN 28 2010)	Previous Reading on 5/25 6312
Fuel Adjustment (\$0.00077 x 89 kwh)	Current kwh Usage 89
Electric DSM (\$0.00097 x 89.00 kwh)	Meter Multiplier 1
Environmental Surcharge (9.290% x \$16.68)	Metered kwh Usage 89
Total Electric Charges	\$18.23

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$18.23)	0.55
Franchise Fee-Clinton (2.37% x \$18.23)	0.43
Sales Tax (6.000% x \$19.21)	1.16
Total Taxes and Fees	\$2.14

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$1.02

IMPORTANT INFORMATION

For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.

Please see reverse side for additional charges.



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Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service:

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Open Mon-Fri 8 a.m. to 5 p.m. EST
www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

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JUN 25 2010
Averages for Billing Period
Average Temperature 78° Year 74°
Number of Days Billed 32 Year 33
Electric/kwh per day 1.0 Year 1.0

DUE DATE	Pay This Amount
07/06/10	\$7.60

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 116 W Depot St
 Next Read Will Occur: 07/22/10 - 07/28/10

BILLING SUMMARY

Previous Balance	7.15
Payment(s) Received 5/25 - 6/23	-7.15
Balance as of 6/23	0.00
Current Unmetered Charges	6.81
Current Taxes and Fees	0.79
Current Charges as of 6/23	7.60
Total Amount Due	7.60

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$6.26 x 1 Light) 6.26
 Batch 85272
 Other Charges For Above Rates
 Fuel Adjustment (\$0.0077 - x 33 kwh) -0.03
 Environmental Surcharge (9.290% x \$6.23) 0.58
 Total Unmetered Charges 6.81
 Doc 272017

METER AND USAGE INFORMATION

Service Type	Number of Lights	Number of Poles	Billing From	Billing To	Period	Usage
9,500L Open Bottom HPS Std RC-	1	n/a	05/22/10	06/22/10		33
			Total Usage			33

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.81) 0.20
 Franchise Fee-Clinton (2.37% x \$6.81) 0.16
 Sales Tax (6.000% x \$7.17) 0.43
Total Taxes and Fees \$0.79

Please see reverse side for additional charges.



an e-on company

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

277633

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
08/04/10	\$86.53

ACCOUNT INFORMATION

Account Number: 3000-0019-6950
 Account Name: CITY OF CLINTON LIFT STA
 Service Address: Disposal Lift Sta
 Next Read Will Occur: 08/23/10 - 08/27/10

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	75°
Number of Days Billed	27	30
Electric/kwh per day	30.5	30.9

BILLING SUMMARY

Previous Balance	106.62
Payment(s) Received 6/29 - 7/23	-106.62
Balance as of 7/23	0.00
Current Electric Charges	76.21
Current Unmetered Charges	7.80
Current Taxes and Fees	2.52
Current Charges as of 7/23	86.53
Total Amount Due	86.53

Rate Type: General Services - 3 Phase

Customer Charge	10.00
Energy Charge	59.44
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 794 kwh)	1.34
Electric DSM (\$0.00097 x 794.00 kwh)	0.77
Environmental Surcharge (6.510% x \$71.55)	4.66
Total Electric Charges	\$76.21

Rate Type: 9,500L Directional HPS RC-487

Unit Charge (\$7.27 x 1 Light)	7.27
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 31 kwh)	0.05
Environmental Surcharge (6.510% x \$7.32)	0.48
Total Unmetered Charges	7.80

RECEIVED
JUL 20 2010

Please see reverse side for additional charges.



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Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service: www.eon-us.com (24 hours a day)

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Open Mon-Fri 8 a.m. to 5 p.m. EST

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

277634

Averages for Billing Period	This Year	Last Year
Average Temperature	80°	75°
Number of Days Billed	30	30
Electric/kwh per day	1.0	1.0

DUE DATE	Pay This Amount
08/04/10	\$7.51

ACCOUNT INFORMATION

Account Number: 3000-0029-5703
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 116 W Depot St
 Next Read Will Occur: 08/23/10 - 08/27/10

BILLING SUMMARY

Previous Balance	7.60
Payment(s) Received 6/24 - 7/23	-7.60
Balance as of 7/23	0.00
Current Unmetered Charges	6.72
Current Taxes and Fees	0.79
Current Charges as of 7/23	7.51
Total Amount Due	7.51

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$6.26 x 1 Light) 6.26

Other Charges For Above Rates

Fuel Adjustment (\$0.00169 x 31 kwh) 0.05
 Environmental Surcharge (6.510% x \$6.31) 0.41
Total Unmetered Charges 6.72

METER AND USAGE INFORMATION

UNMETERED

OL Number	n/a	Service Type	9,500L Open Bottom HPS Std RC-
Number of Lights	1	Number of Poles	n/a
Billing From	06/23/10	Billing To	07/22/10
Usage kwh	31	Total Usage	31

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$6.72)	0.20
Franchise Fee-Clinton (2.37% x \$6.72)	0.16
Sales Tax (6.000% x \$7.08)	0.43
Total Taxes and Fees	\$0.79

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JUL 27 2010

Please see reverse side for additional charges.



an **e-on** company

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

277636

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	75°
Number of Days Billed	27	28
Electric/kwh per day	1.6	7.4

DUE DATE	Pay This Amount
08/04/10	\$15.94

ACCOUNT INFORMATION

Account Number: 3000-0601-6939
Account Name: WATER SERVICE CORP OF KY
Service Address: 100 E Jackson St Storage
Next Read Will Occur: 08/23/10 - 08/27/10

BILLING SUMMARY

Previous Balance	20.37
Payment(s) Received 6/29 - 7/23	-20.37
Balance as of 7/23	0.00
Current Electric Charges	14.27
Current Taxes and Fees	1.67
Current Charges as of 7/23	15.94
Total Amount Due	15.94

ELECTRIC CHARGES

Rate Type: General Services		
Customer Charge	10.00	Meter Reading Information
Energy Charge	3.29	Meter # L096422
Other Charges For Above Rates		Actual Reading on 7/22/10
Fuel Adjustment (\$0.00169 x 44 kwh)	0.07	6445
Electric DSM (\$0.00097 x 44.00 kwh)	0.04	Previous Reading on 6/25/10
Environmental Surcharge (6.510% x \$13.40)	0.87	6401
Total Electric Charges	\$14.27	Current kwh Usage
		Meter Multiplier
		44
		Metered kwh Usage
		1
		44

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$14.27)	0.43
Franchise Fee-Clinton (2.37% x \$14.27)	0.34
Sales Tax (6.000% x \$15.04)	0.90
Total Taxes and Fees	\$1.67

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.80

Please see reverse side for additional charges.



an e-on company

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-in Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

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ACCOUNT INFORMATION

Account Number: 3000-0240-5177
Account Name: WATER SERVICE CORP OF KY
Service Address: 333 S Washington St
Next Read Will Occur: 08/24/10 - 08/30/10

BILLING SUMMARY

Previous Balance	14.22
Payment(s) Received 6/30 - 7/26	-14.22
Balance as of 7/26	0.00
Current Electric Charges	11.98
Current Taxes and Fees	1.40
Current Charges as of 7/26	13.38
Total Amount Due	13.38

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	74°
Number of Days Billed	25	32
Electric/kwh per day	0.6	0.6

ENERGY CHARGES

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JUL 29 2010

Rate Type: General Services		
Customer Charge	10.00	Meter # C337971
Energy Charge	1.20	Actual Reading on 7/23/10 12352
		Previous Reading on 6/28/10 12336
Other Charges For Above Rates		
Fuel Adjustment (\$0.00169 x 16 kwh)	0.03	Current kwh Usage 16
Electric DSM (\$0.00097 x 16.00 kwh)	0.02	Meter Multiplier 1
Environmental Surcharge (6.510% x \$11.25)	0.73	Metered kwh Usage 16
Total Electric Charges	\$11.98	

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$11.98)	0.36
Franchise Fee-Clinton (2.37% x \$11.98)	0.28
Sales Tax (6.000% x \$12.62)	0.76
Total Taxes and Fees	\$1.40

ACCOUNT INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$0.67

Please see reverse side for additional charges.



an e-on company

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
08/09/10	\$790.83

ACCOUNT INFORMATION	
Account Number:	3000-0510-9479
Account Name:	WATER SERVICE CORP OF KY
Service Address:	414 Short St Water Pl
Next Read Will Occur:	08/26/10 - 09/01/10

300K698

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Averages for Billing Period	This Year	Last Year
Average Temperature	81°	74°
Number of Days Billed	28	32
Electric/kwh per day	297.4	241.5

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BILLING SUMMARY	
Previous Balance	1,057.65
Payment(s) Received 7/1 - 7/28	-1,057.65
Balance as of 7/28	0.00
Current Electric Charges	684.40
Current Unmetered Charges	23.64
Current Taxes and Fees	82.79
Current Charges as of 7/28	790.83
Total Amount Due	790.83

ELECTRIC CHARGES	
Rate Type: General Services - 3 Phase	10.00
Customer Charge	610.86
Energy Charge	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 8160 kwh)	13.79
Electric DSM (\$0.00097 x 8160.00 kwh)	7.92
Environmental Surcharge (6.510% x \$642.57)	41.83
Total Electric Charges	\$684.40
Batch	
Doc	

UNMETERED CHARGES	
Rate Type: 9,500L Open Bottom HPS Std RC-428	6.26
Unit Charge (\$6.26 x 1 Light)	
Rate Type: 50,000L Directional HPS RC-489	15.65
Unit Charge (\$15.65 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 169 kwh)	0.29
Environmental Surcharge (6.510% x \$22.20)	1.44
Total Unmetered Charges	23.64

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JUL 30 2010

Please see reverse side for additional charges.



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Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service: www.eon-us.com (24 hours a day)

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
Open Mon-Fri 8 a.m. to 5 p.m. ET

3088608

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

DUE DATE	Pay This Amount
09/08/10	\$998.45

ACCOUNT INFORMATION

Account Number: 3000-0510-9479
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 414 Short St Water Pl
 Next Read Will Occur: 09/27/10 - 10/01/10
 Date Bill Mailed: 08/27/10

Averages for Billing Period	This Year	Last Year
Average Temperature	83°	74°
Number of Days Billed	30	29
Electric/kwh per day	325.6	271.9

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AUG 30 2010

BILLING SUMMARY

Previous Balance	790.83
Payment(s) Received 7/29 - 8/27	-790.83
Balance as of 8/27	0.00
Current Electric Charges	868.07
Current Unmetered Charges	25.86
Current Taxes and Fees	104.52
Current Charges as of 8/27	998.45
Total Amount Due	998.45

ELECTRIC CHARGES

Rate Type: General Service - 3 Phase
 Basic Service Charge 29.50
 Energy Charge 744.45

Other Charges For Above Rates
 Fuel Adjustment (\$0.00538 x 9600 kwh) 51.65
 Electric DSM (\$0.00058 x 9600.00 kwh) 5.57
 Environmental Surcharge (4.440% x \$831.17) 36.90
Total Electric Charges \$868.07

Batch 89607
 Doc 287400

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428
 Unit Charge (\$6.26 x 1 Light x 04/ 30 Days) 0.83
 Unit Charge (\$6.90 x 1 Light x 26/ 30 Days) 5.98

Rate Type: 50,000L Directional HPS RC-489
 Unit Charge (\$15.65 x 1 Light x 04/ 30 Days) 2.09
 Unit Charge (\$17.25 x 1 Light x 26/ 30 Days) 14.95

Other Charges For Above Rates
 Fuel Adjustment (\$0.00538 x 168 kwh) 0.91
 Environmental Surcharge (4.440% x \$24.76) 1.10

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Please see reverse side for additional charges.



Telephone Payments:
Customer Service:
Walk-In Center:
Online Customer Self-Service:

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
Open Mon-Fri 8 a.m. to 5 p.m. ET
www.eon-us.com (24 hours a day)

KU an **eon** company

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

22

Averages for Billing Period	This Year	Last Year
Average Temperature	75°	71°
Number of Days Billed	31	32
Electric/kwh per day	38.5	27.8

ACCOUNT INFORMATION	
Account Number:	3000-0019-6950
Account Name:	CITY OF CLINTON LIFT STA
Service Address:	Disposal Lift Sta
Next Read Will Occur:	10/21/10 - 10/27/10
Date Bill Mailed:	09/24/10

BILLING SUMMARY	
Previous Balance	194.42
Payment(s) Received 8/25 - 9/24	-194.42
Balance as of 9/24	0.00
Current Electric Charges	132.15
Current Unmetered Charges	8.43
Current Taxes and Fees	4.21
Current Charges as of 9/24	144.79
Total Amount Due	144.79

ELECTRIC CHARGES	
Rate Type: General Service - 3 Phase	32.50
Basic Service Charge	90.28
Energy Charge (\$0.07796 x 1158.00 kwh)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00352 x 1158 kwh)	4.08
Electric DSM (\$0.00058 x 1158.00 kwh)	0.67
Environmental Surcharge (3.620% x \$127.53)	4.62
Total Electric Charges	\$132.15

UNMETERED CHARGES	
Rate Type: 9,500L Directional HPS RC-487	
Unit Charge (\$8.01 x 1 Light)	8.01
Other Charges For Above Rates	
Fuel Adjustment (\$0.00352 x 37 kwh)	0.13
Environmental Surcharge (3.620% x \$8.14)	0.29
Total Unmetered Charges	8.43

SEP 27 2010

Please see reverse side for additional charges.



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Please have your account number available when calling to discuss your account.

2025/09/27

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
 Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. ET
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
10/05/10	\$8.13

ACCOUNT INFORMATION	
Account Number:	3000-0029-5703
Account Name:	WATER SERVICE CORP OF KY
Service Address:	116 W Depot St
Next Read Will Occur:	10/21/10 - 10/27/10
Date Bill Mailed:	09/23/10

Averages for Billing Period	This Year	Last Year
Average Temperature	74°	71°
Number of Days Billed	30	32
Electric/kwh per day	1.2	1.2

BILLING SUMMARY	
Previous Balance	8.07
Payment(s) Received 8/25 - 9/23	-8.07
Balance as of 9/23	0.00
Current Unmetered Charges	7.28
Current Taxes and Fees	0.85
Current Charges as of 9/23	8.13
Total Amount Due	8.13

UNMETERED CHARGES	
Rate Type: 9,500L Open Bottom HPS Std RC-428	6.90
Unit Charge (\$6.90 x 1 Light)	
Other Charges For Above Rates	
Fuel Adjustment (\$0.00352 x 37 kwh)	0.13
Environmental Surcharge (3.620% x \$7.03)	0.25
Total Unmetered Charges	7.28

METER AND USAGE INFORMATION	
UNMETERED	Service Type
OL	9,500L Open Bottom HPS Std RC-
Number of Lights	1
Number of Poles	n/a
Billing From	08/24/10
Billing To	09/22/10
Usage kwh	37
Total Usage	37

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$7.28)	0.22
Franchise Fee-Clinton (2.37% x \$7.28)	0.17
Sales Tax (6.000% x \$7.67)	0.46
Total Taxes and Fees	\$0.85

Please see reverse side for additional charges.

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Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

2025

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
 Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. ET
 Online Customer Self-Service: www.eco-us.com (24 hours a day)

DUE DATE	Pay This Amount
10/06/10	\$26.52

ACCOUNT INFORMATION
 Account Number: 3000-0601-6939
 Account Name: WATER SERVICE CORP OF KY
 Service Address: 100 E Jackson St Storage
 Next Read Will Occur: 10/21/10 - 10/27/10
 Date Bill Mailed: 09/24/10

Averages for Billing Period	This Year	Last Year
Average Temperature	75°	71°
Number of Days Billed	31	32
Electric/kwh per day	2.1	11.7

BILLING SUMMARY

Previous Balance	21.64
Payment(s) Received 8/25 - 9/24	-21.64
Balance as of 9/24	0.00
Current Electric Charges	23.75
Current Taxes and Fees	2.77
Current Charges as of 9/24	26.52
Total Amount Due	26.52

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information	
Basic Service Charge	Meter # L096422	6549
Energy Charge (\$0.07796 x 66.00 kwh)	Actual Reading on 9/23/10	6483
Other Charges For Above Rates	Previous Reading on 8/23/10	66
Fuel Adjustment (\$0.00352 x 66 kwh)	Current kwh Usage	1
Electric DSM (\$0.00058 x 66.00 kwh)	Meter Multiplier	66
Environmental Surcharge (3.620% x \$22.92)	Metered kwh Usage	
Total Electric Charges		\$23.75

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$23.75)	0.71
Franchise Fee-Clinton (2.37% x \$23.75)	0.56
Sales Tax (6.000% x \$25.02)	1.50
Total Taxes and Fees	\$2.77

BILLING INFORMATION
 Late Charge to be Assessed 3 Days After Due Date \$1.33

Please see reverse side for additional charges.



an **KON** company

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

2023945

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. ET
Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE	Pay This Amount
10/06/10	\$22.06

ACCOUNT INFORMATION	
Account Number:	3000-0240-5177
Account Name:	WATER SERVICE CORP OF KY
Service Address:	333 S Washington St
Next Read Will Occur:	10/22/10 - 10/28/10
Date Bill Mailed:	09/24/10

Averages for	This	Last
Billing Period	Year	Year
Average Temperature	75°	71°
Number of Days Billed	30	30
Electric/kwh per day	0.6	0.6

BILLING SUMMARY	
Previous Balance	20.27
Payment(s) Received 8/26 - 9/24	-20.27
Balance as of 9/24	0.00
Current Electric Charges	19.75
Current Taxes and Fees	2.31
Current Charges as of 9/24	22.06
Total Amount Due	22.06

ELECTRIC CHARGES	
Rate Type: General Services	Meter Reading Information
Basic Service Charge	Meter # C337971
Energy Charge (\$0.07796 x 19.00 kwh)	Actual Reading on 9/23/10
Other Charges For Above Rates	Previous Reading on 8/24/10
Fuel Adjustment (\$0.00352 x 19 kwh)	12392
Electric DSM (\$0.00058 x 19.00 kwh)	12373
Environmental Surcharge (3.620% x \$19.06)	19
Total Electric Charges	Current kwh Usage
	Meter Multiplier
	Metered kwh Usage
	19
	1
	19
	\$19.75

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$19.75)	0.59
Franchise Fee-Clinton (2.37% x \$19.75)	0.47
Sales Tax (6.000% x \$20.81)	1.25
Total Taxes and Fees	\$2.31

BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$1.11

SEP 27 2010

Please see reverse side for additional charges.

WSC of Kentucky
Docket 2010-00476
DR 1-31c MiddlesboroRate Schedules

Account #	Rate Type	Service Address
3000-0510-9479	General Service 3 Phase	414 Short St Water Place
3000-0019-6950	General Service 3 Phase	Disposal Lift Station
3000-0240-5177	General Services	333 S Washington St
3000-0601-6939	General Services	100 E. Jackson St Storage
3000-0029-5703	9,500L Open Bottom HPS std RC-428	116 W Depot St

32.
 - a. Identify the electric utility that serves Water Service's facilities in Clinton .
 - b. Provide the monthly bills that were rendered to Water Service during the test period for electric service to its facilities in Clinton.
 - c. State the rate schedule(s) under which the electric utility provides electric service to Water Service facilities in Clinton. If service is provided under more than one rate schedule, list for each rate schedule the facilities that are served under that schedule.

Response Witness Brian Shrake:

- a. Clinton is served By Kentucky Utilities and Hickman Fulton Counties Rural Electric Cooperative Corporation
- b. Please see attached PDF file DR 1-32b
- c. Please see attached Excel File DR 1-32c

Customer Service: 1-800-383-5582 Mon-Fri 7AM-6PM(EST)
 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
 Telephone Payments: (800) 807-3596
 Power Outage Reporting: (502) 589-3500
 www.eon-us.com

DUE DATE **AMOUNT DUE**
 10/12/09 \$2,620.75

Pay your bill easily, even automatically! Sign up for our Automatic Bank Club to have your payments automatically deducted from your bank account. Check the box on the back of your bill stub to sign up.

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Date:	10/01/09

BILLING SUMMARY	
Previous Balance	2,738.56
Summary Transfer	(2,738.56)
Balance as of 09/18	0.00
Electric Charges	2,400.40
Taxes and Fees	220.35
Utility Charges as of 09/18	2,620.75
Total Amount Due	2,620.75

Averages for Billing Period	This Year	Last Year
Average Temperature	74°	74°
Number of Days Billed	27	30
Electric/kwh per day	1398.5	1274.6

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,278.55
Demand Charge (\$7.65 x 98.70 kw)	755.06
Other Charges For Above Rates	
Fuel Adjustment (\$0.00113 x 37760 kwh)	42.67
Environmental Surcharge (11.580% x \$2151.28)	249.12
Total Electric Charges	\$2,400.40

METER AND USAGE INFORMATION

ELECTRIC									
	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
Power Service - Secondary									
kwh	C532031	08/05/09	52808	09/01/09	53752	R	40		37760
demand	C532031	01/01/70		09/01/09	2.4675	R	40	98.70	
							Total Usage	98.70	37760

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$2400.40)	72.01
Sales Tax (6.000% x \$2472.41)	148.34
Total Taxes and Fees	\$220.35

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WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

Customer Service: 1-800-383-5582 Mon-Fri 7AM-6PM(EST)
 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
 Telephone Payments: (800) 807-3596
 Power Outage Reporting: (502) 589-3500
 www.eon-us.com

DUE DATE **AMOUNT DUE**
 10/12/09 \$1,601.02

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ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filt Pit
Next Read Date:	10/01/09

Averages for Billing Period	This Year	Last Year
Average Temperature	74°	74°
Number of Days Billed	29	0
Electric/kwh per day	750.5	0.0

BILLING SUMMARY	
Previous Balance	1,674.50
Summary Transfer	(1,674.50)
Balance as of 09/18	0.00
Electric Charges	1,404.31
Unmetered Charges	62.09
Taxes and Fees	134.62
Utility Charges as of 09/18	1,601.02
Total Amount Due	1,601.02

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	721.90
Demand Charge (\$7.65 x 57.20 kw)	437.58
Other Charges For Above Rates	
Fuel Adjustment (\$0.00113 x 21320 kwh)	24.09
Environmental Surcharge (11.580% x \$1258.57)	145.74
Total Electric Charges	\$1,404.31

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$5.63 x 2 Lights)	11.26
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$14.63 x 3 Lights)	43.89
Other Charges For Above Rates	
Fuel Adjustment (\$0.00113 x 445 kwh)	0.50
Environmental Surcharge (11.580% x \$55.65)	6.44
Total Unmetered Charges	62.09

201912

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108



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Customer Service: 1-800-383-5582 Mon-Fri 7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596

www.eon-us.com

Pay your bill easily, even automatically! Sign up for our Automatic Bank Club to have your payments automatically deducted from your bank account. Check the box on the back of your bill stub to sign up.

Averages for Billing Period	This Year	Last Year
Average Temperature	69°	72°
Number of Days Billed	30	29
Electric/kwh per day	27.5	36.6

Previous Balance	90.98
Payment as of 10/01	(90.98)
Balance as of 10/01	0.00
Electric Charges	76.44
Taxes and Fees	8.78
Utility Charges as of 10/01	85.22
Total Amount Due	85.22

ACCOUNT INFORMATION	
Account Number:	3000-0419-7897
Account Name:	WATER SVC CORP OF KY
Service Address:	N 19th St
Next Read Date:	10/28/09

DUE DATE	AMOUNT DUE
10/13/09	\$85.22

ELECTRIC CHARGES	
Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 09/30 84925
	Previous Reading on 08/31 84100
Other Charges For Above Rates	Current kwh Usage 825
Fuel Adjustment (\$0.00180 x 825 kwh)	Meter Multiplier 1
Electric DSM (\$0.00041 x 825.00 kwh)	Metered kwh Usage 825
Environmental Surcharge (11.940% x \$68.29)	
Total Electric Charges	\$76.44

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$76.44)	2.29
Franchise Fee-Middlesboro (2.19% x \$76.44)	1.67
Sales Tax (6.000% x \$80.40)	4.82
Total Taxes and Fees	\$8.78

BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$4.26

201914

Please see reverse side for additional charges. Bring entire bill when paying in person.



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Averages for Billing Period	This Year	Last Year
Average Temperature	69°	72°
Number of Days Billed	30	29
Electric/kwh per day	11.4	5.1

BILLING SUMMARY

Previous Balance	38.69
Payment as of 10/01	(38.69)
Balance as of 10/01	0.00
Electric Charges	38.40
Taxes and Fees	3.52
Utility Charges as of 10/01	41.92
Total Amount Due	41.92

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Date: 10/28/09

DUE DATE	AMOUNT DUE
10/13/09	\$41.92

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
 Customer Charge
 Energy Charge

Other Charges For Above Rates

Fuel Adjustment (\$0.00180 x 344 kwh)
 Electric DSM (\$0.00041 x 344.00 kwh)
 Environmental Surcharge (11.940% x \$34.30)
Total Electric Charges

10.00
 23.54
 0.62
 0.14
 4.10
\$38.40

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
General Services - 3 Phase	08/31/09	17652	09/30/09	17996	R	1		344
kwh			09/30/09	8,2000	R	1	8.20	
demand	08/22/08						8.20	344
Total Usage							8.20	344

TAXES AND FEES

Rate Increase For School Tax (3.0000% x \$38.40)
 Sales Tax (6.0000% x \$39.55)
Total Taxes and Fees

1.15
 2.37
\$3.52

201915

1877
642

FOR OUTAGES OR OTHER EMERGENCIES CALL

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13008450

Account Number 294601	Account Name WATER SERVICE CORP OF KY	Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25669385
Service From: 08/20/09	No. Days To: 09/22/09	Bill Type Minimum	Previous Reading 760	Multiplicar 1	KWH Usage 0	Charges 19.22
0.005570 TVA FUEL COST ADJUSTMENT						
175M MVL						
STATE TAX						
SCHOOL TAX						
TOTAL CURRENT BILL DUE		10/25/09		Batch <u>66776</u>		
PREVIOUS AMOUNT DUE		09/14/09		Doc <u>203974</u>		
THANK YOU FOR YOUR PAYMENT						
TOTAL AMOUNT DUE						
NON-PAY DISCONNECT DATE 11/07/09						
NO SECOND NOTICE WILL BE SENT						

COMPARISONS	Days Services	Total KWH	Avg. KWH/Day	Cost Per Day	TOTAL DUE	\$
Current Billing Period	33	0	0	0	10/25/09	32.61
Previous Billing Period	28	0	0	0	After Due Date Pay:	34.10
Same Period Last Year	34	0	0	0		

Your Electricity Use Over The Last 13 Months

10	S	O	N	P	J	F	M	A	M	J	J	A	S
----	---	---	---	---	---	---	---	---	---	---	---	---	---

EACH FRIDAY IN OCTOBER HICKMAN-FULTON COUNTIES RECC WILL BE CELEBRATING 'FLUORESCENT FRIDAYS'. STOP BY OUR OFFICE TO PAY YOUR BILL AND RECEIVE A FREE FLUORESCENT LIGHT BULB.

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energy right® Home e-Valuation	Credit Card Draft
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	Water Heater Rebate
	Surge Protection
	Gift Certificates

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209218
 DUE DATE 11/10/09
 AMOUNT DUE \$2,759.39

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ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	10/30/09 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	69°	71°
Number of Days Billed	30	29
Electric/kwh per day	1365.3	1314.4

BILLING SUMMARY	
Previous Balance	2,620.75
Summary Transfer	(2,620.75)
Balance as of 10/19	0.00
Electric Charges	2,527.38
Taxes and Fees	232.01
Utility Charges as of 10/19	2,759.39
Total Amount Due	2,759.39

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,386.91
Demand Charge (\$7.65 x 94.40 kw)	722.16
Other Charges For Above Rates	
Fuel Adjustment (\$0.00180 x 40960 kwh)	73.73
Environmental Surcharge (11.940% x \$2257.80)	269.58
Total Electric Charges	\$2,527.38

METER AND USAGE INFORMATION

ELECTRIC									
	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
Power Service - Secondary									
kwh	C532031	09/01/09	53752	10/01/09	54776	R	40		40960
demand	C532031	09/01/09		10/01/09	2.3600	R	40	94.40	
							Total Usage	94.40	40960

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$2527.38)	75.82
Sales Tax (6.000% x \$2603.20)	156.19
Total Taxes and Fees	\$232.01

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

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209219

DUE DATE **AMOUNT DUE**
 11/10/09 \$1,740.47

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ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Fill Pit
Next Read Will Occur:	10/30/09 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	69°	71°
Number of Days Billed	30	0
Electric/kwh per day	802.4	0.0

BILLING SUMMARY	
Previous Balance	1,601.02
Summary Transfer	(1,601.02)
Balance as of 10/19	0.00
Electric Charges	1,531.37
Unmetered Charges	62.76
Taxes and Fees	146.34
Utility Charges as of 10/19	1,740.47
Total Amount Due	1,740.47

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	797.74
Demand Charge (\$7.65 x 59.20 kw)	452.88
Other Charges For Above Rates	
Fuel Adjustment (\$0.00180 x 23560 kwh)	42.41
Environmental Surcharge (11.940% x \$1368.03)	163.34
Total Electric Charges	\$1,531.37

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$5.63 x 2 Lights)	11.26
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$14.63 x 3 Lights)	43.89
Other Charges For Above Rates	
Fuel Adjustment (\$0.00180 x 512 kwh)	0.92
Environmental Surcharge (11.940% x \$56.07)	6.69
Total Unmetered Charges	62.76

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
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ACCOUNT INFORMATION
Account Number: 3000-0419-7897
Account Name: WATER SVC CORP OF KY
Service Address: N 19th St
Next Read Will Occur: 11/30/09 - 12/04/09

DUE DATE	AMOUNT DUE
11/16/09	\$59.33

Averages for Billing Period	This Year	Last Year
Average Temperature	54°	57°
Number of Days Billed	30	29
Electric/kwh per day	18.1	27.6

5102.546510

BILLING SUMMARY

Previous Balance	85.22
Payment as of 11/02	(85.22)
Balance as of 11/02	0.00
Electric Charges	53.20
Taxes and Fees	6.13
Utility Charges as of 11/02	59.33
Total Amount Due	59.33

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 10/30 85469
Other Charges For Above Rates	Previous Reading on 09/30 84925
Fuel Adjustment (\$0.00071 x 544 kwh)	Current kwh Usage 544
Electric DSM (\$0.00041 x 544.00 kwh)	Meter Multiplier 1
Environmental Surcharge (11.200% x \$47.84)	Metered kwh Usage 544
Total Electric Charges	\$53.20

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NOV - 5 2009

Batch 69355

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$53.20)	1.60
Franchise Fee-Middlesboro (2.19% x \$53.20)	1.17
Sales Tax (6.000% x \$55.97)	3.36
Total Taxes and Fees	\$6.13

Doc 2/2555

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$2.96

Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.



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ACCOUNT INFORMATION

Account Number: 3000-0837-9400
Account Name: WATER SVC CORP OF KY
Service Address: Beans Fork Rd Pump St
Next Read Will Occur: 11/30/09 - 12/04/09

DUE DATE	AMOUNT DUE
11/16/09	\$38.73

BILLING SUMMARY

Previous Balance	41.92
Payment as of 11/02	(41.92)
Balance as of 11/02	0.00
Electric Charges	35.48
Taxes and Fees	3.25
Utility Charges as of 11/02	38.73
Total Amount Due	38.73

Averages for Billing Period	This Year	Last Year
Average Temperature	54°	57°
Number of Days Billed	30	29
Electric/kwh per day	10.5	8.1

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
 Customer Charge 10.00
 Energy Charge 21.56
 Other Charges For Above Rates
 Fuel Adjustment (\$0.00071 x 315 kwh) 0.22
 Electric DSM (\$0.00041 x 315.00 kwh) 0.13
 Environmental Surcharge (11.200% x \$31.91) 3.57
Total Electric Charges \$35.48

Batch 69355
 Doc 212556

METER AND USAGE INFORMATION

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	
General Services - 3 Phase kwh	09/30/09	17996	10/30/09	18311	R	1	315	
demand	09/30/09		10/30/09	8.2000	R	1	8.20	
Total Usage							8.20	315

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$35.48) 1.06
 Sales Tax (6.000% x \$36.54) 2.19
Total Taxes and Fees \$3.25

30094561881
639



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Account Number 294601	Account Name WATER SERVICE CORP OF KY	Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25669385
Service From 09/22/09	No. Days 10/22/09 30	Bill Type Minimum	Reading Previous 760	Multiplier 1	KWH Usage 0	Charges 19.22
-0.002240 TVA FUEL COST ADJUSTMENT						
1.175W MWL						
STATE TAX						
SCHOOL TAX						
TOTAL CURRENT BILL DUE 11/25/09 32.00						
PREVIOUS AMOUNT DUE 32.61						
THANK YOU FOR YOUR PAYMENT 10/19/09 RECEIVED						
TOTAL AMOUNT DUE -32.61						
NON-PAY-DISCONNECT DATE 12/07/09 32.00						
NO SECOND NOTICE WILL BE SENT						
<p style="text-align: right;">Batch <u>69495</u> Doc <u>213020</u></p> <p style="text-align: right;">NOV 19 2009</p> <p style="text-align: right;"><i>345702, 54485.6</i></p>						
COMPARISONS	Days Service	Total KWH	Avg. KWH/Day	Cost Per Day	TOTAL DUE	\$ 32.00
Current Billing Period	30	0	0	0	Due Date	11/25/09
Previous Billing Period	33	0	0	0	After Due Date Pay:	33.46
Same Period Last Year	27	0	0	0	Fill in Billing After Due Date	

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DUE DATE **AMOUNT DUE**
 12/10/09 \$2,961.48

See savings with our online Home Energy Calculator. Our calculator can help you determine where to make improvements in your home so you can save money on your monthly energy bill.

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ACCOUNT INFORMATION

Account Number: 3000-0781-6329
Account Name: WATER SVC CORP OF KY
Service Address: Fern Lake
Next Read Will Occur: 12/02/09 - //

BILLING SUMMARY

Previous Balance 2,759.39
 Summary Transfer (2,759.39)
 Balance as of 11/17 0.00
 Electric Charges 2,712.48
 Taxes and Fees 249.00
 Utility Charges as of 11/17 2,961.48
Total Amount Due 2,961.48

Averages for Billing Period This Year Last Year
 Average Temperature 54° 57°
 Number of Days Billed 32 31
 Electric/kwh per day 1412.5 1283.8

ELECTRIC CHARGES

Rate Type: Power Service - Secondary

Customer Charge 75.00
 Energy Charge 1,530.47
 Demand Charge (\$7.65 x 104.80 kw) 801.72

Other Charges For Above Rates

Fuel Adjustment (\$0.00071 x 45200 kwh) 32.09
 Environmental Surcharge (11.200% x \$2439.28) 273.20
Total Electric Charges \$2,712.48

METER AND USAGE INFORMATION

ELECTRIC

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
Power Service - Secondary									
kwh	C532031	10/01/09	54776	11/02/09	55906	R	40		45200
demand	C532031	10/01/09		11/02/09	2.6200	R	40	104.80	
							Total Usage	104.80	45200

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

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DUE DATE **AMOUNT DUE**
 12/10/09 \$2,167.83

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ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filt Pit
Next Read Will Occur:	12/02/09 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	54°	57°
Number of Days Billed	32	0
Electric/kwh per day	845.8	0.0

217435

BILLING SUMMARY	
Previous Balance	1,740.47
Summary Transfer	(1,740.47)
Balance as of 11/17	0.00
Electric Charges	1,923.79
Unmetered Charges	61.76
Taxes and Fees	182.28
Utility Charges as of 11/17	2,167.83
Total Amount Due	2,167.83

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	897.97
Demand Charge (\$7.65 x 96.50 kw)	738.23
Other Charges For Above Rates	
Fuel Adjustment (\$0.00071 x 26520 kwh)	18.83
Environmental Surcharge (11.200% x \$1730.03)	193.76
Total Electric Charges	\$1,923.79

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$5.63 x 2 Lights)	11.26
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$14.63 x 3 Lights)	43.89
Other Charges For Above Rates	
Fuel Adjustment (\$0.00071 x 546 kwh)	0.39
Environmental Surcharge (11.200% x \$55.54)	6.22
Total Unmetered Charges	61.76

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108



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218522

Averages for Billing Period	This Year	Last Year
Average Temperature	48°	43°
Number of Days Billed	32	32
Electric/kwh per day	31.1	46.9

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
Account Name: WATER SVC CORP OF KY
Service Address: N 19th St
Next Read Will Occur: 12/31/09 - 01/07/10

DUE DATE	AMOUNT DUE
12/14/09	\$98.36

BILLING SUMMARY

Previous Balance	59.33
Payment as of 12/02	(59.33)
Balance as of 12/02	0.00
Electric Charges	88.21
Taxes and Fees	10.15
Utility Charges as of 12/02	98.36
Total Amount Due	98.36

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 12/01 86465
	Previous Reading on 10/30 85469
Other Charges For Above Rates	Current kwh Usage 996
Fuel Adjustment (\$0.00016 x 996 kwh)	Meter Multiplier 1
Electric DSM (\$0.00041 x 996.00 kwh)	Metered kwh Usage 996
Environmental Surcharge (12.030% x \$78.74)	
Total Electric Charges	\$88.21

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$88.21)	2.65
Franchise Fee-Middlesboro (2.19% x \$88.21)	1.93
Sales Tax (6.000% x \$92.79)	5.57
Total Taxes and Fees	\$10.15

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$4.92

Please see reverse side for additional charges.

Bring entire bill when paying in person.



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218523

Averages for This Last
Billing Period Year
Average Temperature 48° 43°
Number of Days Billed 33 32
Electric/kwh per day 11.8 14.0

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DUE DATE	AMOUNT DUE
12/15/09	\$45.15

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
Account Name: WATER SVC CORP OF KY
Service Address: Beans Fork Rd Pump St
Next Read Will Occur: 12/31/09 - 01/07/10

BILLING SUMMARY

Previous Balance	38.73
Payment as of 12/03	(38.73)
Balance as of 12/03	0.00
Electric Charges	41.35
Taxes and Fees	3.80
Utility Charges as of 12/03	45.15
Total Amount Due	45.15

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00
Customer Charge	26.69
Energy Charge	
Other Charges For Above Rates	0.06
Fuel Adjustment (\$0.00016 x 390 kwh)	0.16
Electric DSM (\$0.00041 x 390.00 kwh)	4.44
Environmental Surcharge (12.030% x \$36.91)	
Total Electric Charges	\$41.35

METER AND USAGE INFORMATION

ELECTRIC	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
General Services - 3 Phase	C526741	10/30/09	18311	12/02/09	18701	R	1	9.00	390
kwh demand	C526741	10/30/09		12/02/09	9.0000	R	1	9.00	390
							Total Usage	9.00	390

Please see reverse side for additional charges. Bring entire bill when paying in person.

1870
635

DEC 14 2009



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HEARING IMPAIRED
TTY-TDD (711)

Account Number 294601	Account Name WATER SERVICE CORP OF KY	Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25669385
Service From 10/22/09	To 11/20/09	No. Days 29	Reading 760	Present 760	Multipier 1	Charges 18.99
175W MVL		Minimum		KWH Usage 70		10.25
STATE TAX						1.81
SCHOOL TAX						0.88
TOTAL CURRENT BILL DUE		12/25/09		Batch		31.93
PREVIOUS AMOUNT DUE				71526		32.00
THANK YOU FOR YOUR PAYMENT		11/20/09		Doc		-32.00
TOTAL AMOUNT DUE				221214		31.93
NON-PAY DISCONNECT DATE 01/07/10 NO SECOND NOTICE WILL BE SENT						
345102.54510						
COMPARISONS		Total KWH	Avg. KWH/Day	Cost Per Day	TOTAL DUE \$ 31.93	
Current Billing Period	Days Service	0	0	0	Due Date	12/25/09
Previous Billing Period	30	0	0	0	Bill is Delinquent After Due Date	
Same Period Last Year	29	0	0	0	After Due Date Pay: 33.39	
Your Electricity Use Over The Last 13 Months						
10	N	D	J	F	M	A
9						
8						
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3						
2						
1						

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25524

DUE DATE **AMOUNT DUE**
 01/11/10 \$2,932.84

www.eon-us.com

Current due date applies to the current bill only. Previous amount due may be subject to disconnection.

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	01/04/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	47°	42°
Number of Days Billed	31	30
Electric/kwh per day	1406.4	1536.0

BILLING SUMMARY	
Previous Balance	2,961.48
Summary Transfer	(2,911.51)
Balance as of 12/18	49.97
Electric Charges	2,640.48
Taxes and Fees	242.39
Utility Charges as of 12/18	2,882.87
Total Amount Due	2,932.84

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,476.30
Demand Charge (\$7.65 x 104.40 kw)	798.66
Other Charges For Above Rates	
Fuel Adjustment (\$0.00016 x 43600 kwh)	6.98
Environmental Surcharge (12.030% x \$2356.94)	283.54
Total Electric Charges	\$2,640.48

METER AND USAGE INFORMATION

ELECTRIC	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
	Power Service - Secondary								
kwh	C532031	11/02/09	55906	12/03/09	56996	R	40		43600
demand	C532031	11/02/09		12/03/09	2.6100	R	40	104.40	
							Total Usage	104.40	43600

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

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25525

DUE DATE AMOUNT DUE
 01/11/10 \$2,262.26

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ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Fill PII
Next Read Will Occur:	01/04/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	48°	43°
Number of Days Billed	34	0
Electric/kwh per day	873.8	0.0

BILLING SUMMARY	
Previous Balance	2,167.83
Summary Transfer	(2,167.83)
Balance as of 12/18	0.00
Electric Charges	2,010.13
Unmetered Charges	61.91
Taxes and Fees	190.22
Utility Charges as of 12/18	2,262.26
Total Amount Due	2,262.26

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	983.29
Demand Charge (\$7.65 x 95.60 kw)	731.34
Other Charges For Above Rates	
Fuel Adjustment (\$0.00016 x 29040 kwh)	4.65
Environmental Surcharge (12.030% x \$1794.28)	215.85
Total Electric Charges	\$2,010.13

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$5.63 x 2 Lights)	11.26
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$14.63 x 3 Lights)	43.89
Other Charges For Above Rates	
Fuel Adjustment (\$0.00016 x 672 kwh)	0.11
Environmental Surcharge (12.030% x \$55.26)	6.65
Total Unmetered Charges	61.91

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
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JAN - 7 2010

Averages for Billing Period: This Year 36°, Last Year 39°
Average Temperature: 34
Number of Days Billed: 63.6
Electric/kwh per day: 59.7

BILLING SUMMARY	
Previous Balance	98.36
Payment as of 01/05	(98.36)
Balance as of 01/05	0.00
Electric Charges	178.57
Taxes and Fees	20.54
Utility Charges as of 01/05	199.11
Total Amount Due	199.11

DUE DATE	AMOUNT DUE
01/18/10	\$199.11

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
Account Name: WATER SVC CORP OF KY
Service Address: N 19th St
Next Read Will Occur: 01/29/10 - 02/04/10

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 01/04 88629
	Previous Reading on 12/01 86465
Other Charges For Above Rates	Current kwh Usage 2164
Fuel Adjustment (\$0.00138- x 2164 kwh)	Meter Multiplier 1
Electric DSM (\$0.00074 x 2164.00 kwh)	Metered kwh Usage 2164
Environmental Surcharge (13.950% x \$156.71)	
Total Electric Charges	\$178.57

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$178.57)	5.36
Franchise Fee-Middlesboro (2.19% x \$178.57)	3.91
Sales Tax (6.000% x \$187.84)	11.27
Total Taxes and Fees	\$20.54

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$9.96

Batch 73472
Date 227999

345102.5465.10



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RECEIVED

Averages for Billing Period: This Year 35°, Last Year 40°
Average Temperature: 33, 34
Number of Days Billed: 23.5, 16.0
Electric/kwh per day

DUE DATE	AMOUNT DUE
01/18/10	\$78.09

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
Account Name: WATER SVC CORP OF KY
Service Address: Beans Fork Rd Pump St
Next Read Will Occur: 01/29/10 - 02/04/10

BILLING SUMMARY

Previous Balance	45.15
Payment as of 01/05	(45.15)
Balance as of 01/05	0.00
Electric Charges	71.52
Taxes and Fees	6.57
Utility Charges as of 01/05	78.09
Total Amount Due	78.09

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
Customer Charge 10.00
Energy Charge 53.25
Other Charges For Above Rates
Fuel Adjustment (\$0.00138- x 778 kwh)
Electric DSM (\$0.00074 x 778.00 kwh)
Environmental Surcharge (13.950% x \$62.76)
Total Electric Charges \$71.52

Batch 73472

Doc 228000

METER AND USAGE INFORMATION

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
General Services - 3 Phase	12/02/09	18701	01/04/10	19479	R	1		778
kwh	12/02/09		01/04/10	10.5000	R	1	10.50	
demand							10.50	778
							Total Usage	10.50

345102
Subs ID

1875
636

HICKMAN-FULTON COUNTIES RURAL ELECTRIC COOPERATIVE CORPORATION
 Your Touchstone Energy Cooperative
 P.O. Box 190 Hickman, Kentucky 42050-0190

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2008/12/25

Account Number	294601	Account Name	WATER SERVICE CORP OF KY	Rate	40	Cycle	57	Service Address	PRUITT ROAD	Location Number	562065	Meter Number	25669385
Service From	11/20/09	To	12/22/09	No. Days	32	Bill Type	Minimum	Reading Previous	760	Multipplier	1	KWH Usage	0
Charges													18.73
STATE TAX													10.25
SCHOOL TAX													1.79
TOTAL CURRENT BILL DUE													0.87
PREVIOUS AMOUNT DUE													31.64
THANK YOU FOR YOUR PAYMENT													31.93
TOTAL AMOUNT DUE													-31.93
NON-PAY DISCONNECT DATE													31.64
NO SECOND NOTICE WILL BE SENT													
RECEIVED													
JAN 12 2010													
<i>batch 73646</i>													
<i>228564</i>													
TOTAL DUE \$ 31.64													
Due Date 01/25/10													
After Due Date Pay: 33.08													
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DUE DATE **AMOUNT DUE**
 02/10/10 \$3,049.45

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ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	02/01/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	34°	40°
Number of Days Billed	33	34
Electric/kwh per day	1470.3	1203.5

BILLING SUMMARY	
Previous Balance	2,932.84
Summary Transfer	(2,932.84)
Balance as of 01/20	0.00
Electric Charges	2,793.05
Taxes and Fees	256.40
Utility Charges as of 01/20	3,049.45
Total Amount Due	3,049.45

ELECTRIC CHARGES	
Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,642.89
Demand Charge (\$7.65 x 104.60 kw)	800.19
Other Charges For Above Rates	
Fuel Adjustment (\$0.00138- x 48520 kwh)	-66.96
Environmental Surcharge (13.950% x \$2451.12)	341.93
Total Electric Charges	\$2,793.05

235 012

METER AND USAGE INFORMATION									
ELECTRIC									
	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
Power Service - Secondary									
kwh	C532031	12/03/09	56996	01/05/10	58209	R	40		48520
demand	C532031	12/03/09		01/05/10	2.6150	R	40	104.60	
							Total Usage	104.60	48520

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
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DUE DATE **AMOUNT DUE**
 02/10/10 \$2,833.54

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Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filtr Plt
Next Read Will Occur:	02/01/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	34°	40°
Number of Days Billed	33	0
Electric/kwh per day	1273.2	0.0

BILLING SUMMARY	
Previous Balance	2,262.26
Summary Transfer	(2,262.26)
Balance as of 01/20	0.00
Electric Charges	2,533.55
Unmetered Charges	61.75
Taxes and Fees	238.24
Utility Charges as of 01/20	2,833.54
Total Amount Due	2,833.54

ELECTRIC CHARGES

Rate Type: Power Service - Secondary

Customer Charge 75.00
 Energy Charge 1,399.10
 Demand Charge (\$7.65 x 105.40 kw) 806.31

235 013

Other Charges For Above Rates

Fuel Adjustment (\$0.00138- x 41320 kwh) -57.02
 Environmental Surcharge (13.950% x \$2223.39) 310.16
Total Electric Charges \$2,533.55

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428

Unit Charge (\$5.63 x 2 Lights) 11.26

Rate Type: 32,000L Fixture Only Dir-MH RC-451

Unit Charge (\$14.63 x 3 Lights) 43.89

Other Charges For Above Rates

Fuel Adjustment (\$0.00138- x 698 kwh) -0.96
 Environmental Surcharge (13.950% x \$54.19) 7.56
Total Unmetered Charges 61.75

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
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RESISTIVE

FEB - 3 2010

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	32°
Number of Days Billed	28	28
Electric/kwh per day	83.6	91.6

DUE DATE	AMOUNT DUE
02/15/10	\$245.90

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
 Account Name: WATER SVC CORP OF KY
 Service Address: N 19th St
 Next Read Will Occur: 03/01/10 - 03/05/10

BILLING SUMMARY

Previous Balance	199.11
Payment as of 02/02	(199.11)
Balance as of 02/02	0.00
Electric Charges	211.48
Taxes and Fees	24.46
Utility Charges as of 02/02	235.94
Other Charges	9.96
Total Amount Due	245.90

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information	
Customer Charge	Meter # C394535	90971
Energy Charge	Actual Reading on 02/01	88629
	Previous Reading on 01/04	2342
Other Charges For Above Rates	Current kwh Usage	1
Fuel Adjustment (\$0.00057 x 2342 kwh)	Meter Multiplier	2342
Electric DSM (\$0.00074 x 2242.00 kwh)	Metered kwh Usage	2342
Electric DSM (\$0.00074 x 100.00 kwh)		
Environmental Surcharge (12.250% x \$188.40)		
Total Electric Charges		\$211.48

OTHER CHARGES

Late Payment Charge	9.96
Total Other Charges Due	\$9.96

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$211.48)	6.34
Franchise Fee-Middlesboro (2.25% x \$211.48)	4.76
Sales Tax (6.000% x \$222.58)	13.36
Total Taxes and Fees	\$24.46

235015

Please see reverse side for additional charges. Bring entire bill when paying in person.



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DUE DATE	AMOUNT DUE
02/15/10	\$99.88

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Will Occur: 03/01/10 - 03/05/10

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	32°
Number of Days Billed	29	28
Electric/kwh per day	30.9	16.0

BILLING SUMMARY

Previous Balance	78.09
Payment as of 02/03	(78.09)
Balance as of 02/03	0.00
Electric Charges	87.91
Taxes and Fees	8.07
Utility Charges as of 02/03	95.98
Other Charges	3.90
Total Amount Due	99.88

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge 10.00
 Energy Charge 67.15

Batch _____
 Doc 235016

Other Charges For Above Rates

Fuel Adjustment (\$0.00057 x 897 kwh)
 Electric DSM (\$0.00074 x 897.00 kwh)
 Environmental Surcharge (12.250% x \$78.32)

Total Electric Charges

\$87.91

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
General Services - 3 Phase	01/04/10	19479	02/02/10	20376	R	1		897
kwh	01/04/10		02/02/10	11,2000	R	1	11.20	
demand							11.20	897
							Total Usage	897

1870
635

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13009456

Account Number 294601	Account Name WATER SERVICE CORP OF KY	Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25669385
From 12/22/09	To 01/25/10	No. Days 34	Bill Type Minimum	Reading 760	Multipplier 1	KWH Usage 0
175W MVL				Present 760		Charges 18.62
STATE TAX						10.25
SCHOOL TAX						1.78
TOTAL CURRENT BILL DUE		02/25/10				0.87
PREVIOUS AMOUNT DUE						31.52
THANK YOU FOR YOUR PAYMENT		01/19/10				31.64
TOTAL AMOUNT DUE						-31.64
NON-PAY DISCONNECT DATE 03/07/10						31.52
NO SECOND NOTICE WILL BE SENT						
Batch		76084				
Doc		236696				
345107-5465.10						
RECEIVED						
FEB 12 2010						
COMPARISONS		Total KWH	Avg. KWH/Day	Cost/Per. Day	Due Date	TOTAL DUE
Current Billing Period	34	0	0	0	02/25/10	\$ 31.52
Previous Billing Period	32	0	0	0	After Due Date Pay:	32.96
Same Period Last Year	34	0	0	0		
Your Electricity Use Over The Last 13 Months						
J	F	M	A	M	J	J

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DUE DATE **AMOUNT DUE**
 03/10/10 \$6,207.15

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Current due date applies to the current bill only. Previous amount due may be subject to disconnection.

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	03/02/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	32°
Number of Days Billed	29	28
Electric/kwh per day	1521.3	1542.8

BILLING SUMMARY	
Previous Balance	3,049.45
Summary Transfer	228.00
Balance as of 02/17	3,277.45
Electric Charges	2,892.19
Taxes and Fees	265.51
Utility Charges as of 02/17	3,157.70
Other Charges	(228.00)
Total Amount Due	6,207.15

ELECTRIC CHARGES	
Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,493.90
Demand Charge (\$9.42 x 104.30 kw)	982.51
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 44120 kwh)	25.15
Environmental Surcharge (12.250% x \$2576.56)	315.63
Total Electric Charges	\$2,892.19

2,929.70
 241,561

METER AND USAGE INFORMATION									
ELECTRIC									
	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
Power Service - Secondary									
kwh	C532031	01/05/10	58209	02/03/10	59312	R	40		44120
demand	C532031	01/05/10		02/03/10	2.6075	R	40	104.30	
							Total Usage	104.30	44120

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
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DUE DATE **AMOUNT DUE**
 03/10/10 \$5,562.82

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Current due date applies to the current bill only. Previous amount due may be subject to disconnection.

ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filt Plt
Next Read Will Occur:	03/02/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	32°	32°
Number of Days Billed	29	0
Electric/kwh per day	1308.3	0.0

BILLING SUMMARY	
Previous Balance	2,833.54
Summary Transfer	(102.30)
Balance as of 02/17	2,731.24
Electric Charges	2,645.73
Unmetered Charges	68.67
Taxes and Fees	249.18
Utility Charges as of 02/17	2,963.58
Other Charges	(132.00)
Total Amount Due	5,562.82

ELECTRIC CHARGES	
Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,265.01
Demand Charge (\$9.42 x 105.70 kw)	995.69
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 37360 kwh)	21.30
Environmental Surcharge (12.250% x \$2357.00)	288.73
Total Electric Charges	\$2,645.73

2831.58

UNMETERED CHARGES	
Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$6.26 x 2 Lights)	12.52
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$16.11 x 3 Lights)	48.33
Other Charges For Above Rates	
Fuel Adjustment (\$0.00057 x 581 kwh)	0.33
Environmental Surcharge (12.250% x \$61.18)	7.49
Total Unmetered Charges	68.67

241562

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

IMPORTANT INFORMATION

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.



an **e-on** company

Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596

www.eon-us.com

Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Will Occur: 03/31/10 - 04/07/10

DUE DATE	AMOUNT DUE
03/15/10	\$81.29

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	40°
Number of Days Billed	27	28
Electric/kwh per day	27.1	32.6

BILLING SUMMARY

Previous Balance	99.88
Payment as of 03/02	(99.88)
Balance as of 03/02	0.00
Electric Charges	74.46
Taxes and Fees	6.83
Utility Charges as of 03/02	81.29
Total Amount Due	81.29

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge
Energy Charge

Other Charges For Above Rates

Fuel Adjustment (\$0.00246 x 734 kwh)

Electric DSM (\$0.00074 x 734.00 kwh)

Environmental Surcharge (10.640% x \$67.30)

Total Electric Charges

10.00
54.95
1.81
0.54
7.16
\$74.46

RECEIVED

MAR - 5 2010

Batch: 77474
Doc: 242292

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh	
C526741	02/02/10	20376	03/01/10	21110	R	1	10.30	734	
C526741	02/02/10		03/01/10	10.3000	R	1	10.30		
General Services - 3 Phase							Total Usage	734	
kwh								10.30	
demand								10.30	

345102-5465.10



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Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596

www.eon-us.com

Please have your account number available when calling to discuss your account.

DUE DATE	AMOUNT DUE
03/15/10	\$141.07

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
Account Name: WATER SVC CORP OF KY
Service Address: N 19th St
Next Read Will Occur: 03/31/10 - 04/07/10

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	39°
Number of Days Billed	29	28
Electric/kwh per day	46.0	75.3

BILLING SUMMARY

Previous Balance	245.90
Payment as of 03/03	(245.90)
Balance as of 03/03	0.00
Electric Charges	126.45
Taxes and Fees	14.62
Utility Charges as of 03/03	141.07
Total Amount Due	141.07

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information	92307
Customer Charge	Meter # C994535	90971
Energy Charge	Actual Reading on 03/02	1336
	Previous Reading on 02/01	1
Other Charges For Above Rates	Current kwh Usage	1336
Fuel Adjustment (\$0.00246 x 1336 kwh)	Meter Multiplier	1
Electric DSM (\$0.00074 x 1336.00 kwh)	Metered kwh Usage	1336
Environmental Surcharge (10.640% x \$114.29)		
Total Electric Charges		

345102-5465.10

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$126.45)	3.79
Franchise Fee-Middlesboro (2.25% x \$126.45)	2.85
Sales Tax (6.000% x \$133.09)	7.98
Total Taxes and Fees	\$14.62

Batch 77545

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$7.05 Doc 242526

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MAR - 8 2010

Please see reverse side for additional charges. Bring entire bill when paying in person.

1875
632

V3008450



HICKMAN-FULTON COUNTIES RURAL
ELECTRIC COOPERATIVE CORPORATION
Your Touchstone Energy Cooperative

P.O. Box 190 Hickman, Kentucky 42050-0190

HICKMAN
270-236-2521

KENTUCKY
800-633-1391

FOR OUTAGES OR OTHER EMERGENCIES CALL

HEARING IMPAIRED
TTY-TDD (711)

Office Hours: 7:30 AM to 4:00 PM Monday through Friday
Drive Thru: 7:30 AM to 4:30 PM Monday through Friday

MAR 12 2010

Account Number	294601	Account Name	WATER SERVICE CORP OF KY	Rate	40	Cycle	57	Service Address	PRUITT ROAD	Location Number	562065	Meter Number	25669385
Services	From	To	No. Days	Bill Type	Previous	Reading	Present	Multipplier	KWH Usage	Charges			
	01/25/10	02/19/10	25	Minimum	760	760	760	1	0	18.58			
									70	10.25			
										1.78			
										0.86			
										31.47			
										31.52			
										31.47			

175W MVL
STATE TAX
SCHOOL TAX

TOTAL CURRENT BILL DUE 03/25/10
PREVIOUS AMOUNT DUE
THANK YOU FOR YOUR PAYMENT 02/22/10
TOTAL AMOUNT DUE
NON-PAY DISCONNECT DATE 04/07/10
NO SECOND NOTICE WILL BE SENT

Batch 7929
Doc 244198

COMPARISONS	Days Service	Total KWH	Avg. KWH/Day	Cost Per Day	TOTAL DUE	Bill is Due	Disinfect After Due Date
Current Billing Period	25	0	0	0	03/25/10		
Previous Billing Period	34	0	0	0	After Due Date Pay:		
Same Period Last Year	45	0	0	0			32.91

Your Electricity Use Over The Last 13 Months

F	M	A	M	J	J	A	S	O	N	D	J	F
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Now is the time to participate in the 2010 Census. By filling our your census, you can bring Federal Money to your County. BE COUNTED IN THE 2010 CENSUS!!

USE YOUR CO-OP CONNECTION CARDS TO SAVE MONEY ON PRESCRIPTIONS AND OTHER PURCHASES AT PARTICIPATING MERCHANTS. VISIT WWW.HFRECC.COM AND CLICK ON THE COOP CONNECTION CARD OR CALL OUR OFFICE FOR MORE INFORMATION.

- Please call us or visit our website at www.hfrecc.com for more information on these and other services:
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 - energy right® Home e-Valuation
 - energy right® Manufactured Housing Plan
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 - Heat Pump Rebate
 - Water Heater Rebate
 - Surge Protection
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 - Bank Draft
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 - Levelized Billing
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Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596
Power Outage Reporting: (502) 589-3500

DUE DATE AMOUNT DUE
04/12/10 \$3,219.58

249451

www.eon-us.com

Current due date applies to the current bill only. Previous amount due may be subject to disconnection.

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	04/01/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	39°
Number of Days Billed	27	28
Electric/kwh per day	1564.4	1507.1

BILLING SUMMARY	
Previous Balance	6,207.15
Summary Transfer	(6,142.12)
Balance as of 03/19	65.03
Electric Charges	2,889.31
Taxes and Fees	265.24
Utility Charges as of 03/19	3,154.55
Total Amount Due	3,219.58

ELECTRIC CHARGES	
Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,430.25
Demand Charge (\$9.42 x 106.40 kw)	1,002.29
Other Charges For Above Rates	
Fuel Adjustment (\$0.00246 x 42240 kwh)	103.91
Environmental Surcharge (10.640% x \$2611.45)	277.86
Total Electric Charges	\$2,889.31

METER AND USAGE INFORMATION									
ELECTRIC									
	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
Power Service - Secondary									
kwh	C532031	02/03/10	59312	03/02/10	60368	R	40		42240
demand	C532031	02/03/10		03/02/10	2.6600	R	40	106.40	
							Total Usage	106.40	42240

WATER SVC CORP OF KY
CUST ID# 61500-02-1
2335 SANDERS RD
NORTHBROOK IL 60062-6108

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7AM-6PM(EST)
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596
Power Outage Reporting: (502) 589-3500

249457

DUE DATE

04/12/10

AMOUNT DUE

\$2,981.82

Please have your account number available when calling to discuss your account.
www.eon-us.com

ACCOUNT INFORMATION

Account Number: 3000-0597-6059
Account Name: WATER SVC CORP OF KY
Service Address: Fern Lake Filtr Plt
Next Read Will Occur: 04/01/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	31°	39°
Number of Days Billed	27	28
Electric/kwh per day	1345.2	1181.0

BILLING SUMMARY

Previous Balance	5,562.82
Summary Transfer	(5,562.82)
Balance as of 03/19	0.00
Electric Charges	2,662.25
Unmetered Charges	68.85
Taxes and Fees	250.72
Utility Charges as of 03/19	2,981.82
Total Amount Due	2,981.82

ELECTRIC CHARGES

Rate Type: Power Service - Secondary

Customer Charge	75.00
Energy Charge	1,210.83
Demand Charge (\$9.42 x 109.60 kw)	1,032.43

Other Charges For Above Rates

Fuel Adjustment (\$0.00246 x 35760 kwh)	87.97
Environmental Surcharge (10.640% x \$2406.23)	256.02
Total Electric Charges	\$2,662.25

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428

Unit Charge (\$6.26 x 2 Lights)	12.52
---------------------------------	-------

Rate Type: 32,000L Fixture Only Dir-MH RC-451

Unit Charge (\$16.11 x 3 Lights)	48.33
----------------------------------	-------

Other Charges For Above Rates

Fuel Adjustment (\$0.00246 x 561 kwh)	1.38
Environmental Surcharge (10.640% x \$62.23)	6.62
Total Unmetered Charges	68.85

WATER SVC CORP OF KY
CUST ID# 61500-02-1
2335 SANDERS RD
NORTHBROOK IL 60062-6108



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www.eon-us.com

Please have your account number available when calling to discuss your account.

249455

Averages for Billing Period	This Year	Last Year
Average Temperature	46°	49°
Number of Days Billed	30	29
Electric/kwh per day	19.6	17.0

DUE DATE	AMOUNT DUE
04/13/10	\$57.71

RECEIVED
APR 05 2010

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
Account Name: WATER SVC CORP OF KY
Service Address: Beans Fork Rd Pump St
Next Read Will Occur: 04/30/10 - 05/06/10

BILLING SUMMARY

Previous Balance	81.29
Payment as of 04/01	(81.29)
Balance as of 04/01	0.00
Electric Charges	52.85
Taxes and Fees	4.86
Utility Charges as of 04/01	57.71
Total Amount Due	57.71

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge
Energy Charge

10.00
44.17

Batch

Other Charges For Above Rates

Fuel Adjustment (\$0.00019- x 590 kwh)
Electric DSM (\$0.00097 x 590.00 kwh)
Environmental Surcharge (3.260% CR x \$54.63)

-0.11
0.57
-1.78

Doc

Total Electric Charges

\$52.85

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh	
C526741	03/01/10	21110	03/31/10	21700	R	1		590	
C526741	03/01/10		03/31/10	10.3000	R	1	10.30		
General Services - 3 Phase								Total Usage	590
kwh demand								10.30	

Please see reverse side for additional charges.

Bring entire bill when paying in person.

1868
628



HICKMAN-FULTON COUNTIES RURAL
ELECTRIC COOPERATIVE CORPORATION

Your Touchstone Energy[®] Cooperative

P.O. Box 190 Hickman, Kentucky 42050-0190

HICKMAN
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KENTUCKY
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HEARING IMPAIRED
TTY-TDD (711)

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Office Hours: 7:30 AM to 4:00 PM Monday through Friday
Drive Thru: 7:30 AM to 4:30 PM Monday through Friday

V3009456

Account Number	294601		Account Name	WATER SERVICE CORP OF KY		Rate	40	Cycle	57	Service Address	562065 PRUITT ROAD		Location Number	562065	Meter Number	25669385																																																		
Service From	02/19/10	To	03/22/10	No. Days	31	Bill Type	Minimum	Reading Previous	760	Reading Present	760	Multipier	1	KWH Usage	0	Charges	18.81																																																	
175W MVL STATE TAX SCHOOL TAX TOTAL CURRENT BILL DUE 04/25/10 PREVIOUS AMOUNT DUE THANK YOU FOR YOUR PAYMENT 03/22/10 TOTAL AMOUNT DUE NON-PAY DISCONNECT DATE 05/07/10 NO SECOND NOTICE WILL BE SENT																																																																		
3451025468-10 RECEIVED APR 19 2010 79887 2510913																																																																		
COMPARISONS <table border="1"> <thead> <tr> <th>Days Service</th> <th>Total KWH</th> <th>Avg. KWH/Day</th> <th>Cost Per Day</th> </tr> </thead> <tbody> <tr> <td>31</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>25</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>13</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table> Your Electricity Use Over The Last 13 Months <table border="1"> <thead> <tr> <th>Month</th> <th>Usage</th> </tr> </thead> <tbody> <tr><td>M</td><td></td></tr> <tr><td>A</td><td></td></tr> <tr><td>M</td><td></td></tr> <tr><td>J</td><td></td></tr> <tr><td>J</td><td></td></tr> <tr><td>A</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>O</td><td></td></tr> <tr><td>N</td><td></td></tr> <tr><td>D</td><td></td></tr> <tr><td>J</td><td></td></tr> <tr><td>E</td><td></td></tr> <tr><td>M</td><td></td></tr> </tbody> </table> <table border="1"> <tr> <td>TOTAL DUE</td> <td>\$ 31.73</td> </tr> <tr> <td>Due Date</td> <td>04/25/10</td> </tr> <tr> <td>After Due Date Pay:</td> <td>33.18</td> </tr> </table>																	Days Service	Total KWH	Avg. KWH/Day	Cost Per Day	31	0	0	0	25	0	0	0	13	0	0	0	Month	Usage	M		A		M		J		J		A		S		O		N		D		J		E		M		TOTAL DUE	\$ 31.73	Due Date	04/25/10	After Due Date Pay:	33.18
Days Service	Total KWH	Avg. KWH/Day	Cost Per Day																																																															
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Due to changes at HFRECC, we will no longer waive late fees based on the postmark on the envelope your payment was mailed in. AVOID LATE FEES -- MAIL EARLY!!

USE YOUR CO-OP CONNECTION CARDS TO SAVE MONEY ON PRESCRIPTIONS AND OTHER PURCHASES AT PARTICIPATING MERCHANTS. VISIT WWW.HFRECC.COM AND CLICK ON THE COOP CONNECTION CARD OR CALL OUR OFFICE FOR MORE INFORMATION.

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www.eon-us.com

Please have your account number available when calling to discuss your account.

APR 09 2010

DUE DATE	AMOUNT DUE
04/19/10	\$226.48

ACCOUNT INFORMATION	
Account Number:	3000-0419-7897
Account Name:	WATER SVC CORP OF KY
Service Address:	N 19th St
Next Read Will Occur:	04/30/10 - 05/06/10

Batch 79889

V3008648

BILLING SUMMARY	
Previous Balance	141.07
Payment as of 04/05	(141.07)
Balance as of 04/05	0.00
Electric Charges	203.00
Taxes and Fees	23.48
Utility Charges as of 04/05	226.48
Total Amount Due	226.48

Averages for Billing Period	This Year	Last Year
Average Temperature	47°	50°
Number of Days Billed	30	29
Electric/kwh per day	88.0	63.6

ELECTRIC CHARGES	
Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 04/01 94949
	Previous Reading on 03/02 9230Z
Other Charges For Above Rates	Current kwh Usage 2642
Fuel Adjustment (\$0.00019- x 2642 kwh)	Meter Multiplier 1
Electric DSM (\$0.00097 x 2642.00 kwh)	Metered kwh Usage 2642
Environmental Surcharge (3.260% CR x \$209.84)	
Total Electric Charges	\$203.00

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$203.00)	6.09
Franchise Fee-Middlesboro (2.25% x \$203.00)	4.57
Sales Tax (6.000% x \$213.66)	12.82
Total Taxes and Fees	\$23.48

3451025465.10

BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$11.32

IMPORTANT INFORMATION	
For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.	

Please see reverse side for additional charges. Bring entire bill when paying in person.

Customer Service: 1-800-383-5582 Mon-Fri
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 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
 Telephone Payments: (800) 807-3596
 Power Outage Reporting: (502) 589-3500

256388

DUE DATE **AMOUNT DUE**
 05/10/10 \$2,650.13

Please have your account number available when calling to discuss your account. www.eon-us.com

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	05/03/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	47°	50°
Number of Days Billed	30	29
Electric/kwh per day	1461.3	1657.9

BILLING SUMMARY	
Previous Balance	3,219.58
Summary Transfer	(3,219.58)
Balance as of 04/20	0.00
Electric Charges	2,427.30
Taxes and Fees	222.83
Utility Charges as of 04/20	2,650.13
Total Amount Due	2,650.13

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,484.42
Demand Charge (\$9.42 x 101.70 kw)	958.01
Other Charges For Above Rates	
Fuel Adjustment (\$0.00019- x 43840 kwh)	-8.33
Environmental Surcharge (3.260% CR x \$2509.10)	-81.80
Total Electric Charges	\$2,427.30

METER AND USAGE INFORMATION

ELECTRIC	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
Power Service - Secondary									
kwh	C532031	03/02/10	60368	04/01/10	61464	R	40		43840
demand	C532031	03/02/10		04/01/10	2.5425	R	40	101.70	
							Total Usage	101.70	43840

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

Customer Service: 1-800-383-5582 Mon-Fri
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 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
 Telephone Payments: (800) 807-3596
 Power Outage Reporting: (502) 589-3500

256335

DUE DATE **AMOUNT DUE**
 05/10/10 \$2,192.96

Please have your account number available when calling to discuss your account.

www.eon-us.com

ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filt Plt
Next Read Will Occur:	05/03/10 - //

Averages for Billing Period	This Year	Last Year
Average Temperature	47°	50°
Number of Days Billed	30	29
Electric/kwh per day	1004.3	1067.3

BILLING SUMMARY	
Previous Balance	2,981.82
Summary Transfer	(2,981.82)
Balance as of 04/20	0.00
Electric Charges	1,949.81
Unmetered Charges	58.77
Taxes and Fees	184.38
Utility Charges as of 04/20	2,192.96
Total Amount Due	2,192.96

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,002.26
Demand Charge (\$9.42 x 100.20 kw)	943.88
Other Charges For Above Rates	
Fuel Adjustment (\$0.00019- x 29600 kwh)	-5.62
Environmental Surcharge (3.260% CR x \$2015.52)	-65.71
Total Electric Charges	\$1,949.81

UNMETERED CHARGES

Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$6.26 x 2 Lights)	12.52
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$16.11 x 3 Lights)	48.33
Other Charges For Above Rates	
Fuel Adjustment (\$0.00019- x 530 kwh)	-0.10
Environmental Surcharge (3.260% CR x \$60.75)	-1.98
Total Unmetered Charges	58.77

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108



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Customer Service: 1-800-383-5582 Mon-Fri
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Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596

www.eon-us.com

Please have your account number available when calling to discuss your account.

DUE DATE	AMOUNT DUE
05/17/10	\$69.70

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
 Account Name: WATER SVC CORP OF KY
 Service Address: N 19th St
 Next Read Will Occur: 06/01/10 - 06/07/10

Averages for Billing Period	This Year	Last Year
Average Temperature	59°	57°
Number of Days Billed	29	29
Electric/kwh per day	23.2	27.4

BILLING SUMMARY

Previous Balance	226.48
Payment as of 05/03	(226.48)
Balance as of 05/03	0.00
Electric Charges	62.48
Taxes and Fees	7.22
Utility Charges as of 05/03	69.70
Total Amount Due	69.70

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 04/30 95622
	Previous Reading on 04/01 94949
Other Charges For Above Rates	673
Fuel Adjustment (\$0.00012 x 673 kwh)	1
Electric DSM (\$0.00097 x 673.00 kwh)	673
Environmental Surcharge (2.240% x \$61.11)	
Total Electric Charges	\$62.48

RECEIVED

MAY - 6 2010

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$62.48)	1.87
Franchise Fee-Middlesboro (2.25% x \$62.48)	1.41
Sales Tax (6.000% x \$65.76)	3.94
Total Taxes and Fees	\$7.22

257611

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$3.48

Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

Please see reverse side for additional charges.

Bring entire bill when paying in person.



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Customer Service: 1-800-383-5582 Mon-Fri
7AM-6PM(EST)
Walk-in Center Hours: Mon-Fri 8AM-5PM(EST)
Telephone Payments: (800) 807-3596

www.eon-us.com

Please have your account number available when calling to discuss your account.

DUE DATE	AMOUNT DUE
05/17/10	\$34.73

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Will Occur: 06/01/10 - 06/07/10

Averages for Billing Period	This Year	Last Year
Average Temperature	60°	57°
Number of Days Billed	30	29
Electric/kwh per day	9.2	7.4

BILLING SUMMARY

Previous Balance	57.71
Payment as of 05/03	(57.71)
Balance as of 05/03	0.00
Electric Charges	31.81
Taxes and Fees	2.92
Utility Charges as of 05/03	34.73
Total Amount Due	34.73

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase
 Customer Charge
 Energy Charge
 Other Charges For Above Rates
 Fuel Adjustment (\$0.00012 x 278 kwh)
 Electric DSM (\$0.00097 x 278.00 kwh)
 Environmental Surcharge (2.240% x \$31.11)
 Total Electric Charges

10.00
 20.81
 0.03
 0.27
 0.70
 \$31.81

257 612

RECEIVED
MAY - 6 2010

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
C-526741	03/31/10	21700	04/30/10	21978	R	1		278
C-526741	03/31/10		04/30/10	10.3000	R	1	10.30	
Total Usage							10.30	278

1864
626

FOR OUTAGES OR OTHER EMERGENCIES CALL

**HICKMAN-FULTON COUNTIES RURAL
ELECTRIC COOPERATIVE CORPORATION**
KENTUCKY
800-633-1391

HICKMAN
270-238-2521

Your Touchstone Energy Cooperative
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Office Hours: 7:30 AM to 4:00 PM Monday through Friday
Drive Thru: 7:30 AM to 4:30 PM Monday through Friday



HEARING IMPAIRED
TTY-TDD (711)

Account Number 294601	Account Name WATER SERVICE CORP OF KY	Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25668385
Services From To	No. Days	Bill Type	Reading	Present	Multiplier	KWH Usage
03/22/10 04/22/10	31	Minimum	760	760	1	0
175W MVL						
STATE TAX SCHOOL TAX TOTAL CURRENT BILL DUE 05/25/10 PREVIOUS AMOUNT DUE 04/19/10 THANK YOU FOR YOUR PAYMENT TOTAL AMOUNT DUE NON-PAY DISCONNECT DATE 06/07/10 NO SECOND NOTICE WILL BE SENT						
Batch <u>82052</u> Doc <u>259292</u> RECEIVED MAY 12 2010 345102 546510						
CHARGES 19.08 10.25 1.81 0.88 32.02 31.73 -31.73 32.02					TOTAL DUE \$ 32.02 Bill Due Date: 05/25/10 After Due Date Pay: 33.48	

Due to changes at HFRECC, we will no longer waive late fees based on the postmark on the envelope your payment was mailed in. AVOID LATE FEES -- MAIL EARLY!!

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Please call us or visit our website at www.hfrecc.com for more information on these and other services:

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- energy right® Manufactured Housing Plan
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Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
 Power Outage Reporting: 1-502-589-3500 (24 hours a day)
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE

Pay This Amount

06/10/10

\$2,826.03

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION

Account Number: 3000-0781-6329
Account Name: WATER SVC CORP OF KY
Service Address: Fern Lake
Next Read Will Occur: 06/02/10 - 06/08/10

Averages for Billing Period	This Year	Last Year
Average Temperature	60°	57°
Number of Days Billed	32	28
Electric/kwh per day	1357.5	1341.4

BILLING SUMMARY

Previous Balance	2,650.13
Summary Transfer	-2,650.13
Balance as of 5/19	0.00
Current Electric Charges	2,588.42
Current Taxes and Fees	237.61
Current Charges as of 5/19	2,826.03
Total Amount Due	2,826.03

ELECTRIC CHARGES

Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	1,470.88
Demand Charge (\$9.42 x 104.10 kw)	980.62
Other Charges For Above Rates	
Fuel Adjustment (\$0.00012 x 43440 kwh)	5.21
Environmental Surcharge (2.240% x \$2531.71)	56.71
Total Electric Charges	\$2,588.42

METER AND USAGE INFORMATION

ELECTRIC

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
Power Service - Secondary									
kwh	C532031	04/01/10	61464	05/03/10	62550	R	40		43440
demand	C532031	04/01/10		05/03/10	2.6025	R	40	104.10	
							Total Usage	104.10	43440

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
 Power Outage Reporting: 1-502-589-3500 (24 hours a day)
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE

Pay This Amount

06/10/10

\$1,633.03

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filtr Plt
Next Read Will Occur:	06/02/10 - 06/08/10

Averages for Billing Period	This Year	Last Year
Average Temperature	60°	57°
Number of Days Billed	32	30
Electric/kwh per day	743.2	685.1

BILLING SUMMARY	
Previous Balance	2,192.96
Summary Transfer	-2,192.96
Balance as of 5/19	0.00
Current Electric Charges	1,433.46
Current Unmetered Charges	62.27
Current Taxes and Fees	137.30
Current Charges as of 5/19	1,633.03
Total Amount Due	1,633.03

ELECTRIC CHARGES	
Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	788.26
Demand Charge (\$9.42 x 56.90 kw)	536.00
Other Charges For Above Rates	
Fuel Adjustment (\$0.00012 x 23280 kwh)	2.79
Environmental Surcharge (2.240% x \$1402.05)	31.41
Total Electric Charges	\$1,433.46

UNMETERED CHARGES	
Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$6.26 x 2 Lights)	12.52
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$16.11 x 3 Lights)	48.33
Other Charges For Above Rates	
Fuel Adjustment (\$0.00012 x 503 kwh)	0.06
Environmental Surcharge (2.240% x \$60.91)	1.36
Total Unmetered Charges	62.27

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108



**HICKMAN-FULTON COUNTIES RURAL
ELECTRIC COOPERATIVE CORPORATION**

Your Touchstone Energy[®] Cooperative

P.O. Box 190 Hickman, Kentucky 42050-0190

V3009456

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TTY-TDD (711)

Office Hours: 7:30 AM to 4:00 PM Monday through Friday
Drive Thru: 7:30 AM to 4:30 PM Monday through Friday

Account Number 294601	Appoint Name WATER SERVICE CORP OF KY		Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25669385
Service From	No. Days	Bill Type	Previous	Reading Present	Multipplier	KVWH Usage	Charges
04/22/10	05/22/10	30 Minimum	760	760	1	0	19.12
175W MVL						70	10.25
							1.82
							0.88
							32.07
							32.02
							-32.02
							32.07

TOTAL CURRENT BILL DUE 06/25/10 Date: 83130

PREVIOUS AMOUNT DUE Doc: 266274

THANK YOU FOR YOUR PAYMENT 05/24/10

TOTAL AMOUNT DUE

NON-PAY DISCONNECT DATE 07/07/10

NO SECOND NOTICE WILL BE SENT

RECEIVED JUN - 7 2010

3461025465.10

COMPARISONS	Days Service	Total KVWH	Avg. KWH/Day	Cost Per Day	TOTAL DUE	\$
Current Billing Period	30	0	0	0	06/25/10	32.07
Previous Billing Period	31	0	0	0		
Same Period Last Year	30	0	0	0	After Due Date Pay:	33.53

Your Electricity Use Over The Last 13 Months

10														
9														
8														
7														
6														
5														
4														
3														
2														
1														
	M	J	J	A	S	O	N	D	J	F	M	A	M	

Hickman-Fulton Counties RECC Annual Meeting
Tuesday, June 29, 2010
Hickman County Elementary School, Clinton, KY

USE YOUR CO-OP CONNECTION CARDS TO SAVE MONEY ON PRESCRIPTIONS AND OTHER PURCHASES AT PARTICIPATING MERCHANTS. VISIT WWW.HFREC.CC AND CLICK ON THE COOP CONNECTION CARD OR CALL OUR OFFICE FOR MORE INFORMATION.

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www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

RECEIVED
JUN - 7 2010
345102-546510

Averages for Billing Period	This Year	Last Year
Average Temperature	67°	66°
Number of Days Billed	33	28
Electric/kwh per day	11.8	9.0

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Will Occur: 06/30/10 - 07/07/10

BILLING SUMMARY

Previous Balance	34.73
Payment(s) Received 5/4 - 6/3	-34.73
Balance as of 6/3	0.00
Current Electric Charges	43.01
Current Taxes and Fees	3.95
Current Charges as of 6/3	46.96
Total Amount Due	46.96

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase

Customer Charge 10.00
 Energy Charge 29.27

Other Charges For Above Rates

Fuel Adjustment (\$0.00077 - x 391 kwh)
 Electric DSM (\$0.00097 x 391.00 kwh)
 Environmental Surcharge (9.290% x \$39.35)
Total Electric Charges

Batch 83730
 Doc 266291

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh	
General Services - 3 Phase kwh	04/30/10	21978	06/02/10	22369	R	1	8.20	391	
	04/30/10		06/02/10	8.2000	R	1			
demand							8.20	391	
Total Usage								8.20	391

Please see reverse side for additional charges.



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Customer Service:
Walk-In Center:
Online Customer Self-Service: www.eon-us.com (24 hours a day)

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
Open Mon-Fri 8 a.m. to 5 p.m. EST

DUE DATE	Pay This Amount
06/14/10	\$64.82

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

RECEIVED

5008798

Averages for	JUN - 7 2010	This
Billing Period	Year	Year
Average Temperature	67°	65°
Number of Days Billed	32	30
Electric/kwh per day	17.9	15.3

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
Account Name: WATER SVC CORP OF KY
Service Address: N 19th St
Next Read Will Occur: 06/30/10 - 07/07/10

BILLING SUMMARY

Previous Balance	69.70
Payment(s) Received 5/4 - 6/2	-69.70
Balance as of 6/2	0.00
Current Electric Charges	58.10
Current Taxes and Fees	6.72
Current Charges as of 6/2	64.82
Total Amount Due	64.82

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Customer Charge	Meter # C394535
Energy Charge	Actual Reading on 6/1 96197
	Previous Reading on 4/30 95622
Other Charges For Above Rates	Current kwh Usage 575
Fuel Adjustment (\$0.00077 x 575 kwh)	Meter Multiplier 1
Electric DSM (\$0.00097 x 575.00 kwh)	Metered kwh Usage 575
Environmental Surcharge (9.290% x \$53.16)	
Total Electric Charges	

345162.546510

TAXES AND FEES

Rate Increase For School Tax (3.000% x \$58.10)	1.74
Franchise Fee-Middlesboro (2.25% x \$58.10)	1.31
Sales Tax (6.000% x \$61.15)	3.67
Total Taxes and Fees	\$6.72

Batch 83730
266292

BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$3.24 Doc

IMPORTANT INFORMATION

For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.

Please see reverse side for additional charges.



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Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
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Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. EST
Online Customer Self-Service: www.eon-us.com (24 hours a day)

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

1300008

Averages for Billing Period	This Year	Last Year
Average Temperature	76°	73°
Number of Days Billed	30	38
Electric/kwh per day	14.2	12.2

BILLING INFORMATION

Account Number: 3000-0837-9400
Account Name: WATER SVC CORP OF KY
Service Address: Beans Fork Rd Pump St
Next Read Will Occur: 07/30/10 - 08/05/10

BILLING SUMMARY

Previous Balance	46.96
Payment(s) Received 6/4 - 7/6	-46.96
Balance as of 7/6	0.00
Current Electric Charges	45.99
Current Taxes and Fees	4.22
Current Charges as of 7/6	50.21
Total Amount Due	50.21

ELECTRIC CHARGES

Rate Type: General Services - 3 Phase	10.00	Batch	85899
Customer Charge	32.04	Doc	273748
Energy Charge	0.72		
Other Charges For Above Rates	0.42		
Fuel Adjustment (\$0.00169 x 428 kwh)	2.81		
Electric DSM (\$0.00097 x 428.00 kwh)			
Environmental Surcharge (6.510% x \$43.18)			
Total Electric Charges	\$45.99		

METER AND USAGE INFORMATION

ELECTRIC	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
	C526741	06/02/10	22369	07/02/10	22797	R	1	8.30	428
	C526741	06/02/10		07/02/10	8.3000	R	1	8.30	428
								Total Usage	8.30

34502-54510

Please see reverse side for additional charges.



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Customer Service:
Walk-In Center:
Online Customer Self-Service: www.eon-us.com (24 hours a day)

1-800-807-3596 (24 hours a day; \$2.95 fee)
1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
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DUE DATE	Pay This Amount
07/19/10	\$96.80

ACCOUNT INFORMATION	
Account Number:	3000-0419-7897
Account Name:	WATER SVC CORP OF KY
Service Address:	N 19th St
Next Read Will Occur:	07/30/10 - 08/05/10

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

1/2009/10

Averages for Billing Period	This Year	Last Year
Average Temperature	76°	73°
Number of Days Billed	31	34
Electric/kwh per day	29.7	25.5

BILLING SUMMARY	
Previous Balance	64.82
Payment(s) Received 6/3 - 7/6	-64.82
Balance as of 7/6	0.00
Current Electric Charges	86.77
Current Taxes and Fees	10.03
Current Charges as of 7/6	96.80
Total Amount Due	96.80

ELECTRIC CHARGES	
Rate Type: General Services	
Customer Charge	10.00
Energy Charge	69.02
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 922 kwh)	1.56
Electric DSM (\$0.00097 x 922.00 kwh)	0.89
Environmental Surcharge (6.510% x \$81.47)	5.30
Total Electric Charges	\$86.77
JUL - 8 2010	
Meter Reading Information	
Meter # C394535	97119
Actual Reading on 7/2/10	96197
Previous Reading on 6/1/10	922
Current kwh Usage	1
Meter Multiplier	922
Metered kwh Usage	

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$86.77)	2.60
Franchise Fee-Middlesboro (2.25% x \$86.77)	1.95
Sales Tax (6.000% x \$91.32)	5.48
Total Taxes and Fees	\$10.03

BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$4.84

345102-546510

85899

273749

Please see reverse side for additional charges.

1862
623

**HICKMAN-FULTON COUNTIES RURAL
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P.O. Box 190 Hickman, Kentucky 42050-0190

Office Hours: 7:30 AM to 4:00 PM Monday through Friday
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TTY-TDD (711)

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HICKMAN KENTUCKY
270-236-2521 800-633-1391
TTY-TDD (711)

FOR OUTAGES OR OTHER EMERGENCIES CALL

JUL 12 2009

V3 0082456

Account Number	294601		Account Name	WATER SERVICE CORP OF KY		Rate	40	Cycle	57	Service Address	PRUITT ROAD		Location Number	562065	Meter Number	25669385	
Service From	To	No. Days	Bill Type	Reading Previous	Present	Multiplier	KWH Usage		Charges								
05/22/10	06/22/10	31	Minimum	760	760	1	0		19.37								
1.175W MVL																	

STATE TAX 1.83
SCHOOL TAX 0.89
TOTAL CURRENT BILL DUE 32.34
PREVIOUS AMOUNT DUE 32.07
THANK YOU FOR YOUR PAYMENT 06/14/10 -32.07
TOTAL AMOUNT DUE 32.34

Batch 86190
Doc 274937

NON-PAY DISCONNECT DATE 08/07/10
NO SECOND NOTICE WILL BE SENT

COMPARISONS	Days Service	Total KWH	Avg. KWH/Day	Cost Per Day	TOTAL DUE	\$
Current Billing Period	31	0	0	0	07/25/10	32.34
Previous Billing Period	30	0	0	0	After Due Date Pay:	
Same Period Last Year	32	0	0	0		33.82

Your Electricity Use Over The Last 13 Months

J	J	A	S	O	N	D	J	F	E	M	A	M	J
---	---	---	---	---	---	---	---	---	---	---	---	---	---

Visit our website: www.hfrec.com
to see how you can save money with your
CO-OP CONNECTION CARDS

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 Power Outage Reporting: 1-502-589-3500 (24 hours a day)
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE **Pay This Amount**
08/10/10 **\$3,116.34**

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	08/02/10 - 08/06/10

Averages for Billing Period	This Year	Last Year
Average Temperature	76°	73°
Number of Days Billed	33	34
Electric/kwh per day	1425.4	1381.1

220/100

BILLING SUMMARY	
Previous Balance	2,811.85
Summary Transfer	-2,720.03
Balance as of 7/20	91.82
Current Electric Charges	2,854.31
Current Taxes and Fees	262.03
Current Charges as of 7/20	3,116.34
Other Charges (See Other Charges Box)	-91.82
Total Amount Due	3,116.34

ELECTRIC CHARGES

Rate Type: Power Service - Secondary

Customer Charge 75.00
 Energy Charge 1,592.77
 Demand Charge (\$9.42 x 99.00 kw) 932.58

Other Charges For Above Rates

Fuel Adjustment (\$0.00169 x 47040 kwh) 79.50
 Environmental Surcharge (6.510% x \$2679.85) 174.46

Total Electric Charges \$2,854.31

METER AND USAGE INFORMATION

ELECTRIC

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
Power Service - Secondary									
kwh	C532031	06/03/10	63567	07/06/10	64743	R	40		47040
demand	C532031	06/03/10		07/06/10	2.4750	R	40	99.00	
							Total Usage	99.00	47040

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. EST)
 Power Outage Reporting: 1-502-589-3500 (24 hours a day)
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE **Pay This Amount**
08/10/10 **\$1,922.50**

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake Filtr Plt
Next Read Will Occur:	08/02/10 - 08/06/10

Averages for Billing Period	This Year	Last Year
Average Temperature	76°	73°
Number of Days Billed	33	34
Electric/kwh per day	824.9	799.8

BILLING SUMMARY	
Previous Balance	1,714.33
Summary Transfer	-1,661.17
Balance as of 7/20	53.16
Current Electric Charges	1,688.61
Current Unmetered Charges	72.24
Current Taxes and Fees	161.65
Current Charges as of 7/20	1,922.50
Other Charges (See Other Charges Box)	-53.16
Total Amount Due	1,922.50

ELECTRIC CHARGES	
Rate Type: Power Service - Secondary	
Customer Charge	75.00
Energy Charge	907.45
Demand Charge (\$9.42 x 59.20 kw)	557.66
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 26800 kwh)	45.29
Environmental Surcharge (6.510% x \$1585.40)	103.21
Total Electric Charges	\$1,688.61

UNMETERED CHARGES	
Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$6.26 x 3 Lights)	18.78
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$16.11 x 3 Lights)	48.33
Other Charges For Above Rates	
Fuel Adjustment (\$0.00169 x 423 kwh)	0.72
Environmental Surcharge (6.510% x \$67.83)	4.41
Total Unmetered Charges	72.24

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108



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Walk-in Center Hours: Mon-Fri 8a.m. to 5p.m. ET

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

Averages for Billing Period	This Year	Last Year
Average Temperature	78°	72°
Number of Days Billed	31	29
Electric/kwh per day	28.9	28.8

15008698

DUE DATE	Pay This Amount
08/16/10	\$96.97

ACCOUNT INFORMATION	
Account Number:	3000-0419-7897
Account Name:	WATER SVC CORP OF KY
Service Address:	N 19th St
Next Read Will Occur:	08/31/10 - 09/07/10
Date Bill Mailed:	08/03/10

BILLING SUMMARY	
Previous Balance	96.80
Payment(s) Received 7/7 - 8/3	-96.80
Balance as of 8/3	0.00
Current Electric Charges	86.91
Current Taxes and Fees	10.06
Current Charges as of 8/3	96.97
Total Amount Due	96.97

ELECTRIC CHARGES	
Rate Type: General Services	
Basic Service Charge	10.48
Energy Charge	67.39
Other Charges For Above Rates	
Fuel Adjustment (\$0.00538 x 897 kwh)	4.82
Electric DSM (\$0.00058 x 897.00 kwh)	0.52
Environmental Surcharge (4.440% x \$83.21)	3.70
Total Electric Charges	\$86.91

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Meter Reading Information	
Meter # C394535	98016
Actual Reading on 8/2/10	97119
Previous Reading on 7/2/10	897
Current kwh Usage	1
Meter Multiplier	897
Metered kwh Usage	

TAXES AND FEES	
Rate Increase For School Tax (3.000% x \$86.91)	2.61
Franchise Fee-Middlesboro (2.25% x \$86.91)	1.96
Sales Tax (6.000% x \$91.48)	5.49
Total Taxes and Fees	\$10.06

Batch 879400
Doc 281373

BILLING INFORMATION	
Late Charge to be Assessed 3 Days After Due Date	\$4.84
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.	

Please see reverse side for additional charges.



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Mon-Fri 8a.m. to 5p.m. ET

See the "Billing Information" section for details about the pending pledge/payment, late payment charges and service disconnection.

3008005

Averages for Billing Period	This Year	Last Year
Average Temperature	78°	72°
Number of Days Billed	32	29
Electric/kwh per day	14.3	10.1

DUE DATE	Pay This Amount
08/17/10	\$56.21

ACCOUNT INFORMATION

Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Will Occur: 08/31/10 - 09/07/10
 Date Bill Mailed: 08/05/10

PAYMENT HISTORY	
Previous Balance	50.21
Payment(s) Received 7/7 - 8/5	-50.21
Balance as of 8/5	0.00
Current Electric Charges	51.47
Current Taxes and Fees	4.74
Current Charges as of 8/5	56.21
Total Amount Due	56.21

ELECTRIC CHARGES

Rate Type: General Service - 3 Phase
 Basic Service Charge
 Energy Charge

Other Charges For Above Rates
 Fuel Adjustment (\$0.00538 x 458 kwh)
 Electric DSM (\$0.00058 x 458.00 kwh)
 Environmental Surcharge (4.440% x \$49.28)

Total Electric Charges

12.11
 34.43
 2.47
 0.27
 2.19
 \$51.47

Batch 88160
 Doc 282335

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METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
General Service - 3 Phase C526741 dem-bs	07/02/10	22797	08/03/10	23255	R	1	8.10	458
	07/02/10		08/03/10	8.1000	R	1	8.10	458
Total Usage							8.10	458

3451025465.10

Please see reverse side for additional charges.

1859
624

**HICKMAN-FULTON COUNTIES RURAL
ELECTRIC COOPERATIVE CORPORATION**

Your Touchstone Energy Cooperative

P.O. Box 190 Hickman, Kentucky 42050-0190

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800-633-1391
TTY-TDD (711)

Office Hours: 7:30 AM to 4:00 PM Monday through Friday
Drive Thru: 7:30 AM to 4:30 PM Monday through Friday

3004450

Account Number	294601	Account Name	WATER SERVICE CORP OF KY	Rate	40	Cycle	57	Service Address	62065	Location Number	562065	Meter Number	25669385
Service From	06/22/10	To	07/22/10	No. Days	30	Bill Type	Minimum	Reading Present	760	Multiplier	1	KWH Usage	0
Charges	STATE TAX 19.52 SCHOOL TAX 10.25 1.84 0.89 32.50 32.34 -32.34 32.50												

TOTAL CURRENT BILL DUE 08/25/10 3451025465.10

PREVIOUS AMOUNT DUE

THANK YOU FOR YOUR PAYMENT 07/19/10

TOTAL AMOUNT DUE

NON-PAY DISCONNECT DATE 09/07/10

NO SECOND NOTICE WILL BE SENT

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AUG 11 2010

Batch 88236

28283

COMPARISONS	Days Service	Total KWH	Avg. KWH/Day	Coat Per Day	TOTAL DUE	\$	32.50
Current Billing Period	30	0	0	0	Due Date	08/25/10	Bill is Delinquent After Due Date
Previous Billing Period	31	0	0	0	After Due Date Pay:		33.98
Same Period Last Year	29	0	0	0			

Your Electricity Use Over The Last 13 Months

J	A	S	O	N	D	J	F	M	A	M	J	J
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 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
 Power Outage Reporting: 1-502-589-3500 (24 hours a day)
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE **Pay This Amount**
 09/10/10 \$2,887.75

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION	
Account Number:	3000-0781-6329
Account Name:	WATER SVC CORP OF KY
Service Address:	Fern Lake
Next Read Will Occur:	09/01/10 - 09/08/10
Date Bill Mailed:	08/20/10

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	72°
Number of Days Billed	28	29
Electric/kwh per day	1384.2	1339.3

BILLING SUMMARY	
Previous Balance	3,116.34
Summary Transfer	-3,116.34
Balance as of 8/20	0.00
Current Electric Charges	2,736.61
Current Taxes and Fees	251.22
Current Charges as of 8/20	2,987.83
Other Charges (See Other Charges Box)	-100.08
Total Amount Due	2,887.75

ELECTRIC CHARGES	
Rate Type: Power Service Secondary	
Basic Service Charge	76.60
Energy Charge	1,312.41
Demand Charge	900.55
Base Demand Charge	122.18
Other Charges For Above Rates	
Fuel Adjustment (\$0.00538 x 38760 kwh)	208.53
Environmental Surcharge (4.440% x \$2620.27)	116.34
Total Electric Charges	\$2,736.61

2 88 57 2

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
 Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
 Power Outage Reporting: 1-502-589-3500 (24 hours a day)
 Online Customer Self-Service: www.eon-us.com (24 hours a day)

DUE DATE **Pay This Amount**
 09/10/10 \$1,844.06

Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION	
Account Number:	3000-0597-6059
Account Name:	WATER SVC CORP OF KY
Service Address:	Fem Lake Filt Plt
Next Read Will Occur:	09/01/10 - 09/08/10
Date Bill Mailed:	08/20/10

Averages for Billing Period	This Year	Last Year
Average Temperature	79°	72°
Number of Days Billed	28	32
Electric/kwh per day	829.8	716.5

BILLING SUMMARY	
Previous Balance	1,922.50
Summary Transfer	-1,922.50
Balance as of 8/20	0.00
Current Electric Charges	1,670.85
Current Unmetered Charges	73.21
Current Taxes and Fees	160.11
Current Charges as of 8/20	1,904.17
Other Charges (See Other Charges Box)	-60.11
Total Amount Due	1,844.06

ELECTRIC CHARGES	
Rate Type: Power Service Secondary	
Basic Service Charge	76.60
Energy Charge	770.66
Demand Charge	547.30
Base Demand Minimum Applied	82.81
Other Charges For Above Rates	
Fuel Adjustment (\$0.00538 x 22760 kwh)	122.45
Environmental Surcharge (4.440% x \$1599.82)	71.03
Total Electric Charges	\$1,670.85

288573

UNMETERED CHARGES	
Rate Type: 9,500L Open Bottom HPS Std RC-428	
Unit Charge (\$6.90 x 3 Lights x 02/ 32 Days)	1.29
Unit Charge (\$6.26 x 3 Lights x 30/ 32 Days)	17.61
Rate Type: 32,000L Fixture Only Dir-MH RC-451	
Unit Charge (\$17.75 x 3 Lights x 02/ 32 Days)	3.33
Unit Charge (\$16.11 x 3 Lights x 30/ 32 Days)	45.31
Other Charges For Above Rates	

WATER SVC CORP OF KY
 CUST ID# 61500-02-1
 2335 SANDERS RD
 NORTHBROOK IL 60062-6108

BILLING INFORMATION (cont)

Franchise Fee: A pass-through of fees paid by the Company to municipalities for the right to serve customers located in those municipalities.

IMPORTANT INFORMATION

For a copy of your rate schedule, visit www.eon-us.com or call our Customer Service Department.



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Late Payment Fees will be applied to current charges if the current amount due is not received in full by the payment due date on this bill even if payment arrangements have been made. Please have your account number available when calling to discuss your account.

Telephone Payments: 1-800-807-3596 (24 hours a day; \$2.95 fee)
Customer Service: 1-800-383-5582 (M-F, 7 a.m. to 6 p.m. ET)
Walk-In Center: Open Mon-Fri 8 a.m. to 5 p.m. ET
Online Customer Self-Service: www.eon-us.com (24 hours a day)

13008698

DUE DATE	Pay This Amount
09/14/10	\$74.36

ACCOUNT INFORMATION
 Account Number: 3000-0837-9400
 Account Name: WATER SVC CORP OF KY
 Service Address: Beans Fork Rd Pump St
 Next Read Will Occur: 09/30/10 - 10/06/10
 Date Bill Mailed: 09/02/10

Averages for Billing Period	This Year	Last Year
Average Temperature	77°	74°
Number of Days Billed	29	27
Electric/kwh per day	13.9	11.5

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SEP - 7 2010

BILLING SUMMARY

Previous Balance	56.21
Payment(s) Received 8/6 - 9/2	-56.21
Balance as of 9/2	0.00
Current Electric Charges	68.11
Current Taxes and Fees	6.25
Current Charges as of 9/2	74.36
Total Amount Due	74.36

ELECTRIC CHARGES

Rate Type: General Service - 3 Phase
 Basic Service Charge
 Energy Charge (\$0.07796 x 405.00 kwh)
Other Charges For Above Rates
 Fuel Adjustment (\$0.00352 x 405 kwh)
 Electric DSM (\$0.00058 x 405.00 kwh)
 Environmental Surcharge (3.620% x \$65.73)
Total Electric Charges

32.50
 31.57
 1.43
 0.23
 2.38
 \$68.11

Batch 89960

Doc 289299

METER AND USAGE INFORMATION

ELECTRIC

Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand	kwh
General Service - 3 Phase kwh dem-bs C526741 C526741	08/03/10	23255	09/01/10	23660	R	1	8.20	405
	08/03/10		09/01/10	8.2000	R	1	8.20	405
Total Usage							8.20	405

345102.5465.10

Please see reverse side for additional charges.



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Walk-In Center:
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3408698

DUE DATE	Pay This Amount
09/14/10	\$110.83

ACCOUNT INFORMATION

Account Number: 3000-0419-7897
Account Name: WATER SVC CORP OF KY
Service Address: N 19th St
Next Read Will Occur: 09/30/10 - 10/06/10
Date Bill Mailed: 09/02/10

Please see the "Billing Information" section for details about late payment charges and service disconnection.
Please have your account number available when calling to discuss your account.

Averages for Billing Period	This Year	Last Year
Average Temperature	77°	74°
Number of Days Billed	30	31
Electric/kwh per day	30.0	29.1

BILLING SUMMARY

Previous Balance	96.97
Payment(s) Received 8/4 - 9/2	-96.67
Balance as of 9/2	0.30
Current Electric Charges	94.74
Current Taxes and Fees	10.95
Current Charges as of 9/2	105.69
Other Charges (See Other Charges Box)	4.84
Total Amount Due	110.83

ELECTRIC CHARGES

Rate Type: General Services	Meter Reading Information
Basic Service Charge	Meter # C394535
Energy Charge (\$0.07796 x 901.00 kwh)	Actual Reading on 9/1/10 98917
Other Charges For Above Rates	Previous Reading on 8/2/10 98016
Fuel Adjustment (\$0.00352 x 901 kwh)	Current kwh Usage 901
Electric DSM (\$0.00058 x 901.00 kwh)	Meter Multiplier 1
Environmental Surcharge (3.620% x \$91.43)	Metered kwh Usage 901
Total Electric Charges	\$94.74

OTHER CHARGES

Late Payment Charge	4.84
Total Other Charges Due	\$4.84

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SEP - 7 2010

345102-5465-10

89960

289.300

Please see reverse side for additional charges.



HICKMAN-FULTON COUNTIES RURAL ELECTRIC COOPERATIVE CORPORATION
 Your Touchstone Energy Cooperative
 P.O. Box 190 Hickman, Kentucky 42050-0190

13009456

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 TTY-TDD (711)
 HICKMAN KENTUCKY
 800-633-1391
 270-238-2521

Office Hours: 7:30 AM to 4:00 PM Monday through Friday
 Drive Thru: 7:30 AM to 4:30 PM Monday through Friday

Account Number 294601	Account Name WATER SERVICE CORP OF KY	Rate 40	Cycle 57	Service Address PRUITT ROAD	Location Number 562065	Meter Number 25669385
Service From 07/22/10	No. Days 31	Bill Type Minimum	Reading Previous 760	Multiplier 1	KWH Usage 0	Charges 19.60
175W MVL			760			
STATE TAX						
SCHOOL TAX						
TOTAL CURRENT BILL DUE		09/25/10		32.60		
PREVIOUS AMOUNT DUE		08/16/10		32.50		
THANK YOU FOR YOUR PAYMENT		08/16/10		-32.50		
TOTAL AMOUNT DUE		Batch		32.60		
NON-PAY DISCONNECT DATE 10/07/10 NO SECOND NOTICE WILL BE SENT						
RECEIVED 34512545.10 291760						
SEP 18 2010						
COMPARISONS		Total KWH	Avg. KWH/Day	Cost/Per Day	TOTAL DUE \$ 32.60	
Current Billing Period	Days Service	0	0	0	Due Date	09/25/10
Previous Billing Period	30	0	0	0	bill is Delinquent After Due Date	
Same Period Last Year	28	0	0	0	After Due Date Pay: 34.09	
Your Electricity Use Over The Last 13 Months						
19	A	S	O	N	D	J
18	F	M	A	M	J	J
17	A					A
16						
15						
14						
13						
12						
11						
10						

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- Credit Card Draft
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WSC of Kentucky
Docket 2010-00476
DR 1-32c Clinton Rate Schedules

Account #	Rate Type	Service Address
KU		
3000-0781-6329	Power Service Secondary	Fern Lake
3000-0597-6059	Power Service Secondary	Fern Lake Filt Plt
3000-0419-7897	General Services	N 19th St
3000-0837-9400	General Services - 3 Phase	Beans Fork Rd Pump St
Hickman Fulton		
294601		40 Pruitt Road