


Rural Electric Cooperative Corporation

A Touchstone Energy[®] Cooperative 

May 11, 2011

RECEIVED

MR JEFF DEROUEN
EXECUTIVE DIRECTOR
PUBLIC SERVICE COMMISSION
PO BOX 615
FRANKFORT KY 40602

MAY 12 2011

PUBLIC SERVICE
COMMISSION

RE: PSC CASE NO. 2010-00518

Dear Mr. Derouen:

Please find enclosed an original and five (5) copies of the responses of Nolin RECC as requested in the above referenced case.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Michael L. Miller".

Michael L. Miller
President & CEO

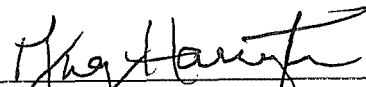
afc

Enclosures

Commonwealth of Kentucky
Before the Public Service Commission
Case No. 2010-00518

VERIFICATION

I verify, state and affirm that the testimony filed with this verification and for which I am listed as a witness is true and correct to the best of my knowledge, information and belief formed after a reasonable inquiry.

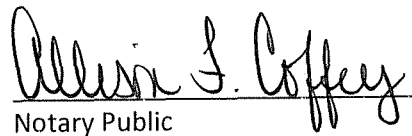


Greg Harrington, Engineering Superintendent

State of Kentucky

County of Hardin

The foregoing was signed, acknowledged and sworn to before me by Greg Harrington, this 11th day of May, 2011.



Notary Public

My Commission Expires:

August 27, 2012

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 1(a-b):

1. *The application includes a December 8, 2010 letter from Mike Norman, Rural Utilities Service (“RUS”) Field Representative, which finds the Nolin 2010-2013 Construction Work Plan (“CWP”) generally satisfactory for loan contract purposes.*
 - a. *When did Nolin file the CWP with RUS?*

Answer:

The CWP was filed on December 8, 2010 with RUS. The review is attached as “Exhibit A”.

- b. *The approval to proceed with the proposed distribution system construction is contingent upon RUS’s review and approval of an Environmental Report. What is the status of that approval?*

Answer:

On December 16, 2010, RUS approved the Environmental Report. See attached “Exhibit B”.

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

December 8, 2010

2011-2013 Construction Workplan (CWP)

Michael Miller, President and CEO
Nolin RECC

I have completed my review of the cooperative's 2011-2013 CWP, which was prepared by the Roger Wilson and the Nolin Engineering Department, and find it to be generally satisfactory for loan contract purposes. Approval to proceed with the proposed distribution system construction is contingent upon RUS's review and approval of an Environmental Report (reference 7 CFR 1794).

Load management projects will be reviewed/approved by the Northern Regional Division office, as necessary. This action will be taken after their receipt of the CWP and other supporting documents (i.e., appropriate feasibility and engineering studies).

You should make a special effort to inform all of the cooperative's employees and contractors, involved in the construction of utility plant of any commitments made in the Environmental Report covering the construction of the facilities recommended in the CWP.

Changes (line improvements, tie lines, extensions, substations, etc.) in the CWP will require RUS approval. The environmental acceptability of any such changes shall also be established in accordance with 7 CFR 1794. The procedure for satisfying these environmental requirements shall be the same as that used in connection with this CWP approval.

It is your responsibility to determine whether or not loan funds and/or general funds are available for the proposed construction. If general funds are used, the requirements as outlined in 7 CFR 1717 need to be followed.

The construction shall be accomplished in accordance with RUS requirements. Specific reference should be made to 7 CFR 1726, Electric System Construction Policies and Procedures.

Mike Norman

Mike Norman
RUS Field Representative



**United States Department of Agriculture
Rural Development**

Mr. Michael L. Miller
President and CEO
Nolin Rural Electric Cooperative Corporation
411 Ring Road
Elizabethtown, Kentucky 42701-6767

DEC 16 2010

Dear Mr. Miller,

The USDA Rural Utilities Service (RUS) has reviewed the Environmental Report (ER) covering the facilities recommended in Nolin Rural Electric Cooperative Corporation's 2011-2013 Construction Work Plan (CWP). In accordance with 7 CFR Part 1794, Environmental Policies and Procedures, as amended, all projects proposed in the CWP are Categorical Exclusions. No additional environmental information needs to be submitted for review, provided the projects do not change from what has been described in the CWP/ER.

Nolin Rural Electric Cooperative Corporation has environmental approval for all projects in the CWP. Nolin Rural Electric Cooperative Corporation is responsible for acquiring the necessary permits for construction and operation of the proposed projects and for ensuring that any environmental commitments made in the CWP/ER are fulfilled.

Thank you for your assistance and cooperation in helping us fulfill our environmental review requirements. If you have any questions, please contact me at (202) 720-1994 or Ms. Lauren McGee, Environmental Scientist, at lauren.mcgee@wdc.usda.gov or (202) 720-1482.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles M. Philpott".

CHARLES M. PHILPOTT
Chief, Engineering Branch
Northern Regional Division
USDA Rural Utilities Service

1400 Independence Ave, S W. · Washington DC 20250-0700
Web: <http://www.rurdev.usda.gov>

Committed to the future of rural communities

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights,
1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (Voice) or (202) 720-6382 (TDD).

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 2:

2. *Did Nolin begin any of the construction outlined in the CWP prior to filing the application in this matter? If yes, provide a schedule showing all projects constructed, and all expenditures for those construction projects to date.*

Answer:

No.

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 3:

3. *Has Nolin begun construction on any of the projects included in the CWP since filing the application in this matter? If yes, provide a schedule showing all projects constructed and all expenditures for those construction projects to date.*

Answer:

Yes, construction has begun. In attached “Exhibit C” is the complete CWP allocation cost showing those that have been closed in addition to those yet to be completed.

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement							
			3145572		-101.77	-204.43		3,171.90
			3161511		68.25	0.00		68.25
			3161602		42.79	0.00		297.95
			3161780		-48.08	-73.27		-18.69
			3161782		-31.00	-137.51		682.73
			3161971		-1.77	-138.65		1,765.38
			3162167		34.24	0.00		196.09
			3162180		-32.35	-100.80		860.23
			3162470		-106.74	-106.74		146.08
			3162489		-60.58	-111.91		522.10
			3162551		73.27	0.00		112.73
			3163226		-72.54	-107.25		648.34
			3163239		-73.01	-107.25		912.95
			3163744		15.35	-36.71		1,749.97
			3163746		43.38	0.00		293.88
			3163768		52.06	0.00		419.85
			3164438		15.36	-36.71		737.43
			3164509		-10.69	-36.71		672.09
		152	3150495		246.85	-53.74		1,182.19
			3154534		122.94	0.00		329.60
		639	3145077		120.30	-215.97		938.87
			3145078		122.62	-98.17		721.75
			3145082		107.87	0.00		323.36
			3145087		61.64	-387.52		737.87
			3145089		225.55	-110.72		417.23
			3145092		130.21	-124.00		507.21
			3145098		199.52	-203.27		1,077.29
			3145113		-19.99	-132.90		258.77
			3145114		404.13	0.00		718.42
			3145118		-72.62	-203.27		826.79
			3145119		182.31	-98.17		553.50
			3145120		392.95	-203.27		660.44
			3145121		182.31	-98.17		1,101.15
			3145123		225.81	0.00		1,101.15

05/05/2011 1:34... pm

Page: 2

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: Work Plan:

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement		639	3145134	290.50	-107.27		486.32
				3145140	206.94	0.00		460.16
				3145147	305.61	-73.08		506.50
				3145159	137.15	0.00		338.14
				3145160	337.41	-166.09		498.83
				3145201	196.28	-24.51		391.39
				3145204	368.51	-73.08		843.37
				3145206	277.00	-164.59		1,241.00
				3145208	210.51	0.00		194.16
				3145212	112.91	0.00		316.00
				3145217	112.91	0.00		269.75
				3145229	22.54	-203.27		659.14
				3145230	-61.97	-269.71		580.74
				3145233	112.91	0.00		317.56
				3145245	104.07	0.00		305.39
				3145251	125.38	0.00		333.78
				3145283	188.32	-107.62		256.66
				3145289	295.94	0.00		456.85
				3145296	138.55	0.00		354.09
				3145303	705.29	0.00		952.98
				3145310	295.94	0.00		557.66
				3145312	166.37	-107.62		374.24
				3145324	568.04	0.00		578.68
				3145327	150.10	0.00		129.55
				3145337	128.88	0.00		347.13
				3145356	-47.09	-424.73		913.71
				3145358	159.99	-203.27		589.19
				3145382	211.03	0.00		851.28
				3145395	-243.08	-372.17		18.85
				3145400	277.02	0.00		504.77
				3145409	129.09	0.00		81.47
				3145413	68.43	-43.19		770.44
				3145419	142.40	0.00		222.44
				3145420	142.40	0.00		388.88

05/05/2011 1:34 . pm

Page: 3

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Work Plan:

Approved Date:

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement		639	3145433	-15.72	-348.13		196.21
				3145438	91.75	-158.84		363.13
				3145453	234.24	-98.17		873.89
				3145457	277.02	0.00		506.69
				3145459	55.82	-203.27		957.80
				3145468	111.62	0.00		327.40
				3145469	43.61	-177.18		253.63
				3145472	260.58	0.00		498.92
				3145477	234.24	-98.17		883.24
				3145481	227.71	-221.45		-407.45
				3145488	-64.29	-203.27		542.30
				3145509	239.99	0.00		400.11
				3145510	306.99	0.00		339.35
				3145511	40.81	-98.17		662.15
				3145512	233.19	0.00		-499.07
				3145514	-165.00	-265.54		106.36
				3145515	49.53	0.00		586.60
				3145516	283.19	0.00		292.74
				3145517	283.19	0.00		340.33
				3145523	71.62	-53.74		998.39
				3145524	71.62	-53.74		1,018.94
				3145526	239.99	0.00		-451.42
				3145527	123.85	0.00		1,031.36
				3145528	-79.42	-203.27		828.11
				3145531	17.51	-149.54		1,453.64
				3145540	-2.86	-158.84		625.31
				3145545	138.98	0.00		741.20
				3145546	85.40	-203.27		662.43
				3145548	256.99	0.00		497.23
				3145549	42.68	-98.17		1,092.38
				3145550	287.99	0.00		1,112.03
				3145551	288.85	-150.86		977.99
				3145552	76.27	-149.54		3,577.00
				3145554	399.03	0.00		1,018.94

Work Order Loan Information

05/05/2011 1:34:00 pm

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: **Work Plan:**

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement		639	3145555	228.98	-53.74		847.64
				3145556	159.97	-107.27		1,027.30
				3145557	265.49	0.00		432.18
				3145562	145.78	0.00		745.24
				3145568	184.43	-96.05		497.46
				3145569	25.52	-105.13		896.15
				3145570	4.41	-203.27		394.34
				3145573	-53.92	-203.27		898.18
				3145575	226.63	-267.55		1,205.81
				3145576	95.52	-166.06		257.84
				3145586	245.94	0.00		452.40
				3145588	-62.42	-203.27		848.19
				3145589	280.48	0.00		1,126.65
				3145590	31.16	-98.17		696.02
				3145599	-73.11	-280.05		593.56
				3145606	261.58	0.00		311.65
				3145608	123.75	-102.06		362.24
				3145609	-148.21	-543.86		220.26
				3145620	55.87	-224.61		273.00
				3145621	343.01	-220.42		1,111.86
				3145626	67.85	0.00		318.55
				3145629	13.67	-299.59		665.81
				3145630	205.52	-240.13		247.89
				3145631	142.77	-83.04		153.18
				3145632	66.38	-46.53		81.66
				3145633	170.48	-55.33		372.26
				3145642	247.27	-33.21		810.92
				3145647	-62.71	-288.52		551.44
				3145648	89.08	0.00		110.85
				3145649	125.89	-210.38		718.77
				3145652	126.93	-464.43		773.63
				3145653	276.21	-155.02		818.72
				3145655	112.92	0.00		458.00
				3145664	182.31	-98.17		177.77

05/05/2011 1:34:00 pm

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: **Work Plan:**

Status: Active

Loan Project	Description	Retirement W/O Replacement	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000				639	3145667	-217.75	-424.69		498.05
					3145669	112.91	0.00		320.45
					3145676	22.51	-257.97		265.48
					3145711	22.54	-203.27		904.57
					3147159	172.07	-53.74		2,019.51
					3148099	239.99	0.00		498.67
					3148880	72.88	-158.84		777.41
					3148885	200.42	-53.74		852.41
					3149093	225.81	0.00		458.70
					3149634	211.03	0.00		824.38
					3150008	215.20	-668.90		9,445.48
					3150081	148.40	0.00		251.43
					3150258	170.27	0.00		372.03
					3150361	126.60	-216.62		928.47
					3150452	-265.51	-497.83		406.38
					3150826	170.27	0.00		357.75
				643	3140081	39.73	-95.76		796.36
					3145075	153.21	-173.09		331.89
					3145085	60.92	-137.41		708.97
					3145090	100.02	-98.17		789.55
					3145107	-24.48	-182.38		2,144.68
					3145117	29.21	-168.98		963.29
					3145122	112.91	0.00		312.78
					3145129	112.92	0.00		403.01
					3145130	173.23	-52.58		888.05
					3145145	150.13	0.00		351.13
					3145146	150.13	0.00		312.83
					3145252	150.13	0.00		449.57
					3145254	149.89	0.00		376.19
					3145276	509.41	0.00		785.75
					3145278	91.86	-151.70		95.91
					3145279	509.41	0.00		1,111.18
					3145280	325.48	-55.33		1,111.18
					3145281	235.98	-145.31		1,111.18

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: Work Plan:

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement		643	3145295	250.12	-131.17		810.34
				3145311	150.13	0.00		727.13
				3145313	100.13	0.00		253.98
				3145344	-90.79	-241.03		1,327.35
				3145350	381.29	0.00		478.60
				3145352	469.98	0.00		502.33
				3145353	164.99	-216.30		294.47
				3145354	236.59	0.00		440.20
				3145355	255.53	-194.67		479.61
				3145361	347.63	-322.50		521.34
				3145364	195.45	-98.55		355.56
				3145368	521.70	-203.27		1,118.08
				3145380	-15.67	-268.79		968.00
				3145385	139.39	-197.80		1,088.15
				3145388	215.90	-214.91		281.87
				3145401	144.96	-108.16		293.28
				3145431	33.66	-95.87		582.32
				3145455	253.12	0.00		539.56
				3145456	129.53	0.00		386.13
				3145486	157.90	0.00		318.38
				3145487	62.03	-95.87		671.33
				3145489	145.03	0.00		377.82
				3145494	351.13	-33.28		377.58
				3145498	129.53	0.00		250.86
				3145499	129.53	0.00		583.75
				3145505	157.90	0.00		370.44
				3145520	62.03	-95.87		970.99
				3145532	184.11	-52.48		800.90
				3145536	752.21	-107.27		762.09
				3145539	140.99	-95.87		811.96
				3145558	221.29	-457.32		224.16
				3145565	111.81	-53.74		1,111.11
				3145578	112.59	0.00		1,111.11
				3145579	198.19	0.00		1,111.11

05/05/2011 1:34:.. pm

Page: 7

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: **Work Plan:**

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement		643	3145581	259.04	0.00		8,454.58
				3145582	1,618.10	0.00		1,904.41
				3145602	335.71	-20.44		396.88
				3145616	206.94	0.00		617.72
				3145638	-88.16	-313.97		1,157.95
				3145654	170.21	-166.06		375.70
				3145665	163.17	-95.87		1,069.23
				3145674	259.04	0.00		889.31
				3145675	3.50	-203.27		636.97
				3147054	157.90	0.00		1,053.58
				3147284	435.01	0.00		584.89
				3149095	23.73	-302.57		693.39
				3149098	230.43	-95.87		1,225.04
				3149099	62.03	-95.87		753.42
				3150914	356.81	-113.17		963.22
				3150936	215.12	-169.29		1,167.44
				3150942	278.79	-43.38		1,509.55
				3151808	180.49	-132.97		1,127.69
				3152300	62.03	-95.87		799.35
				3153301	135.54	-219.37		650.47
				3153336	175.88	0.00		335.39
				3153449	80.12	-95.76		1,409.67
				3153481	242.08	0.00		561.13
				3153559	125.14	-32.79		306.51
				3153572	135.49	0.00		259.83
				3153584	39.77	-95.76		463.81
				3153797	419.95	-52.48		1,167.60
				3154338	147.96	-52.48		938.70
				3154450	201.05	0.00		531.75
				3154691	144.17	-105.12		208.61
				3154907	133.68	0.00		709.85
			646	3145103	249.54	-98.17		100.87
				3145104	355.99	0.00		889.00
				3145105	104.65	-203.27		200.55

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Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: Work Plan:

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement		646	3145108	16.32	0.00		219.80
				3145109	-53.45	-203.27		568.46
				3145116	-53.45	-203.27		589.05
				3145124	151.51	0.00		387.16
				3145125	93.74	-53.74		769.80
				3145141	259.63	0.00		467.30
				3145142	159.63	0.00		649.66
				3145148	123.88	0.00		1,063.69
				3145149	423.84	0.00		616.11
				3145150	127.81	0.00		306.03
				3145151	272.13	-157.24		947.12
				3145152	159.15	0.00		318.99
				3145154	253.59	0.00		677.61
				3145220	454.50	0.00		512.46
				3145222	259.63	0.00		303.87
				3145227	264.73	0.00		219.11
				3145235	259.63	0.00		534.76
				3145239	209.63	0.00		501.18
				3145259	312.80	0.00		552.07
				3145266	439.20	0.00		1,520.83
				3145271	319.63	0.00		264.41
				3145272	695.44	-43.17		643.10
				3145305	129.51	0.00		289.10
				3145306	4.63	-52.48		1,165.03
				3145307	187.83	-55.34		942.29
				3145316	312.80	0.00		582.32
				3145317	109.46	-45.61		1,126.25
				3145346	122.94	0.00		326.88
				3145377	314.87	0.00		593.19
				3145411	78.73	0.00		290.24
				3145426	182.76	-14.51		261.37
				3145429	303.38	0.00		888.83
				3145450	329.65	0.00		855.77
				3145460	376.44	-105.48		855.77

05/05/2011 1:34 pm

Page: 9

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Approved Date: Work Plan:

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement							
		646		3145470	-52.88	-207.95		664.71
				3145476	279.65	0.00		991.10
				3145478	-115.22	-275.34		244.99
				3145483	153.65	0.00		1,034.16
				3145496	64.62	0.00		71.92
				3145503	325.69	0.00		531.49
				3145507	137.63	-203.27		758.88
				3145542	67.17	0.00		274.96
				3145543	453.83	0.00		709.16
				3145560	5.04	-154.42		636.47
				3145567	225.32	0.00		670.29
				3145592	396.36	0.00		634.92
				3145593	213.48	0.00		438.96
				3145596	205.75	0.00		1,052.44
				3145613	383.80	-203.27		1,348.20
				3145619	354.24	0.00		558.35
				3145635	223.68	0.00		266.84
				3145637	826.46	-107.62		1,085.58
				3145657	218.80	0.00		871.32
				3145659	419.55	-107.27		676.37
				3145661	271.50	0.00		409.73
				3145677	129.60	-159.53		746.05
				3145679	408.69	-203.27		868.31
				3145681	639.59	-52.48		1,405.74
				3145690	-84.05	-320.86		699.88
				3146887	364.41	-107.27		526.49
				3149021	326.54	0.00		361.16
				3149089	71.23	-107.27		310.61
				3149091	10.18	-158.84		668.60
				3150108	126.86	-373.73		793.21
				3155304	-27.32	-165.77		226.36
				3155456	22.00	-100.94		154.60
				3155569	98.57	-100.94		96.54
				3155895	7.83	-231.46		11.13

Work Order Loan Information

Loan: AP 8 2011 - 2013 Work Plan

Work Plan:

Approved Date:

Status: Active

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
0000	Retirement W/O Replacement							
		646		3155897	-3.38	-456.41		379.84
				3155900	267.19	0.00		709.05
				3156000	239.29	0.00		131.59
				3157235	156.11	0.00		414.11
				3157822	275.96	0.00		320.29
		649		3145088	136.69	0.00		339.36
				3145093	551.81	0.00		1,071.78
				3145095	348.34	0.00		676.76
				3145097	268.60	-203.27		906.03
				3145099	-39.74	-307.72		285.46
				3145100	601.81	0.00		850.59
				3145285	156.11	0.00		418.13
				3145291	236.81	0.00		244.01
				3145314	129.80	0.00		370.14
				3145465	-52.57	-203.27		668.23
				3145467	263.57	-107.27		1,220.87
				3145519	97.36	-53.74		977.27
				3145553	22.31	-107.49		665.07
				3153485	280.37	0.00		404.57
				3153787	262.78	0.00		11.67
				3154930	1,443.59	0.00		1,482.53
				3154955	280.37	0.00		285.70
				3157644	367.98	0.00		648.86
				3157672	582.91	-222.19		612.61
				3157766	142.34	-123.24		371.99
				3157826	130.48	0.00		160.85
				3158358	582.88	0.00		559.51
				3158363	433.35	0.00		1,364.02
				3158828	361.07	0.00		595.20
				3159426	-222.37	-352.19		14.47
				3159431	-222.37	-352.19		-2.97
				3159611	129.76	0.00		22.01
				3160195	180.52	0.00		11.09
				3160261	129.80	0.00		17.44

05/05/2011 1:34. . pm

Page: 12

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
101	Overhead Sec. Services	289,380.00	643	3149433	3,826.97	3,826.97		43.46
				3151775	613.45	613.45		138.38
				3151967	461.61	461.61		-114.97
				3152679	546.12	546.12		88.90
				3153231	760.53	760.53		-56.12
			646	3152331	444.85	444.85		181.66
				3154950	410.89	410.89		-35.26
				3157106	237.91	237.91		-358.36
				3157301	234.88	234.88		-92.20
				3157619	914.71	914.71		39.93
			649	3155546	3,354.02	3,354.02		-670.93
				3158861	546.59	546.59		-529.35
				3158898	593.30	593.30		-669.90
				3158927	1,989.21	1,989.21		-3,366.39
				3159371	504.24	504.24		-4,931.06
				3159373	544.75	544.75		-505.81
				3159398	593.07	593.07		-963.18
				3159593	916.47	916.47		-2,747.31
				3160430	2,160.12	2,160.12		-4,952.99
				3160926	742.63	742.63		-564.29
Total For Extension - :					72,466.42	70,860.32	218,519.68	-66,510.77
Total For Loan Project - 101:					72,466.42	70,860.32	218,519.68	-66,510.77
102	Underground Sec. Services	3,796,732.00		2009008	17,271.43	17,271.43		17,271.43
				2011005	27,439.26	27,439.26		-25,534.94
				3140406	368.36	368.36		-1,273.74
				3151779	1,467.82	1,467.82		-3,307.03
				3152730	160.10	160.10		-878.71
				3153227	459.31	459.31		-2,446.80
				3153599	440.93	440.93		-1,335.18
				3154322	6,262.98	-6,206.92		-19,440.6
				3156553	744.46	744.46		-2,861.77
				3156585	734.59	734.59		-3,800.8

05/05/2011 1:34:00 pm

Page: 13

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order		Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
					Costs				
102	Underground Sec. Services	3,796,732.00							
				3156651	1,837.19		1,837.19		-7,260.35
				3157064	1,123.89		1,123.89		-1,908.59
				3158397	807.33		807.33		-4,555.93
				3158863	19,982.53		16,982.53		-2,978.56
				3158911	594.00		594.00		-3,877.96
				3159153	106.67		106.67		-4,695.84
				3159285	713.70		713.70		-4,495.29
				3159287	1,570.98		1,570.98		-611.05
				3159474	118.05		118.05		-908.37
				3160638	370.92		370.92		-1,275.23
				3161648	284.38		284.38		-5,715.67
				3161762	77.15		77.15		-4,725.36
				3161939	851.99		851.99		-4,115.19
				3161960	522.49		522.49		-479.53
				3162037	2,437.54		2,437.54		-7,118.13
				3162131	602.53		602.53		-1,445.18
				3162134	692.66		692.66		-5,583.73
				3162143	1,059.55		1,059.55		-652.80
				3162225	438.78		438.78		-457.82
				3162228	335.38		335.38		-129.39
				3162364	81.49		81.49		81.49
				3162507	213.57		213.57		-273.36
				3162575	206.01		206.01		-74.08
				3162577	351.43		351.43		-588.42
				3162602	392.94		392.94		-657.15
				3162642	216.90		216.90		-279.27
				3162840	389.45		389.45		-288.84
				3162850	401.85		401.85		-1,485.17
				3163149	182.62		182.62		-129.94
				3163151	401.91		336.21		-1,526.32
				3163253	93.28		93.28		79.75
				3163292	126.33		126.33		-3,024.75
				3163294	126.33		126.33		-3,024.75
				3163512	432.42		432.42		-1,177.83

Work Order Loan Information

05/05/2011 1:34:.. pm

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
102	Underground Sec. Services	3,796,732.00						
			639					
				3163813	59.78	59.78		-1,624.39
				3163830	219.25	219.25		-169.46
				3163866	289.97	289.97		-370.56
				3163867	244.43	244.43		-299.70
				3164253	296.68	296.68		-211.26
				3164339	899.90	899.90		12.12
				3164664	120.08	120.08		-800.34
				C1183	1,420.70	1,420.70		-894,618.11
				3139218	2,548.74	2,548.74		-2,093.72
				3140060	826.99	826.99		-5,650.20
				3141079	1,147.86	1,147.86		-74.69
				3142278	380.02	380.02		-144.77
				3142279	279.63	279.63		-264.36
				3142418	817.12	817.12		76.56
				3145808	2,949.45	2,949.45		-787.27
				3147255	451.77	451.77		-693.59
				3147450	3,468.64	3,468.64		-398.05
				3148096	4,846.25	4,846.25		-3,904.81
				3148427	2,764.61	2,764.61		-1,468.92
				3148497	836.34	836.34		-168.94
				3148500	7,932.33	7,932.33		-7.55
				3149209	526.09	526.09		90.81
				3149330	666.54	666.54		-1,370.74
				3149573	1,092.32	1,092.32		-996.24
				3149612	531.76	531.76		-377.18
				3149624	1,416.04	1,416.04		-1,094.32
				3149754	1,349.36	1,349.36		135.40
				3149800	1,100.49	1,100.49		164.71
				3149891	939.53	939.53		-219.37
				3149903	716.65	716.65		121.17
				3149904	644.25	644.25		81.73
				3149926	1,196.82	1,196.82		44.99
				3149957	728.24	728.24		11.88
				3149984	467.72	467.72		17.43

05/05/2011 1:34 pm

Work Order Loan Information

Loan: AP 8

Approved Date:

Work Plan:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
102	Underground Sec. Services	3,796,732.00	639	3149985	412.07	412.07	154.45	154.45
				3149987	754.59	754.59	37.92	37.92
				3149999	1,161.03	1,161.03	252.61	252.61
				3150062	516.23	516.23	180.05	180.05
				3150064	731.22	731.22	280.33	280.33
				3150078	432.81	432.81	241.59	241.59
				3150127	605.65	605.65	120.33	120.33
				3150140	613.10	613.10	425.49	425.49
				3150142	916.63	916.63	-966.51	-966.51
				3150152	999.43	999.43	44.42	44.42
				3150156	824.83	824.83	-83.77	-83.77
				3150163	1,213.76	1,213.76	122.11	122.11
				3150190	971.97	971.97	-173.22	-173.22
				3150217	547.01	547.01	-284.44	-284.44
				3150310	927.76	927.76	47.03	47.03
				3150317	400.41	400.41	-161.52	-161.52
				3150319	285.69	285.69	83.63	83.63
				3150336	1,215.22	1,215.22	-726.46	-726.46
				3150337	906.19	906.19	99.88	99.88
				3150338	1,589.81	1,370.82	-549.81	-549.81
				3150354	815.20	815.20	389.15	389.15
				3150367	963.63	963.63	-499.11	-499.11
				3150411	903.58	903.58	-258.50	-258.50
				3150414	912.84	912.84	-278.78	-278.78
				3150529	1,659.64	1,659.64	-1,002.69	-1,002.69
				3150539	1,500.26	1,500.26	-489.56	-489.56
				3150586	696.51	696.51	46.29	46.29
				3150801	657.11	657.11	-1,873.83	-1,873.83
				3150811	909.51	909.51	-196.81	-196.81
				3150848	1,105.99	1,105.99	-1,244.36	-1,244.36
				3150898	1,056.29	1,056.29	30.21	30.21
				3150899	1,149.91	1,149.91	65.88	65.88
				3150900	592.98	592.98	88.99	88.99
				3150927	756.46	756.46	70.88	70.88

05/05/2011 1:34 pm

Page: 16

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
102	Underground Sec. Services	3,796,732.00	639	3151273	493.54	493.54		171.28
				3151274	1,117.05	1,117.05		175.97
				3151276	578.77	578.77		94.89
				3151699	661.96	661.96		24.72
				3151707	766.28	766.28		-466.71
			643	2010014	9,128.13	9,128.13		-7,049.03
				3114079	3,214.25	3,214.25		-1,324.24
				3142016	1,323.79	1,323.79		-585.30
				3144898	849.44	849.44		-200.15
				3144901	1,159.03	1,159.03		-1,650.44
				3145022	1,142.39	1,142.39		337.93
				3147927	4,198.24	4,198.24		500.95
				3148188	2,880.07	2,880.07		-1,038.28
				3149572	2,077.34	2,077.34		-1,035.87
				3151078	643.89	643.89		269.76
				3151952	1,008.12	1,008.12		168.08
				3152074	760.94	760.94		-19.92
				3152156	989.20	989.20		184.71
				3152327	443.74	443.74		-1,887.40
				3153072	1,310.15	1,310.15		306.44
				3153076	1,046.01	1,046.01		-158.28
				3153131	2,029.27	2,029.27		-616.65
				3153154	1,090.64	1,090.64		-94.56
				3153160	1,180.68	1,180.68		321.76
				3153228	1,136.44	1,136.44		100.66
				3153330	774.06	774.06		108.97
				3153331	858.74	858.74		-200.44
				3153592	788.17	788.17		-6.16
				3153593	1,012.59	1,012.59		107.01
				3153595	722.14	722.14		130.55
				3153619	661.60	661.60		45.38
				3154240	762.16	762.16		299.53
				3154289	853.18	853.18		440.88
				3154402	1,681.24	1,681.24		1,408.51

05/05/2011 1:34:00 pm

Page: 17

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
102	Underground Sec. Services	3,796,732.00	643	3154694	960.36	960.36	960.36	147.31
				3154695	511.31	511.31	511.31	-10.22
				3154696	494.61	494.61	494.61	-2.81
				3154711	830.77	830.77	830.77	-1,234.14
				3154782	746.06	746.06	746.06	-1,637.11
				96430	246.14	246.14	246.14	-210.03
			646	3146692	5,659.84	5,659.84	5,659.84	-568.19
				3149300	1,313.59	1,313.59	1,313.59	-1,604.19
				3149377	1,014.91	1,014.91	1,014.91	410.67
				3150272	7,770.89	7,770.89	7,770.89	-1,101.88
				3152344	986.31	986.31	986.31	178.06
				3152365	4,632.35	4,632.35	4,632.35	826.32
				3153128	3,710.03	3,710.03	3,710.03	-694.40
				3154466	1,063.66	1,063.66	1,063.66	242.02
				3154688	3,448.24	3,448.24	3,448.24	-1,877.34
				3154690	658.38	658.38	658.38	120.79
				3154748	949.47	949.47	949.47	-343.03
				3154948	1,238.80	1,238.80	1,238.80	217.62
				3155231	1,351.55	1,351.55	1,351.55	-358.59
				3155291	912.17	912.17	912.17	417.72
				3155328	537.26	537.26	537.26	-235.89
				3155444	1,183.26	1,183.26	1,183.26	338.14
				3155445	659.50	659.50	659.50	-179.51
				3155447	400.11	400.11	400.11	-135.87
				3155448	478.49	478.49	478.49	136.72
				3155455	602.92	602.92	602.92	156.45
				3155711	576.50	576.50	576.50	72.78
				3155820	589.16	589.16	589.16	9.87
				3155887	765.47	765.47	765.47	98.50
				3156066	480.25	480.25	480.25	-28.67
				3156295	974.72	974.72	974.72	16.23
				3156298	1,510.82	1,510.82	1,510.82	111.64
				3156301	1,201.91	1,201.91	1,201.91	-66.55
				3156308	606.25	606.25	606.25	-1,333.24

05/05/2011 1:34 . pm

Page: 18

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
102	Underground Sec. Services	3,796,732.00	646	3156544	870.08	870.08		-384.55
				3156623	1,586.09	1,586.09		-392.51
				3156629	912.31	912.31		-1,574.59
				3156679	466.75	466.75		-116.01
				3157212	1,054.69	1,054.69		384.63
				3157287	599.90	599.90		260.51
				3157296	265.42	265.42		-41.31
				3157300	500.49	500.49		329.19
				3157369	1,031.46	1,031.46		-1,224.50
				3157666	489.79	489.79		134.76
				3157750	576.06	576.06		268.68
			649	2010016	31,624.86	31,624.86		-21,831.95
				2010021	100,032.70	100,032.70		-75,640.50
				2010027	52,700.69	52,700.69		-87,971.22
				3115737	1,444.18	1,444.18		-1,854.91
				3131554	849.23	849.23		-149.17
				3134639	869.78	869.78		-1,051.40
				3152169	4,769.36	4,769.36		-3,186.99
				3152729	791.49	791.49		185.89
				3152731	897.55	897.55		-281.72
				3153791	849.50	849.50		-772.32
				3155026	1,348.22	1,348.22		211.82
				3155031	2,956.87	2,956.87		-1,414.91
				3156049	856.40	856.40		-1,646.30
				3156687	1,103.10	1,103.10		-34.50
				3157247	754.16	754.16		-748.66
				3157385	1,761.45	1,761.45		327.39
				3157388	3,228.35	3,228.35		-473.47
				3157602	9,882.10	9,882.10		296.79
				3157609	3,463.95	3,463.95		-3,411.35
				3157610	1,629.07	1,629.07		-5,575.52
				3157818	2,441.04	2,441.04		-5,043.31
				3158071	1,694.45	1,694.45		-3,990.22
				3158077	782.77	782.77		-3,610.00

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
102	Underground Sec. Services	3,796,732.00	649	3158712	968.43	968.43		-257.76
				3158807	1,988.72	1,988.72		-4,137.85
				3158900	2,525.11	2,525.11		-5,794.56
				3158903	996.02	996.02		-741.36
				3158904	2,206.44	2,206.44		-820.47
				3159134	738.54	738.54		-691.64
				3159145	716.03	716.03		147.60
				3160151	888.37	888.37		210.81
				3160407	550.19	550.19		52.99
				3160408	828.94	828.94		-894.56
				3160523	1,092.72	1,092.72		-955.47
				3160668	820.99	820.99		274.54
				3160672	674.74	674.74		-1,906.24
				3160679	744.81	744.81		8.69
				3160740	3,238.89	3,238.89		-2,732.42
				3160963	451.17	451.17		80.34
				3160991	964.32	964.32		-543.69
				3161289	1,175.17	1,175.17		-71.54
				3161328	656.42	656.42		-997.48
				3161331	619.93	619.93		-864.03
				3161344	1,262.21	1,262.21		285.61
				3161367	596.30	596.30		-447.31
				3161530	981.13	981.13		-117.04
				3161658	2,142.44	2,142.44		-5,245.76
		3,796,732.00			528,696.79	512,215.03	3,284,516.97	-1,308,528.33
		3,796,732.00			528,696.79	512,215.03	3,284,516.97	-1,308,528.33
1600	Minor Projects under \$100,000.00	0.00		3151391	11,274.63	0.00		1,288.70
				3161057	957.39	957.39		-3,286.10
				3163828	1,186.54	1,186.54		82.06
			640	3148253	727.15	727.15		80.06
				3149359	119.59	119.59		-1,916.77
				3149437	2,441.97	2,441.97		1,323.00
								1,288.70
								-3,286.10
								82.06
								80.06
								-1,916.77
								1,323.00

Total For Extension - :

Total For Loan Project - 102:

1600 Minor Projects under \$100,000.00

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
1600	Minor Projects under \$100,000.00	0.00						
			640	3151685	2,380.60	2,380.60		470.46
				3151709	1,412.33	1,412.33		166.51
			644	2010024	26,972.78	26,972.78		7,044.33
				2010026	16,216.97	16,216.97		8,275.38
				3145333	653.39	653.39		663.28
				3145399	204.67	204.67		340.30
				3149359A	2,024.02	2,024.02		2,024.02
				3151614	359.31	359.31		-291.40
				3152662	4,671.43	4,671.43		1,579.86
				3153680	1,678.85	1,678.85		499.62
				3154355	3,270.05	3,270.05		1,286.84
				94184	16.16	16.16		-191.00
			647	2010028	79,185.76	79,185.76		68,199.83
				3153654	4,232.30	4,232.30		1,075.30
				3154239	1,811.49	1,811.49		1,473.00
				3155896	366.13	366.13		1,912.50
				3156073	760.16	760.16		248.47
				3156580	502.24	502.24		-168.82
				3157221	511.20	511.20		339.79
	Total For Extension - :	0.00			163,937.11	152,662.48	-152,662.48	94,174.72
	Total For Loan Project - 1600:	0.00			163,937.11	152,662.48	-152,662.48	94,174.72
327	Veterans Way	231,221.00			0.00	0.00	231,221.00	0.00
	Total For Extension - :	231,221.00			0.00	0.00	231,221.00	0.00
	Total For Loan Project - 327:	231,221.00			0.00	0.00	231,221.00	0.00
328	Copeland Road to store	15,223.00			0.00	0.00	15,223.00	0.00
	Total For Extension - :	15,223.00			0.00	0.00	15,223.00	0.00
	Total For Loan Project - 328:	15,223.00			0.00	0.00	15,223.00	0.00
329	Cash Road off Flint Hill	53,281.00			0.00	0.00	53,281.00	0.00
	Total For Extension - :	53,281.00			0.00	0.00	53,281.00	0.00
	Total For Loan Project - 329:	53,281.00			0.00	0.00	53,281.00	0.00

05/05/2011 1:34:00 pm

Work Order Loan Information

Loan: AP 8

Approved Date:

Status: Inactive

Work Plan:

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
330	Keith Road	114,174.00			0.00	0.00	114,174.00	0.00
Total For Loan Project - 330:		114,174.00			0.00	0.00	114,174.00	0.00
331	Horn Road/Hardinsburg	68,504.00			0.00	0.00	68,504.00	0.00
Total For Loan Project - 331:		68,504.00			0.00	0.00	68,504.00	0.00
332	Salem Church Road	338,421.00			0.00	0.00	338,421.00	0.00
Total For Loan Project - 332:		338,421.00			0.00	0.00	338,421.00	0.00
333	Sports Park/St. John Road	208,099.00			0.00	0.00	208,099.00	0.00
Total For Loan Project - 333:		208,099.00			0.00	0.00	208,099.00	0.00
601	Special Equipment Trans,Meters etc.	4,157,538.00			0.00	0.00	4,157,538.00	0.00
				0694747	1,566.00	1,566.00		0.00
				11462666	10,542.00	10,542.00		0.00
				11462709	38,509.00	38,509.00		0.00
				11463086	7,028.00	7,028.00		0.00
				11463349	22,187.00	22,187.00		0.00
				11463627	14,520.00	14,520.00		0.00
				11464139	18,150.00	18,150.00		0.00
				11464796	1,833.00	1,833.00		0.00
				11464834	9,558.00	9,558.00		0.00
				11464997	4,878.00	4,878.00		0.00
				11465245	5,190.00	5,190.00		0.00
				11465328	1,730.00	1,730.00		0.00
				11465503	27,479.00	27,479.00		0.00
				11465548	13,966.00	13,966.00		0.00
				11466825	23,344.00	23,344.00		0.00
				11467206	11,439.00	11,439.00		0.00
				11467213	21,200.00	21,200.00		0.00
				11467245	8,650.00	8,650.00		0.00

Work Order Loan Information

05/05/2011 1:34... pm

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
601	Special Equipment, Trans, Meters etc.	4,157,538.00						
				11467247	31,812.00	31,812.00		0.00
				11467730	6,827.00	6,827.00		0.00
				11468063	3,014.00	3,014.00		0.00
				11468200	6,028.00	6,028.00		0.00
				212337	6,420.00	6,420.00		0.00
				5772037.001	2,011.20	2,011.20		0.00
				692922	1,751.76	1,751.76		0.00
				692923	4,002.00	4,002.00		0.00
				695293	6,688.00	6,688.00		0.00
				696398	1,566.00	1,566.00		0.00
				90082981	2,877.30	2,877.30		0.00
				90083068	280.80	280.80		0.00
				90083254	16,917.96	16,917.96		0.00
				90083417	12,493.16	12,493.16		0.00
				90084696	2,450.88	2,450.88		0.00
				90084697	1,099.29	1,099.29		0.00
				90084800	1,426.94	1,426.94		0.00
				90084945	36,567.60	36,567.60		0.00
				90085026	48,175.20	48,175.20		0.00
				90085075	1,200.88	1,200.88		0.00
				90085141	273.78	273.78		0.00
				90085142	1,510.08	1,510.08		0.00
				90085639	1,267.08	1,267.08		0.00
				90085728	1,267.08	1,267.08		0.00
				90086801	745.02	745.02		0.00
				90086802	364.00	364.00		0.00
					440,806.01	440,806.01	3,716,731.99	0.00
					440,806.01	440,806.01	3,716,731.99	0.00

Total For Extension - : 4,157,538.00

Total For Loan Project - 601: 4,157,538.00

602 Service Up-Grades with wire changes 494,560.00

639

3149337 772.14
3149398 1,094.76
3149778 950.35
3150603 1,168.84

05/05/2011 1:34 pm

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date: Status: Inactive

Loan Project	Description	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
602	Service Up-Grades with wire changes	639	3151134	1,533.83	1,533.83		524.77
		643	3152396	917.75	917.75		216.97
		646	3153483	506.38	506.38		42.51
		649	3154261	566.89	566.89		364.06
			3159361	966.99	966.99		431.74
			3159424	1,467.43	1,467.43		21,703.86
			3160690	1,028.76	1,028.76		688.63
Total For Extension - :				10,974.12	10,974.12	483,585.88	24,027.36
Total For Loan Project - 602:				10,974.12	10,974.12	483,585.88	24,027.36
603	Sectionalizing Controls			0.00	0.00	0.00	0.00
Total For Extension - :				0.00	0.00	0.00	0.00
Total For Loan Project - 603:				0.00	0.00	0.00	0.00
604	Voltage Regulators			0.00	0.00	0.00	0.00
Total For Extension - :				0.00	0.00	0.00	0.00
Total For Loan Project - 604:				0.00	0.00	0.00	0.00
605	Capacitors			0.00	0.00	0.00	0.00
Total For Extension - :				0.00	0.00	0.00	0.00
Total For Loan Project - 605:				0.00	0.00	0.00	0.00
606	Poles Change out to same height			2,832.12	0.00		2,372.83
			3150806	2,832.12	0.00		2,372.83
			3153769	3,126.56	3,126.56		-3.83
			3153795	612.00	612.00		-354.52
			3155622	610.88	610.88		-2,255.85
			3155625	1,671.60	1,671.60		-6,339.63
			3155641	2,045.85	2,045.85		-1,782.30
			3157045	3,789.99	3,789.99		555.49
			3157050	209.88	209.88		90.46
			3158324	1,347.69	1,347.69		44.22
			3159138	659.29	659.29		66.14
			3159410	4,117.06	4,117.06		208.54
Total For Extension - :				397,020.00			2,088.54

NOBIL KUREI ELECTRIC COOP

Work Order Loan Information

05/05/2011 1:34... pm

Loan: AP 8

Approved Date: **Work Plan:**

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
606	Poles Change out to same height	397,020.00						
			3161735	599.80	599.80	599.80		-933.83
			3161736	517.60	517.60	517.60		-3,764.09
			3161737	243.08	243.08	243.08		-660.20
			3161740	1,661.83	1,661.83	1,661.83		-312.99
			3161741	205.20	205.20	205.20		-545.10
			3161742	205.20	205.20	205.20		-469.68
			3161743	310.60	310.60	310.60		-338.04
			3161746	747.85	747.85	747.85		-4,113.98
			3161751	642.11	642.11	642.11		-2,243.58
			3161754	1,887.88	1,887.88	1,887.88		-1,066.04
			3161756	715.27	715.27	715.27		-1,500.19
			3161770	487.65	487.65	487.65		-664.17
			3161955	639.79	639.79	639.79		-1,265.16
			3162212	1,128.01	1,128.01	1,128.01		31.56
			3162224	284.93	284.93	284.93		-343.65
			3162826	717.87	717.87	717.87		-124.47
			3162922	387.04	387.04	387.04		-774.92
			3162967	523.40	523.40	523.40		-479.17
			3163288	186.53	186.53	186.53		-491.31
			3163580	1,734.38	1,734.38	1,734.38		767.20
			3163582	1,561.91	1,561.91	1,561.91		510.09
			3163584	1,498.44	1,498.44	1,498.44		-3,360.18
			3163736	1,068.31	1,068.31	1,068.31		-3,151.16
			3163738	1,978.34	1,978.34	1,978.34		-1,554.80
			3163771	414.94	414.94	414.94		-339.56
			3163820	750.10	750.10	750.10		-326.32
			3163822	898.40	898.40	898.40		553.30
			3163825	2,027.03	2,027.03	2,027.03		945.80
			3163826	1,366.32	1,366.32	1,366.32		-2,073.69
			3165046	154.96	154.96	154.96		609.90
			3105741	94.37	94.37	94.37		00.66
			3140964	2,090.07	2,090.07	2,090.07		09.91
			3144229	509.85	509.85	509.85		11.77
			3149105	467.00	467.00	467.00		11.33

639

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
606	Poles Change out to same height	397,020.00	639	3149195A	0.00	-1,598.78		0.00
				3149616A	0.00	-668.02		0.00
				3150097	1,860.95	1,860.95		1,117.28
				3150111	1,533.03	1,533.03		1,178.74
				3150117	1,338.83	1,338.83		-161.16
				3150417	1,630.65	1,630.65		832.81
				3150486	13,360.44	13,360.44		5,070.22
				3150907	1,697.68	1,697.68		315.66
				3150910	1,434.20	1,434.20		835.38
				3150934	673.89	673.89		325.82
				3151159	966.06	966.06		696.76
			643	100362	1,911.37	1,911.37		1,198.49
				3145062A	3,110.57	3,110.57		3,110.57
				3147434	2,454.94	2,454.94		1,354.59
				3147541	667.64	667.64		292.26
				3150110	1,318.65	1,318.65		-164.65
				3150594	1,886.80	1,886.80		1,126.95
				3150913	1,619.75	1,619.75		834.19
				3151369	1,262.45	1,262.45		952.54
				3153411	876.41	876.41		503.68
				3153587	492.97	492.97		23.91
				3153696	2,708.35	2,708.35		1,606.44
				3153801	1,178.19	1,178.19		970.89
				3154235	992.19	992.19		536.44
				3154403	781.36	781.36		146.02
				3154404	1,063.45	1,063.45		723.29
				3154406	2,463.02	2,463.02		1,404.41
				3154410	1,333.54	1,333.54		30.78
				3154413	480.61	480.61		233.34
				3154887	2,031.91	2,031.91		516.44
				3154911	452.31	452.31		17.97
				99510	453.96	453.96		70.74
				99967	1,476.63	1,476.63		588.11
			646	3149105A	1,879.29	1,879.29		1,879.29

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
606	Poles Change out to same height	397,020.00	646	3152414	4,299.46	4,299.46		2,951.26
				3152614	6,205.11	6,205.11		3,834.53
				3153753	1,119.21	1,119.21		558.49
				3153775	2,064.82	2,064.82		490.46
				3154895	1,300.33	1,300.33		846.92
				3154913	1,861.29	1,861.29		1,672.32
				3154920	2,741.00	1,330.24		1,965.21
				3155090	948.09	448.19		612.41
				3156419	1,597.95	1,597.95		314.04
				3156551	537.49	537.49		1,055.12
				3157755	778.50	778.50		428.64
			649	104062	504.36	504.36		-29.90
				3147547	1,385.56	1,385.56		-141.11
				3151884	1,345.10	1,345.10		-942.79
				3153778	2,020.74	2,020.74		167.06
				3153788	3,355.52	3,355.52		983.40
				3153803	1,984.82	1,984.82		171.94
				3154372	1,499.54	1,499.54		644.30
				3154401	2,089.29	2,089.29		1,117.75
				3154415	1,161.76	1,161.76		180.94
				3154889	3,898.67	3,898.67		1,479.76
				3154891	2,488.15	2,488.15		930.17
				3154897	1,506.66	1,506.66		583.10
				3154900	1,182.06	1,182.06		48.03
				3154909	1,484.38	1,484.38		581.33
				3154914	1,509.41	1,509.41		232.13
				3154943	1,145.88	1,145.88		-1,264.19
				3155078	2,120.80	2,120.80		-198.96
				3155892	3,916.83	3,916.83		2,873.51
				3155963	3,820.01	121.71		2,088.80
				3157396	1,826.51	1,826.51		-28.28
				3158309	1,126.78	1,126.78		787.89
				3158318	1,333.78	1,333.78		787.89
				3158340	9,991.75	9,991.75		787.89

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
606	Poles Change out to same height	397,020.00	649	3158354 3158722 3158725 3158902 3160129 3160149 3160152 3160265 3160266 3160267 3160268 3160270 3160329 3160463 3160465 3160749 3161275 3161276 3161340	869.30 2,117.98 1,812.40 964.76 866.59 554.55 2,305.09 359.67 648.37 1,604.36 1,197.02 1,965.70 1,693.57 1,212.35 1,212.38 4,594.81 917.90 1,567.55 1,333.94	869.30 2,117.98 1,812.40 964.76 866.59 554.55 2,305.09 359.67 648.37 1,604.36 1,197.02 1,965.70 1,693.57 1,212.35 1,212.38 4,594.81 917.90 1,567.55 1,333.94	-706.77 644.33 347.06 512.94 156.11 -70.79 -900.33 -257.15 20.41 12.58 814.82 -1,616.26 474.45 226.49 243.66 -1,324.56 276.92 -196.11 314.67	
				Total For Extension - :	211,070.97	200,363.09	196,656.91	24,889.14
					211,070.97	200,363.09	196,656.91	24,889.14
609	Upgrade pole height to meet code	926,520.00		3153789 3158329 3158334 3158343 3161706 3161760 3161761 3161763 3162412 3163594 3164556	4,864.07 1,063.02 555.58 410.60 1,004.86 1,740.93 909.41 2,680.66 1,853.39 674.44 1,493.80	4,864.07 1,063.02 555.58 410.60 1,004.86 1,740.93 909.41 2,680.66 1,853.39 674.44 1,493.80	1,602.46 -4,147.08 -443.28 -34.28 -1,637.96 -157.33 270.01 203.56 1,167.17 880.22 674.44 1,493.80	
				Total For Loan Project - 606:	211,070.97	200,363.09	196,656.91	24,889.14

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
609	Upgrade pole height to meet code	926,520.00						
				3164681	327.26	327.26		-2,308.32
				3164828	299.75	299.75		-585.11
			152	3149876A	2,862.44	2,862.44		2,862.44
			639	3116978	1,864.15	1,864.15		858.45
				3131725	14,559.40	14,559.40		5,143.55
				3133169	6,510.23	6,510.23		2,396.40
				3143274	1,477.38	1,477.38		839.02
				3144202	1,592.22	1,592.22		575.21
				3147526	10,767.80	10,767.80		2,395.68
				3148465	2,775.07	2,774.07		-2,279.48
				3148894	1,384.75	1,384.75		476.82
				3149876	673.84	673.84		192.82
				3150046	1,681.50	1,681.50		253.33
				3150100	1,757.81	1,757.81		359.00
				3151814	977.58	977.58		1,074.46
				87685	947.35	947.35		336.43
				87697	1,189.10	1,189.10		212.87
			643	3142454	2,361.24	2,361.24		1,170.72
				3142497	1,768.31	1,768.31		1,301.45
				3149373	1,783.46	1,783.46		595.63
				3150423	1,882.32	1,882.32		414.05
				3150595	1,141.68	1,141.68		246.59
				3150901	1,882.24	1,882.24		1,419.87
				3151810	3,844.40	3,844.40		2,180.18
				3153079	1,385.18	1,385.18		793.96
				3153115	5,019.33	5,019.33		1,668.54
				3153703	1,821.02	1,821.02		269.52
				3154236	1,195.03	1,195.03		695.35
				3154888	2,128.85	2,128.85		1,250.61
			646	3150444	4,005.10	4,005.10		1,744.49
				3150563	4,670.37	322.33		298.39
				3153760	1,145.45	1,145.45		1,766.88
				3155002	2,258.77	2,258.77		644.55
				3155009	2,765.53	2,765.53		1,074.46

05/05/2011 1:34 pm

Page: 29

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
609	Upgrade pole height to meet code	926,520.00	646	3155654	520.64	520.64	-145.44	
				3155876	3,355.48	3,355.48	1,491.09	
				3156423	1,425.23	1,425.23	409.83	
				3157039	1,393.44	1,393.44	-228.48	
				3157270	1,982.35	1,982.35	450.64	
				3157794	936.60	936.60	-283.49	
				88461	1,458.23	1,458.23	561.62	
			649	3140937	5,617.23	5,617.23	2,902.54	
				3141152	819.97	819.97	578.88	
				3142485	2,535.02	2,535.02	-1,508.42	
				3144038	1,936.40	1,936.40	227.64	
				3147545	2,122.63	2,122.63	-1,472.47	
				3147549	1,506.83	1,506.83	867.87	
				3148137	1,856.80	1,856.80	-1,475.13	
				3151812	1,326.68	1,326.68	296.90	
				3154238	3,761.73	3,761.73	-138.47	
				3154400	1,079.72	1,079.72	71.16	
				3154893	3,236.22	3,236.22	553.52	
				3156611	1,309.81	1,309.81	-2,372.44	
				3157368	5,349.60	5,349.60	20.36	
				3158048	2,151.96	2,151.96	862.32	
				3158306	1,109.51	1,109.51	240.21	
				3158338	1,612.06	1,612.06	445.57	
				3158349	3,331.50	3,331.50	878.31	
				3158442	1,467.38	1,467.38	541.51	
				3158715	1,593.88	1,593.88	-223.83	
				3158802	2,591.98	2,591.98	181.72	
				3158909	2,596.79	2,596.79	-596.92	
				3159388	3,214.19	3,214.19	44.39	
				3160154	2,485.92	2,485.92	-1,015.24	
				3160946	2,302.22	2,302.22	73.39	
				3160994	1,281.92	1,281.92	-3,384.66	
				3161641	1,254.83	1,254.83	70.33	
				808221	222.20	222.20	208.99	

05/05/2011 1:34:22 pm

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
Total For Extension - :		926,520.00			180,703.62	176,354.58	750,165.42	23,782.38
Total For Loan Project - 609:		926,520.00			180,703.62	176,354.58	750,165.42	23,782.38
610.1	Ditto Lane-Hwy 313	169,702.00		2011003				
Total For Extension - :		169,702.00			30,367.76	30,367.76	139,334.24	-6,750.02
Total For Loan Project - 610.1:		169,702.00			30,367.76	30,367.76	139,334.24	-6,750.02
610.2	Rineyville road relocation	306,191.00						
Total For Extension - :		306,191.00			0.00	0.00	306,191.00	0.00
Total For Loan Project - 610.2:		306,191.00			0.00	0.00	306,191.00	0.00
610.3	Rineyville Road Extension	112,807.00						
Total For Extension - :		112,807.00			0.00	0.00	112,807.00	0.00
Total For Loan Project - 610.3:		112,807.00			0.00	0.00	112,807.00	0.00
611.1	Centennial Avenue	273,960.00						
Total For Extension - :		273,960.00			0.00	0.00	273,960.00	0.00
Total For Loan Project - 611.1:		273,960.00			0.00	0.00	273,960.00	0.00
611.2	Lee School Road	83,728.00						
Total For Extension - :		83,728.00			0.00	0.00	83,728.00	0.00
Total For Loan Project - 611.2:		83,728.00			0.00	0.00	83,728.00	0.00
611.3	DC-Hodgenville	272,208.00						
Total For Extension - :		272,208.00			0.00	0.00	272,208.00	0.00
Total For Loan Project - 611.3:		272,208.00			0.00	0.00	272,208.00	0.00
615	Communications	0.00						
Total For Extension - :		0.00			0.00	0.00	0.00	0.00
Total For Loan Project - 615:		0.00			0.00	0.00	0.00	0.00
701	Security Lights	607,068.00						
Total For Extension - :		607,068.00			999.23	999.23	999.23	-1,000.28
Total For Loan Project - 615:		607,068.00			999.23	999.23	999.23	-1,000.28

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05/05/2011 1:34:00 pm

Page: 31

Work Order Loan Information

Loan: AP 8

Work Plan:

Approved Date:

Status: Inactive

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
701	Security Lights	607,068.00		3161534	1,246.99	1,246.99		309.85
				3162078	134.32	134.32		-155.12
				3162499	259.48	259.48		-395.20
				3162605	373.94	373.94		30.55
				3163106	73.27	73.27		-150.07
				3163157	104.63	104.63		-326.45
				3163158	32,192.88	32,192.88		-26,771.61
				3163575	218.26	218.26		-325.19
				3164316	149.21	149.21		-423.12
		152		3154686	600.51	600.51		-438.81
		639		3148061	3,377.93	3,377.93		864.45
				3148859	861.13	861.13		369.95
				3148945	890.66	890.66		416.08
				3149140	1,232.83	1,232.83		669.65
				3149387	669.35	669.35		396.50
				3149539	868.66	868.66		494.46
				3149721	291.30	291.30		131.76
				3149731	905.76	905.76		303.81
				3149823	332.52	332.52		129.68
				3150365	332.52	332.52		134.93
				3150512	216.69	216.69		39.83
				3150587	538.77	538.77		6.52
				3150592	403.84	403.84		226.98
				3150641	758.22	758.22		1,266.46
				3150831	511.24	511.24		-20.09
				3150974	314.79	314.79		137.93
				3151633	511.30	511.30		334.44
		643		3150632	384.60	384.60		207.74
				3151673	501.17	501.17		32.41
				3152107	630.98	630.98		133.32
				3152271	451.52	451.52		94.06
				3152374	292.36	292.36		33.83
				3153041	497.07	497.07		338.61
				3153080	929.51	929.51		30.00

05/05/2011 1:34... pm

Work Order
Loan Information

Loan: AP 8
Approved Date:
Status: Inactive
Work Plan:

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
701	Security Lights	607,068.00	643	3153140	751.47	751.47		279.42
			646	3153866	904.41	904.41		382.57
				3145221	209.63	0.00		372.94
				3152341	401.71	401.71		243.97
				3154679	1,066.09	1,066.09		-680.07
				3155015	824.94	606.68		243.52
				3155060	442.11	442.11		280.41
				3155297	314.42	314.42		142.49
				3155635	313.60	313.60		150.47
				3155678	718.91	718.91		248.89
				3155781	387.25	387.25		228.08
				3155849	387.25	387.25		228.08
				3155870	669.53	669.53		201.81
				3156133	374.29	374.29		212.07
				3156428	339.64	339.64		177.42
				3156602	303.67	303.67		140.53
				3157215	705.76	705.76		200.54
				3157342	519.26	519.26		356.12
				3157821	335.32	335.32		172.18
			649	3156608	6,450.00	6,450.00		-3,754.06
				3157677	753.53	753.53		-103.36
				3157690	771.55	771.55		164.55
				3157817	334.95	334.95		155.53
				3157986	6,239.28	6,239.28		-1,125.94
				3158529	753.53	753.53		-150.62
				3158752	893.51	893.51		92.62
				3160471	723.97	723.97		405.65
				3160521	551.63	551.63		-296.06
	Total For Extension - :	607,068.00		80,841.24	80,841.24	80,413.35	526,654.65	-22,999.97
	Total For Loan Project - 701:	607,068.00		80,841.24	80,413.35	80,413.35	526,654.65	-22,999.97
704	Load Management	0.00				0.00		0.00
	Total For Extension - :	0.00		0.00	0.00	0.00	0.00	0.00

Work Order Loan Information

Loan: AP 8

Approved Date:

Status: Inactive

Work Plan:

Loan Project	Description	Loan Amount	Inventory	Work Order/SE Invoice	Work Order Costs	Amt Subject To RUS Adv	Loan Amount Remaining	WO Difference From Estimate
		0.00			0.00	0.00	0.00	0.00
		12,916,337.00			1,781,636.56	1,644,818.49	11,271,518.51	-1,001,581.75
		12,916,337.00			1,781,636.56	1,644,818.49	11,271,518.51	-1,001,581.75

Total For Loan Project - 704:

Total For Loan - AP 8:

Grand Totals:

Work Order Loan Information

PARAMETERS ENTERED:

Loan : AP 8
 Loan Project: All
 Work Plan: AP 8
 Work Order: All
 Inventory: All
 Status: All
 Closed Date:
 Capitalized Date:
 Transaction Date: 12/01/2010 To 05/05/2011
 Totals Only: No
 Special Equipment: Capitalized

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 4:

4. *Refer to paragraph 10 of the application. Following the Summary of Assumed Fixed Annual Charge Rates, it states that, “[t]he data contained in this section details the assumptions which were taken from the Electric System Transmission & Distribution Planning Study submitted to the Utilities Commission City of New Smyrna Beach.” State the relevance of the New Smyrna Beach system to Nolin’s system.*

Answer:

It was never Nolin’s intent to compare electric distribution systems or locality with the City of New Smyrna Beach. Nolin’s intent was use published data from an actual study rather than commissioning our own study.

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 5:

5. *In the Executive Summary of the CWP, page 4, Nolin states that, “[t]he 2013 projected number of consumers and total peak system load were interpolated directly from the cooperative’s 2010 Power Requirements Study (PRS) as approved by RUS,” and, “[a]ll of the proposed construction and recommendations herein, relative to power supply and delivery, were discussed and approved by the cooperative’s power supplier, East Kentucky Power Cooperative (EKPC).” Refer also to EKPC’s response to item 3 of Commission Staff’s Initial Information Request in Case No. 2010-00238. In its response to item 3 of Commission Staff’s data request, EKPC states that:*

The EKPC aggregated preliminary load forecast was presented to the Board in July. EKPC’s load forecast is made up of each of the sixteen member system’s individual load forecasts. Each of those systems must review and obtain approval from its respective Board of Directors. Those approvals took a few months to complete. Due to the significance of the results of this load forecast, i.e. the J.K. Smith 1 decision, EKPC went back to its Board again in October, and made another presentation reviewing the load forecast. The member systems were asked to revisit the 2011 energy projections, considering the actual sales for January through August 2010. Projections of customers and peak demands were also presented. Each member system was asked to discuss with key staff and indicate if any changes needed to be made. Each member system did respond and no changes were required. The load forecast was then approved by the EKPC Board of Directors in November 2010.

- a. *Discuss in detail Nolin’s participation in the review of EKPC’s 2010 load forecast, as stated by EKPC in its response to item 3 of Commission Staff’s Initial Data Request in Case No. 2010-00238?*

Answer:

On October 11, 2010, Sally Witt with EKPC and Mickey Miller with Nolin discussed via phone and e-mail whether changes were necessary to the EKPC 2011 Load Forecast. Tony Campbell, CEO of EKPC, then asked Mr. Miller to review Nolin’s 2011 forecast for sales and winter peak, respectively. Ms. Witt then requested we let her know if Nolin believed the current forecast should be adjusted. Nolin responded

back to Ms. Witt later that day, after reviewing the Load Forecast number, to let her know no changes were needed.

- b. *Identify Nolin's 2012-2013 winter peak load or corresponding winter peak as set forth in EKPC's 2010 load forecast.*

Answer:

See attached "Exhibit D".

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

Nolin RECC - 2010 Load Forecast
Peaks Summary

Season	Winter			Summer			Year	Annual Degree Days Normal=5,438	Purchased Power (MWh)	Load Factor (%)
	Minimum Temperature Normal=0	Noncoincident Peak Demand (MW)	Year	Maximum Temperature Normal=98	Noncoincident Peak Demand (MW)	Year				
1989 - 90	8	113.5	1990	99	90.6	1990	5,085	397,119	39.9%	
1990 - 91	-15	99.4	1991	100	91.2	1991	5,868	439,385	50.5%	
1991 - 92	7	107.8	1992	94	92.6	1992	5,220	437,885	46.2%	
1992 - 93	5	116.0	1993	97	102.1	1993	6,045	482,189	47.5%	
1993 - 94	2	136.8	1994	98	100.5	1994	5,591	483,574	40.4%	
1994 - 95	-22	121.4	1995	96	107.8	1995	5,851	522,814	49.2%	
1995 - 96	5	142.0	1996	94	115.0	1996	6,104	551,432	44.2%	
1996 - 97	-5	137.6	1997	98	116.8	1997	5,649	565,056	46.9%	
1997 - 98	1	133.0	1998	97	118.6	1998	5,198	586,822	50.4%	
1998 - 99	15	138.3	1999	102	130.6	1999	5,429	600,830	49.6%	
1999 - 00	4	141.2	2000	100	128.1	2000	5,717	626,359	50.5%	
2000 - 01	6	158.1	2001	96	131.7	2001	5,452	632,975	45.7%	
2001 - 02	3	148.7	2002	101	142.7	2002	5,963	699,684	53.7%	
2002 - 03	13	174.7	2003	107	137.9	2003	5,521	711,540	46.5%	
2003 - 04	2	175.1	2004	93	137.0	2004	5,436	723,018	47.0%	
2004 - 05	-1	172.5	2005	100	152.2	2005	5,868	764,770	50.6%	
2005 - 06	2	168.1	2006	99	163.4	2006	5,152	775,501	52.7%	
2006 - 07	9	194.2	2007	105	168.7	2007	5,973	830,039	48.8%	
2007 - 08	5	201.2	2008	97	149.7	2008	5,986	796,706	45.1%	
2008 - 09	7	219.9	2009	92	149.5	2009	5,453	725,585	37.7%	
2009 - 10	-1	192.8	2010	98	153.3	2010	5,438	749,475	44.4%	
2010 - 11	0	200.1	2011	98	156.0	2011	5,438	760,781	43.4%	
2011 - 12	0	204.3	2012	98	159.8	2012	5,438	781,597	43.6%	
2012 - 13	0	209.5	2013	98	164.2	2013	5,438	799,786	43.6%	
2013 - 14	0	214.9	2014	98	168.8	2014	5,438	822,075	43.7%	
2014 - 15	0	220.1	2015	98	173.2	2015	5,438	843,144	43.7%	
2015 - 16	0	224.7	2016	98	177.3	2016	5,438	865,266	43.8%	
2016 - 17	0	230.5	2017	98	182.3	2017	5,438	886,635	43.9%	
2017 - 18	0	237.6	2018	98	188.5	2018	5,438	917,597	44.1%	
2018 - 19	0	243.3	2019	98	193.4	2019	5,438	941,558	44.2%	
2019 - 20	0	248.2	2020	98	197.6	2020	5,438	964,328	44.2%	
2020 - 21	0	254.4	2021	98	202.8	2021	5,438	986,577	44.3%	
2021 - 22	0	259.7	2022	98	207.4	2022	5,438	1,008,844	44.4%	
2022 - 23	0	265.5	2023	98	212.4	2023	5,438	1,033,085	44.4%	
2023 - 24	0	270.5	2024	98	216.8	2024	5,438	1,057,342	44.5%	
2024 - 25	0	276.7	2025	98	222.2	2025	5,438	1,080,176	44.6%	
2025 - 26	0	283.0	2026	98	227.6	2026	5,438	1,106,425	44.6%	
2026 - 27	0	289.5	2027	98	233.1	2027	5,438	1,133,064	44.7%	
2027 - 28	0	294.4	2028	98	237.5	2028	5,438	1,157,473	44.9%	
2028 - 29	0	301.1	2029	98	243.3	2029	5,438	1,182,221	44.8%	
2029 - 30	0	307.8	2030	98	248.9	2030	5,438	1,209,998	44.9%	

Nolin RECC											
Peak Day Weather Scenarios											
Winter Peak Day Minimum Temperatures						Summer Peak Day Maximum Temperatures					
Mild		Normal		Extreme		Normal		Extreme			
Degrees	10	0	-8	-14	-23	98	100	102	104		
Probability	99%	50%	20%	10%	3%	50%	20%	10%	3%		
Occurs Once Every	2 Years	5 Years	10 Years	30 Years		2 Years	5 Years	10 Years	30 Years		
Noncoincident Winter Peak Demand - MW											
Season	Mild	Normal	Extreme			Normal	Extreme				
2010 - 11	189	200	209	216	226	153	158	162	167		
2011 - 12	193	204	213	220	230	156	161	165	170		
2012 - 13	198	210	219	226	236	160	165	169	174		
2013 - 14	203	215	224	231	242	164	169	174	179		
2014 - 15	208	220	230	237	247	169	174	179	184		
2015 - 16	213	225	234	242	253	173	178	183	188		
2016 - 17	218	230	240	248	259	177	182	187	193		
2017 - 18	225	238	248	255	266	182	187	193	198		
2018 - 19	231	243	254	261	273	188	194	199	204		
2019 - 20	235	248	259	266	278	193	199	204	209		
2020 - 21	241	254	265	273	285	198	203	208	214		
2021 - 22	246	260	270	278	291	203	208	214	219		
2022 - 23	252	265	276	285	297	207	213	219	224		
2023 - 24	257	270	282	290	302	212	218	224	230		
2024 - 25	263	277	288	296	309	217	223	228	234		
2025 - 26	269	283	294	303	316	222	228	234	240		
2026 - 27	275	289	301	310	323	228	234	240	246		
2027 - 28	280	294	306	315	328	233	239	245	251		
2028 - 29	286	301	313	322	336	237	244	250	256		
2029 - 30	293	308	320	329	343	243	249	256	262		

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 6:

6. Refer to the “Summary of Proposed 3 Year Construction with Cost” table on page 7 of the CWP, which shows that Nolin intends to purchase 2,250 new AMR meters and 321 new three-phase AMR meters.
- a. State whether Nolin intends to purchase 2,250 AMR meters or 2,106 AMR meters.

Answer:

Nolin intends to purchase 2,250 AMR Meters.

- b. Is the need for the new meters based on new customer growth?

Answer:

Yes.

- c. Provide a full description of the AMR meters, including specifications and capabilities.

Answer:

See attached “Exhibit E” for Single Phase meter description and attached “Exhibit F” for Three Phase meter description.

- d. Do these meters reflect the most current meter technology available on the market? If not, explain why Nolin has chosen these particular meters.

Answer:

Yes.

- e. *State whether the proposed new meters are compatible with Nolin's current meters and, if they are not compatible with Nolin's existing AMR meters, explain in detail.*

Answer:

Yes, they are compatible with our existing meters.

- f. *Are the installed AMR meters capable of functioning as AMI meters? Explain in detail.*

Answer:

Yes, with the understanding that Nolin defines AMR Technology as "one-way" or downstream data reporting and AMI Technology is "two-way" both downstream (data/information/commands) and upstream (reporting/validation). According to this definition, all Landis & Gyr TS-2 hardware currently installed at Nolin substations is AMI. If the PSC's definition of Ami includes "hourly" data, then any SPU-2000 collector would need to be upgraded to the SPU-3000 collectors that support hourly data reporting. In addition, some of the TS-2 endpoints will need to be re-flashed with new firmware to enable hourly data being reported to the SPU-3000 collectors.

- g. *If the AMR meters are not capable of functioning as AMI meters, what hardware or network upgrades would be necessary in order for all of Nolin's AMR meters to function as AMI meters?*

Answer:

Refer to Response 6(f).

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

FOCUS AX Advanced Function

Product Specification Sheet

(Optional AX-SD Service Disconnect)

Supplier of choice

Landis+Gyr's objective is to be the supplier of choice for solid-state, residential and AMR metering solutions. We offer the FOCUS™ family of metering products to provide the utility industry with a reliable, economical, quality, solid-state meter and platform for AMR.

Cutting edge technology

A single circuit board design, mounted at the front of the meter, allows room for modular AMR communications or a KYZ option output board. Fewer parts and connectors throughout the board design increase reliability and contribute to better overall endpoint performance. Highly accurate load performance and the use of a field-proven Digital Multiplication Measurement Technique ensure reliability and dependability during the entire life of the FOCUS meter.

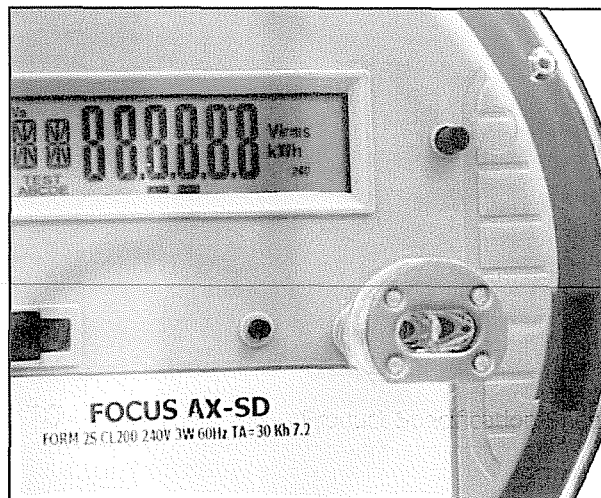
With the Service Disconnect factory available option, there is a 200A relay integrated within the meter base. The combination of the FOCUS Service Disconnect base module and powerful AX register provides a flexible system that supports a variety of connect/disconnect and service-limiting applications.

Flexibility

Meter reconfiguration can be accomplished optically through the configuration port located on the front cover.

- Select from displayable positive, negative, net and added (security) metrics
- Change the displayed information, order or digits
- Configure a CT/PT meter multiplier to obtain a direct reading
- Preset or reset kWh
- Adjust calibration

Centered on your metering needs, with an emphasis on customer satisfaction, we are committed to providing the best metering solution in terms of capability, technology and affordability. By uniting our experience and technology with that of our strategic allies and development partners, we provide metering solutions that cover the range of utilities' residential metering needs.



Solution highlights:

- Digital Multiplication Measurement Technique
- Non-volatile memory
- Designed for a 20+ year life
- Meets or exceeds industry and ANSI standards
- Uses ANSI protocol (between meter and AMR device)
- 6 digit LCD and 3 Alpha ID

FOCUS Advanced Function

Product Specification Sheet

Product Specifications

General Specifications

Active Energy kWh/kW/TOU meter
Digital Multiplication Measurement Technique
Non-Volatile Memory
Designed for 20+ years life
Meets ANSI standards for performance

Utilizes ANSI C12.19 protocol (between meter and AMR device)
9-Digit LCD
Display scroll sequence programmable (factory or end user)
Type 2 ANSI C12.18 optical port

Operating Temperature

-40°C to +85°C under cover

Nominal Voltage

120V & 240V

Operating Voltage

80% to 115% of Vn

Frequency

60Hz +/- 5%

Humidity

5% to 95% relative humidity (non condensing)

Power Consumption

Digital Power Indicator, DPI

Burden

< 1.9W Max

Starting Load

Class 200	0.050 Amp	Class 320	0.050 Amp
Class 100	0.025 Amp	Class 480	0.120 Amp
Class 20	0.005 Amp		

Starting Watts (Form 2S)

12W

Load Performance Accuracy

0.2

Available Forms FOCUS AX Advanced Function

Self-Contained 1S, 2S, 2SE, 12S, 25S
Transformer Rated 3S, 4S
K-Base 2K

Available Forms FOCUS AX-SD Advanced Function Service Disconnect

Self-Contained 1S, 2S, 12S

Display Options

Energy Metrics: +kWh, -kWh, NetkWh, and added kWh (Security)
Metric Display Format – 4x1, 4x10, 5x1, or 6x1

AMR Platform

Modular or Integrated

Selectable Meter Multiplier

Up to 240 (1200:5 CT)

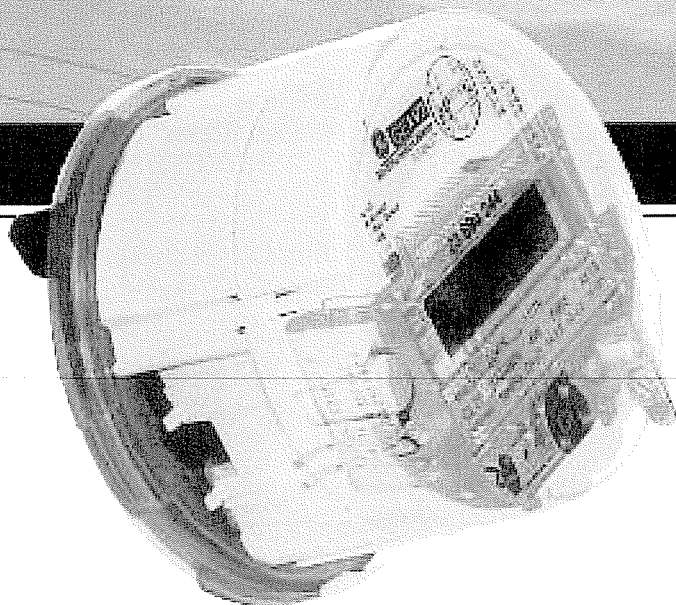
Applicable Standards

ANSI C.12.1 - 2001 for electricity metering
ANSI C.12.10 - 1987 for watt-hour meters
ANSI C.12.20 - 1998 for solid-state electricity meters
ANSI C.12.19 - 1997 American National Standard, Utility Industry End Device Data Tables

AMI + PLC
Solutions Technology

Landis
+Gyr
manage energy better

TS1/TS2 GE kV2c Endpoint



Commercial and Industrial Usage Monitoring with General Electric

The TS1 and TS2 GE polyphase endpoints are direct register read solutions delivering the accuracy and readability necessary for complex commercial and industrial metering applications. Combining the communication capabilities of Landis+Gyr's PLC modules with the powerful functionality of GE's kV2c/kV2c+ meters, the endpoints deliver energy including phasor and apparent VA and peak demand. For engineering/load profile studies, the TS2 kV2c endpoint delivers hourly energy and reactive data, including instantaneous kW, pF and voltage. Engineers use the power quality reports available in Command Center to display trends using interruption data delivered by the E-Switch.

Both the TS1 and TS2 endpoints are easy to configure, reprogram and they offer 15-minute demand intervals and the T-switch for establishing up to 4 TOU rates. The TS2 endpoint maintains time in the meter for billing accuracy and allows a user to manage TOU schedules remotely. Landis+Gyr has created a huge cost-savings and given you piece of mind by eliminating the need for a battery in the meter.

The TS1 and TS2 endpoints offer flash memory for firmware upgrades and many other features that make them the right choice for utilities that want fully automated and scalable systems for monitoring their critical accounts.

KEY BENEFITS

- Direct register reads for managing critical peaks, meter error alerts and diagnostics
- Allows collection of all meter diagnostics without using up the daily packet
- Access to over 200 meter data registers
- Power quality reporting to IEEE outage standards
- Expanded daily packets allows delivered, received, security and/or net values for billing accuracy (TS2)
- Remotely institute Real Time Pricing and TOU Overrides (TS2)

TS1/TS2 GE kV2c Endpoint

Product Specifications

Product Part Number	TS1: FASY-0633-0001/2/3 TS2: FASY-0538-0001
Size	4.6" H x 4.2" W x 1.2" D
Weight	0.18 pounds, typical
Operating Temperature	-40° to +85°C (under Meter Glass)
Operating Voltage	120/240 +/- 20% (277 +/- 10%) @ 60 +/- 5% Hz
Power Consumption	TS1 120v: 2.9 watts / 65.9 VA typical TS1 240v: 1.1 watts / 69.3 VA typical TS2 120v: 2.6 watts / 40.2 VA typical TS2 240v: 1.6 watts / 54.8 VA typical
Setup Method	Laptop, handheld PC or remote for TS2

Compatibility

Meter Type	Voltage
2S	240 (3 wire Wye)
3S	120, 240 (3 wire Wye)
4S	240 (3 wire Wye)
9S	208, 277/480 (4 wire Wye); 240, 277/480 (4 wire Delta)
12S	120 LN/208 LL, 240 Network (3 wire)
12S	480 (TS1 - using 2:1 transformer in base)
16S	120/208 (4 wire Wye); 277/480 (4 wire Wye)
16S	120 LN/240 LL (4 wire Delta)
36S	240 (4 wire Delta)
45S	120, 240 (4 wire Delta)
45S	277/480 (4 wire Delta)

Standards Compliance

Standard	Description
ANSI/IPC-A-610	Acceptability of Electronic Assemblies
FCC CFR Title 47 (Part 15, subpart B)	Radiated and Conducted Emissions
IEC 61000-4-2, IEEE C62.38-1994	Electrostatic Discharge
IEC 61000-4-3	Radiated and EMF Field Immunity
IEC 61000-4-4	Electrical Fast Transient
IEC 61000-4-5	Surge (combination wave)
IEC 61000-4-8	Power Frequency Magnetic Field
IEC 61000-4-9	Pulsed Magnetic Field
IEC 61000-4-11	Voltage Dips and Interrupts
IEC 61000-4-12	Surge (100 kHz Ring Wave)
ANSI C12.1-2001	Code for Electricity Metering

6436 County Road 11 • Pequot Lakes, MN 56472

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 7:

7. Refer to Section 704 of the CWP and Nolin's response to Staff's First Data Request, item 2a, in which Nolin states that it does not intend to include the "Load Management/SCADA-Self Healing Project" in the CWP that is the subject of this case.
- a. Explain in detail why the Load Management/SCADA – Self Healing Project ("SCADA project") was included in the CWP if Nolin does not intend for it to be a part of the CWP that the Commission is examining in this case.

Answer:

It was not Nolin's intent to include the "SCADA Project" in the CWP.

- b. Explain the work process undertaken by Nolin in preparing Section 704.

Answer:

Originally, CFR 704 it was part of a Department of Energy ("DOE") funds matching grant, but the decision was made not to accept the grant money. Therefore, the project was canceled but inadvertently left in the application.

- c. Provide the current status of the SCADA project.

Answer:

The distribution automation "Self-Healing Project" has been canceled.

- d. *Explain in detail whether Nolin intends to file an application with the Commission for approval of a CWP that includes the SCADA project prior to undertaking any construction associated with that project.*

Answer:

No, no work will be done relating to this project.

- e. *Explain in detail whether the SCADA project is necessary in order to maintain reliability on Nolin's system and, if so, how soon Nolin would need to complete the SCADA project in order to ensure that reliability is not adversely impacted.*

Answer:

No, Nolin system reliability will not be adversely impacted by the cancelation of CFR 704, distribution automation "Self-Healing Project".

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 8:

8. *Refer to the letter filed by Nolin in this matter on April 7, 2011, in which Nolin states that it was awarded a \$3 million grant from the U.S. Department of Energy (“DOE”) which it did not accept, and that was also awarded a grant from the Kentucky Department for Energy Development and Independence (“DEDI”) which Nolin does plan to use.*
- a. *Provide a copy of the DEDI grant application and all related correspondence.*

Answer:

See attached “Exhibit G”.

- b. *What was the amount of the grant awarded to Nolin by DEDI?*

Answer:

Nolin received notice from DEDI through correspondence dated April 6, 2010 of the awarded amount of \$85,000. Then, on August 9, 2010 in a face-to-face meeting with Greg Harrington, a Nolin employee, Mechonda O’Brien, a Nolin employee, Roger Wilson, Wilson Consulting, and DEDI employees Tammi Hudson, Zach Padgett, Glenda Cole and Amanda Cook, Nolin was advised we had been awarded an additional \$15,000, making the total grant awarded from DEDI \$100,000.

- c. *Has Nolin received all or part of the grant amount from DEDI? If yes, provide the current status of the funds received by Nolin from DEDI.*

Answer:

To date, \$4,500 has been requested from the grant.

- d. *Describe in detail what project(s) the DOE grant application was intended to fund.*

Answer:

A project utilizing self-healing and self-isolation distribution automation technologies to create a seamless development of market available hardware and software that will interface with Nolin's existing Advanced Control System ("ACS") SCADA system. The evaluation and construction of a fiber communication link between distribution automation equipment will place high priority integration with existing links and flexibility with other distribution automation equipment.

- e. *Provide a copy of the DOE grant application and all related correspondence?*

Answer:

The National Rural Electric Cooperative Association ("NRECA") and The Cooperative Research Network ("CRN") submitted the grant application to DOE on Nolin's behalf. See attached "Exhibit H" for the participation agreement between Nolin and NRECA/CRN.

- f. *Explain in detail the reasons why Nolin decided to reject the DOE grant.*

Answer:

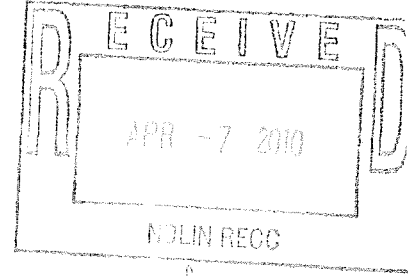
The reason Nolin rejected the DOE grant was because the cost outweighed the benefits. The stimulus grant required hiring of additional personnel and NRECA/CRN, who submitted the grant request on Nolin's behalf, required 20% of the total award amount as a commission.

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

STEVEN L. BESHEAR
GOVERNOR



ENERGY AND ENVIRONMENT CABINET
OFFICE OF THE SECRETARY
500 MERO STREET
12TH FLOOR, CAPITAL PLAZA TOWER
FRANKFORT, KY 40601
TELEPHONE: 502-564-3350
FACSIMILE: 502-564-3354



April 6, 2010

Michael Miller
Nolin Rural Electric Cooperative
411 Ring Road
Elizabethtown, KY42701-6767

Dear Mr. Miller, *Nickay*

The Department for Energy Development and Independence (DEDI) has completed its' review and scoring of proposals submitted under solicitation number RFP 127 100000200, "Utility Smart Grid Initiative". Nolin Rural Electric Cooperative's proposal has been selected for funding in the amount of \$85,000. This department will develop a contract for funding the project and forward it to you for signature in the near future.

Your contact within DEDI for the project will be Mr. Steve Dale. He can be reached by phone at (502) 564-7192, or email, Steve.Dale@ky.gov. We look forward to working with you on this important project.

Yours truly,

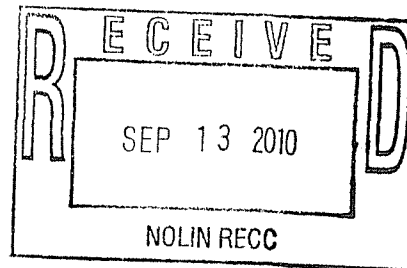
Robert A. Amato, P.E.
Director, Division of Energy Generation Transmission and Distribution
Department for Energy Development and Independence
Energy and Environment Cabinet

cc: Steve Dale



ENERGY AND ENVIRONMENT CABINET
OFFICE OF THE SECRETARY
500 MERO STREET
12TH FLOOR, CAPITAL PLAZA TOWER
FRANKFORT, KY 40601
TELEPHONE: 502-564-3350
FACSIMILE: 502-564-3354
www.eec.ky.gov

September 7, 2010



file
c: GH

Nolin RECC
Attn: Michael Miller
411 Ring Road
Elizabethtown, KY 42701

RE: Personal Service Contract No. 1000001895

Mr. Miller:

Enclosed is a copy of the fully executed Personal Service Contract No. 1000001895 between Nolin RECC, and the Energy and Environment Cabinet, Department for Energy Development and Independence.

If you have any questions, please contact Donna Jones, Department for Energy Development and Independence, 502-564-7192.

Sincerely,

Beth Goodlett, Administrative Branch Manager
Division of Fiscal Management

BG/am

Enclosures
Cc: Donna Jones





Commonwealth of Kentucky

CONTRACT

COPY

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY	
Doc ID No: PON2 127 1000001895 1	Procurement Folder:
Procurement Type:	
Administered By:	Cited Authority:
Telephone:	Issued By:
Doc Description: SMART	
Doc ID No: PON2 127 1000001895 1	Procurement Folder: 1680203
Procurement Type: Grant	
Administered By: Donna Norton	Cited Authority: KRS224.10-100(29)
Telephone: 502-564-7192	Issued By: Donna Norton

C O N T R A C T O R	NOLIN RECC
	411 RING RD
	ELIZABETHTOWN KY 42701
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Utility Smart Grid Initiative		0.00		0.00000	85,000.00	85,000.00

Extended Description

Project Begin Date: 07-12-2010
Project End Date: 04-30-2012

This grant provides funding to Nolin Rural Electric Cooperative Corporation to plan and deploy Advanced Meter Infrastructure in its system by installing the Communications equipment from its substations to its/AE customers premises and installing smart meters, all in accordance with Nolin Rural Electric Cooperative Corporation's formal response to the solicitation No. RFP# 127 1000000200 û Utility Smart Grid Initiative.

B I L L T O	Energy and Enviroment Cabinet	S H I P T O	Energy and Enviroment Cabinet
	Dept for Energy Development and Independence		Dept for Energy Development and Independence
	12th FL 500 MERO STREET		12th FL 500 MERO STREET
	CAPITAL PLAZA TOWER, 12TH FLOOR		CAPITAL PLAZA TOWER, 12TH FLOOR
	FRANKFORT KY 40601		FRANKFORT KY 40601
	US		US

Total Order Amount: 85,000.00

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 2 of 49
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PERSONAL SERVICE CONTRACT FOR
SMART GRID – NOLIN RURAL ELECTRIC COOPERATIVE
CORPORATION

BETWEEN

THE COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET

AND

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, Energy and Environment Cabinet (“the Commonwealth”) and Nolin Rural Electric Cooperative Corporation (“the Contractor”) to establish a Contract for the Smart Grid – Nolin Rural Electric Cooperative Corporation Program. This PSC is effective July 12, 2010 and expires April 30, 2012.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

The Scope of the Contract and the parties’ obligations therein are set forth in Appendix A to this PSC.

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 3 of 49
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II. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments thereto; including Personal Service Contract Clauses;
4. Any Best and Final Offer;
5. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
6. The Contractor's proposal in response to the Solicitation.

In the event of any conflict or inconsistency between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

Not Applicable.

IV. Pricing

The Contract amount and applicable Budget information is set forth in Appendix

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 4 of 49
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B to this PSC.

V. Personal Service Contract Standard Terms and Conditions

PSC Standard Terms and Conditions

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This agreement is not effective until the Secretary of the Finance and

	Document Phase	Document Description	Page 5
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	of 49

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Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”).

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 6 of 49
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payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 7 of 49
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termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and

	Document Phase	Document Description	Page 8
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	of 49

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except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

- Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.
- Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
- Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Purchasing and specifications:

	Document Phase	Document Description	Page 9
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	of 49

COPY

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	10 of 49

COPY

KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Certification:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	11 of 49

COPY

pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	12 of 49

COPY

in writing and shall be addressed to:

Jonathan Miller, Secretary

Commonwealth of Kentucky

Finance and Administration Cabinet

Room 383, New Capitol Annex

702 Capitol Avenue

Frankfort, KY 40601

Phone #: (502) 564-4240

Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (check one)

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	13 of 49

COPY

✓ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 14 of 49
------------	--------------------------------	-------------------------------------------------------------------------------------------	-------------------------

COPY

date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Discrimination:

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	15 of 49

COPY

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 16 of 49
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COPY

non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 17 of 49
------------	-------------------------	---------------------------------------------------------------------------------------	------------------

COPY

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	18 of 49

COPY

amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

In addition to the Standard Terms and Conditions for PSC's set forth above, the following additional Standard Terms and Conditions apply since ARRA funds are being applied.

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 19 of 49
------------	-------------------------	---------------------------------------------------------------------------------------	------------------

COPY

For the purposes of applying these terms and conditions, the following definitions apply:

I. A “prime recipient” is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.

II. A “subrecipient” is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.

III. A “vendor” is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.

The vendor or subrecipient specifically agrees to comply with each of the terms

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	20 of 49

COPY

and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the Commonwealth of Kentucky.

Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT (IF APPLICABLE)

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	21 of 49

COPY

in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	22 of 49

COPY

requirements governing the use of ARRA funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

JOB POSTING REQUIREMENTS

Vendors/subrecipients who receive ARRA funded contracts are required to post jobs created and retained as a result of stimulus funds on the Commonwealth of Kentucky Job Bank at: <https://e3.ky.gov/>

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 23 of 49
------------	-------------------------	---------------------------------------------------------------------------------------	------------------

COPY

PROHIBITION ON USE OF ARRA FUNDS

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Commonwealth with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 24 of 49
------------	--------------------------------	-------------------------------------------------------------------------------------------	-------------------------

COPY

- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
- i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Commonwealth or required by state or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	25 of 49

COPY

elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	26 of 49

COPY

other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	27 of 49

COPY

law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 28 of 49
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APPENDIX A

Smart Grid

Smart Grid- Nolin Rural Electric Cooperative Corporation

SCOPE OF WORK

This grant provides funding in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00) to Nolin Rural Electric Cooperative Corporation (NRECC) in order to implement a prepaid electric meter program that is designed to give customers control of their energy usage, reduce security deposits, eliminate reconnection charges, and reduce energy consumption. NRECC will plan for, deploy, and analyze the effectiveness of pre-pay electric meters, all in accordance with NRECC's formal response to the Solicitation No. RFP# 127 1000000200 – Utility Smart Grid Initiative.

REPORTING REQUIREMENTS

The Recipient shall provide the Cabinet regular reports as specified below. All reports listed below shall be provided in Adobe Acrobat (PDF) format, unless otherwise noted. If the recipient anticipates difficulty producing this document format, it should contact the Department for Energy Development and

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 29 of 49
------------	-------------------------	------------------------------------------------------------------------------------	------------------

COPY

Independence (DEDI) to make other arrangements. All files submitted should be clearly named as indicated below, utilizing the Document ID Number, which can be found at the top of the recipient MOA. The Document ID Number can be recognized by the beginning letters "PON2" or "PO2".

Reporting periods and due dates will be as follows:

Report Type	Reporting Period	Reporting Due Date
Fiscal, Programmatic, Milestones, Metrics, Compliance	Monthly:	5th of the following month:
	January	February 5th
	February	March 5th
	March	April 5th
	April	May 5th
	May	June 5th
	June	July 5th
	July	August 5th
	August	September 5th
	September	October 5th
	October	November 5th
	November	December 5th
December	January 5th	
Special Status	As needed and define below	As soon as possible after special event
Annual	Year ending June 30	July 15th
Closeout	At project closeout	At time of final invoice

A. REGULAR REPORTS

Not later than five (5) calendar days after the end of each reporting period, each

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	30 of 49

COPY

recipient shall submit fiscal, programmatic status, milestones, and metrics reports to DEDI as described in the sections below. DEDI may amend the format for preparing and submitting the reports as needed and will supply the recipient with necessary guidance. Failure to comply with this reporting requirement may result in termination of that part of the award funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

Fiscal Reports

The following fiscal documents will be submitted on a monthly basis:

Monthly invoices for all funds expended, indicating:

- a. Current monthly expenditures
 - b. Cumulative expenditures to date
2. Backup documentation for each invoice. Examples:
- a. Personnel – payroll spreadsheet showing time worked within the invoice period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant along with the number of hours and fringe benefits per person.
 - b. Fringe – include in payroll spreadsheet.
 - c. Travel – travel voucher (state agencies may use the eMARS travel

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 31 of 49
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voucher) or invoices showing airfare, hotel expenses, etc. Mileage will be paid based on rate established through a travel policy by the recipient. If no rate has been established, the recipient may use the state or Federal mileage rate.

- d. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
 - e. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).
 - f. Contractual – invoice and documentation that item has been paid (recipient shall verify invoice).
 - g. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.
 - h. Indirect costs -- will be verified not to exceed the allowable rate established in the MOA.
3. Funds Obligated: Provide summary of all funds obligated, including the following information:
- a. Amount of funds obligated;
 - b. Who funds are obligated to;
 - c. Services to be provided
4. Cost Status. Show approved budget by budget period and actual costs

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	32 of 49

COPY

- incurred. If cost sharing is required, break out by DEDI share, recipient share, and total costs to clearly indicate leveraged funds.
5. Final invoice: The final invoices should be clearly marked as “FINAL INVOICE” to indicate that all funds that will be expended have been expended. This is important to ensure project closeout.
 6. Program outlays: Program outlay is the total expense incurred by the recipient regardless of whether or not the recipient has invoiced or received reimbursement for the expense.

Other Information

1. Invoice amounts should be summarized by budget category. If the recipient is not certain of what category to use for a particular expense, it should contact its DEDI Program Manager for assistance.
 - a. Personnel – staff salaries only for the recipient entity.
 - b. Fringe Benefits – an approved fringe benefit, e.g. FICA, retirement, health or life insurance, or other rate or rate calculation approved by DEDI.
 - c. Travel – airfare, vehicle mileage, rental, lodging, and food related to travel for professional conferences, DOE- or DEDI-sponsored meetings, project management meetings, etc.
 - d. Equipment – any item with an acquisition cost of greater than \$5

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 33 of 49
------------	--------------------------------	-------------------------------------------------------------------------------------------	-------------------------

COPY

,000 and a useful life expectancy of more than one year.

e. Supplies – any item with an acquisition cost of \$1,000 or less and a useful life expectancy of less than one year.

f. Contractual – includes all costs related to sub-recipients, vendors, contractors, or consultants supplying products or services used to support the recipient’s project.

g. Construction – all types of work done on a particular building, including erecting, altering, or remodeling

h. Other – direct cost items required for the project which do not fit clearly into other categories, and are not included in the indirect pool for which the indirect rate is being applied to this project. Examples are meeting costs, postage, couriers or express mail, telephone/fax costs, printing costs, etc.

i. Total Indirect – a federally approved indirect rate agreement, or proposed rate supported and agreed upon by DEDI for estimating purposes is required if reimbursement of indirect costs is requested.

2. In the event the recipient incurs no expenses for a given month, the recipient will need to submit an invoice for zero dollars or provide a “notice of no expenses” for that month.

3. All invoices should indicate the Document ID Number, which can be

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	34 of 49

COPY

found at the top of the recipient MOA. The Document ID Number can be recognized by the beginning letters "PON2" or "PO2". All invoices from vendors must include the vendor DUNS # and/or the vendor headquarters zip code.

4. Invoices should be provided in the format specified by DEDI.
5. Accurate records should be kept on project expenditures for all ARRA-funded efforts for a period of at least three (3) years from the grant close-out date. Prior to submitting the first invoice, the recipient will need to provide information to DEDI on the accounting system to be used including the account numbers. The recipient will need to provide assurances and document that separate accounts are provided for all ARRA-related funds to ensure ARRA funds are not co-mingled with other funds.
6. Recipients and sub-recipients must be able to identify the specific products or services that are purchased using ARRA funds.

Where to Submit:

Invoices may be submitted via email or as hard copy as follows:

Email: to Energy.Grants@ky.gov

Hard copy mail to:

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	35 of 49

COPY

Recovery Act Grant Invoices

Department for Energy Development & Independence

500 Mero St., 12th Floor CPT

Frankfort, KY 40601

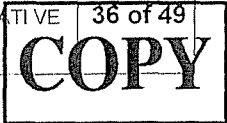
Phone: 502-564-7192

Programmatic Status Reports

A programmatic status report shall be submitted as an electronic file on a monthly basis. Additionally, DEDI may require programmatic reports on a monthly basis, if needed. The following detailed list of all activities for which ARRA Pub. L. 111-5, covered funds were expended or obligated shall be submitted including:

1. Introductory Information
 - a. DOE Award number and name of grant recipient.
 - b. Name of project or activity.
 - c. Project director or principal investigator.
 - d. Date of report and period covered by the report.
2. Remarks (problems, issues variances from plan)
 - a. Schedule Status. List milestones, anticipated completion dates and actual completion dates. The recipient may use its own project management system to supplement this information. Provide a

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 36 of 49
------------	-------------------------	---------------------------------------------------------------------------------------	------------------



comparison of the actual accomplishments with the milestones established for the period and explanation for any variations.

- b. Any changes in approach or aims and reasons for change. Significant changes to the objectives and scope require prior approval by the

DEDI program manager and/or U.S. DOE.

- c. Actual or anticipated problems or delays and actions taken or planned to resolve them.

- d. Any absence or changes of key personnel or changes in consortium/teaming arrangement, e.g. recipient primary contact, budget/fiscal manager, program manager.

3. Accomplishments, publicity, news

- a. A discussion of what was accomplished during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the recipient Primary Contact for further information.

- b. A description of any product produced or technology transfer activities

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 37 of 49
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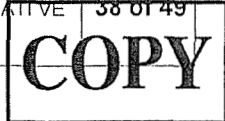
accomplished during this reporting period, such as:

- 1) Web site or other Internet sites that reflect the results of this project.
 - 2) Networks or collaborations fostered.
 - 3) Technologies/Techniques.
 - 4) Inventions/Patent Applications.
 - 5) Publications (list journal name, volume, issue); conference papers; or other public releases of results. Upload copies of public releases to the reporting web site.
 - 6) Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
 - 7) Infrastructure investments made, purpose, total cost, rationale of agency for funding infrastructure investment, name of agency contact.
4. Format: Uploaded files should be named using the following convention:
DocID#-DDMMYY-PROGRAM.pdf
5. Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI.

Milestone Report

The following set of milestones shall be reported on a quarterly basis to DEDI in a form as specified by the agency. DEDI will provide guidance as needed.

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 38 of 49
------------	-------------------------	------------------------------------------------------------------------------------	------------------



1	Draft & Execute MOA with Department for Energy Development and Independence (DEDI) for operation of the program	1
2	Finalize program milestones, targets and metrics	1
3	Make Pre-Paid tariff filing with the Kentucky Public Service Commission	1
4	Install "pre-pay" meters	300
5	Prepare a case study to demonstrate the findings and impact estimates of the prepaid meter program	1
6	Report fiscal results monthly to DEDI	24
7	Report program results monthly to DEDI	24
8	Annual Report to DEDI	3
9	Prepare final report that includes a compilation of information and data to be submitted to DEDI.	1

Format: All components of the milestone data report shall be completed using the on-line reporting forms as specified by DEDI.

Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI. Uploaded files should be named using the following convention: DocID#-DDMMYY-MILESTONES.pdf

Metrics Report

The following set of metrics shall be reported on a quarterly basis to DEDI.

DEDI will provide guidance on its web site for answering these questions.

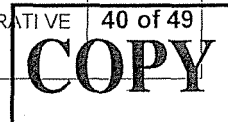
Type	Activity	Sector	Amt-Units
Emissions Reductions	Amount of carbon monoxide (CO) pollutants reduced		metric tons
Emissions Reductions	Amount of greenhouse gases		CO2 equivalents

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 39 of 49
------------	-------------------------	------------------------------------------------------------------------------------	------------------

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	reduced		(metric tons)
Emissions Reductions	Amount of nitrogen dioxide (NO2) pollutants reduced		metric tons
Emissions Reductions	Amount of particulate matter (PM) pollutants reduced		metric tons
Emissions Reductions	Amount of sulfur dioxide (SO2) pollutants reduced		metric tons
Emissions Reductions	Amount of volatile organic compounds (VOC) pollutants reduced		metric tons
Energy Cost Savings	Annual reduction in electricity costs	Institutional	\$
Energy Cost Savings	Annual reduction in fuel oil costs	Institutional	\$
Energy Cost Savings	Annual reduction in gasoline and diesel fuel costs	Institutional	\$
Energy Cost Savings	Annual reduction in natural gas costs	Institutional	\$
Energy Cost Savings	Annual reduction in propane costs	Institutional	\$
Energy Savings	Annual reduction in electricity consumption	Institutional	MWh
Energy Savings	Annual reduction in electricity demand	Institutional	MWh
Energy Savings	Annual reduction in fuel oil consumption	Institutional	gallons
Energy Savings	Annual reduction in gasoline and diesel fuel consumption	Institutional	gallons

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 40 of 49
------------	-------------------------	------------------------------------------------------------------------------------	------------------



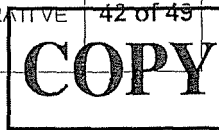
Energy Savings	Annual reduction in natural gas consumption	Institutional	mmcf
Energy Savings	Annual reduction in propane consumption	Institutional	gallons
Renewable Energy Capacity and Generation	Amount of electricity generated from other renewable sources		MWh
Renewable Energy Capacity and Generation	Amount of electricity generated from photovoltaic systems		MWh
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems		MWh
Renewable Energy Capacity and Generation	Amount of electricity generating capacity from other renewable sources installed		MW
Renewable Energy Capacity and Generation	Amount of photovoltaic generating capacity installed		MW
Renewable Energy Capacity and Generation	Amount of wind-powered electric generating capacity installed		MW
Building Retrofits	Number of buildings retrofitted	Institutional	#
Building Retrofits	Square footage of buildings retrofitted	Institutional	sq ft
Government, School, Institutional Procurement	Number of ENERGY STAR commercial or street light units purchased		#
Government, School,	Number of ENERGY STAR exit signs		#

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 41 of 49
------------	-------------------------	------------------------------------------------------------------------------------	------------------

COPY

Institutional Procurement	purchased		
Government, School, Institutional Procurement	Number of ENERGY STAR HVAC units purchased		#
Government, School, Institutional Procurement	Number of units of other energy efficient equipment purchased (describe)		#
Other Activity Not Previously Defined	Pertinent metric information for any activity not defined above		Description
Renewable Energy Market Development	Number of other renewable energy systems installed		#
Renewable Energy Market Development	Number of solar energy systems installed		#
Renewable Energy Market Development	Number of wind energy systems installed		#
Renewable Energy Market Development	Size of other renewable energy systems installed		KW
Renewable Energy Market Development	Size of solar energy systems installed		KW
Renewable Energy Market Development	Size of wind energy systems installed		KW
Technical Assistance	# of information contacts (for example, webinar, site visit, media, fact sheet) in which	Residential	#

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 42 of 49
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	efficiency or renewable energy measures were recommended		
Job Creation/Retention	Description of jobs created	Industry	Description
Job Creation/Retention	Description of jobs created	Institutional	Description
Job Creation/Retention	Description of jobs retained	Industry	Description
Job Creation/Retention	Description of jobs retained	Institutional	Description
Job Creation/Retention	Duration of jobs created	Commercial	Months
Job Creation/Retention	Duration of jobs created	Institutional	Months
Job Creation/Retention	Duration of jobs retained	Commercial	Months
Job Creation/Retention	Duration of jobs retained	Institutional	Months
Job Creation/Retention	Number of jobs created	Commercial	#
Job Creation/Retention	Number of jobs created	Institutional	#
Job Creation/Retention	Number of jobs retained	Commercial	#
Job Creation/Retention	Number of jobs retained	Institutional	#

Format: All components of the metrics data report shall be completed using the on-line reporting forms as specified by DEDI.

Where to Submit: The recipient will upload and submit all report documents

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	43 of 49

COPY

online at a web address to be provided by DEDI.

Compliance Reports

1. List any individual, whom the sub-recipient has knowledge of, that has committed a false claim as defined by the False Claims Act, or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or any other misconduct involving the use of ARRA funds, as reference in Section 5.5 of the AGREEMENT.

2. For any vendor, subcontracts or subgrants equal to or greater than Twenty-Five Thousand Dollars (\$25,000.00):

- A. The name of the entity;
- B. DUNS #
- C. The amount; per payment & cumulative if more than one payment has occurred
- D. Brief product and/or service description

3. For any vendor, subcontract, or sub-grant of less than \$25,000.00, provide the cumulative number of payments and amount, both for the reporting period and cumulatively over the life of the grant.

4. Names & Total compensation of the five (5) most highly compensated officers of the company if, in the preceding fiscal year, it received eighty percent (80%) or more of its annual gross revenues in federal awards, and twenty-five

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	44 of 49

COPY

million dollars (\$25,000,000) or more in annual gross revenue from federal awards.

B. SPECIAL STATUS REPORT

The recipient must report the following events via email to

Energy.Grants@ky.gov or call the DEDI Program Manager at 502-564-7192 as

soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DEDI to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety and Health statutes or regulations.
 - d. Any incident which causes a significant process or hazard control system failure.

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	45 of 49

COPY

- e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
- f. Any damage to Government-owned equipment in excess of \$50,000.
- g. Any other incident that has the potential for high visibility in the media.
- h. Immediately upon receipt of a written request made under the Kentucky Open Records Act or the federal Freedom of Information Act, the Recipient shall notify the Cabinet of the specific nature of the request and the Recipient's response to the request.

C. ANNUAL REPORTS

Submit annual reports not later than five (5) calendar days after June 30th during each year of the grant. The annual report shall describe the status of development and implementation of the energy efficiency and conservation activities and an assessment of energy efficiency gains. The annual report shall also summarize the metrics provided.

The final Annual Report is due 15 days after the end of the project. In the final Annual Report provide a discussion of "lessons learned" from the project.

Where to Submit: The recipient will upload and submit all report documents online at a web address to be provided by DEDI. Uploaded files should be named using the following convention: DocID#-DDMMYY-ANNUAL.pdf

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 46 of 49
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D. CLOSEOUT REPORTING

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at

<http://www.energy.ky.gov/recovery/reporting/>.

E. JOINT OUTREACH ACTIVITIES

As partners in the development and implementation of the project, Recipient will work with EEC's program managers and Office of Communications and Public Outreach to write an appropriate news release announcing the grant, discuss possible public events surrounding the announcement, and future public events as the project is underway.

F. ENVIRONMENTAL REVIEW

Due to restrictions placed on the funding for this project by the US Department of Energy (DOE), the recipient will ensure that all projects funded through this agreement comply with the National Environmental Policy Act of 1969 by completing the Environmental Questionnaire, as provided by DEDI. The Environmental Questionnaire must be submitted to DEDI for DOE approval prior to sub-recipient funding and project implementation.

Prohibited actions include: Recipient is restricted from distributing funds under this agreement pending: (1) further submission by Recipient specifically

	Document Phase	Document Description	Page
1000001895	Draft	NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	47 of 49

COPY

identifying all activities; and (2) a final NEPA determination from DOE regarding those activities.

This restriction does not preclude Recipient from: developing a solicitation process, conducting assessments, studies, and audits; developing strategies; and engaging in other administrative work related to this agreement. Moving forward with activities that are not authorized in advance of the final NEPA decision puts the recipient at risk of not receiving funding and such costs may not be recognized as allowable cost share.

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 48 of 49
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APPENDIX B

Smart Grid- Nolin RECC

BUDGET*

Categories	Federal Grant / DEDI	Recipient Cost Share	Total
Personnel	\$0	\$39,000	\$39,000
Fringe Benefits	\$0	\$21,840	\$21,840
Travel	\$0	\$0	\$0
Equipment	\$10,000	\$0	\$52,000
Supplies	\$0	\$0	\$0
Contractual	\$23,000	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$52,000	\$50,000	\$102,000
Total Direct Charges	\$85,000	\$110,840	\$195,840
Indirect Charges	\$0	\$0	\$0
TOTAL	\$85,000	\$110,840	\$195,840
Program Income			

**A detailed budget template provided by DEDI must be completed and submitted to the DEDI Program Manager prior to the start of the project and updated before the start of each fiscal year.*

1000001895	Document Phase Draft	Document Description NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION UTILITY SMART	Page 49 of 49
------------	-------------------------	------------------------------------------------------------------------------------	---------------------

COPY

IN WITNESS WHEREOF, the Cabinet and the Recipient have executed
this AGREEMENT as of the date first above written.

AGREED TO BY:

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION

Michael L. Miller Date: 6-22-10
Michael L. Miller, President & CEO

ENERGY AND ENVIRONMENT CABINET

Henry C. A. List Date: 6/28/10
Leonard K. Peters, Secretary
Henry C. A. List, Dep. Secretary

APPROVED AS TO FORM AND LEGALITY

ENERGY AND ENVIRONMENT CABINET

C. Michael Haines Date: 6-28-10
C. Michael Haines, General Counsel
Energy and Environment Cabinet

PARTICIPATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into February 11, 2010, (the "Effective Date") by and between the National Rural Electric Cooperative Association ("NRECA") located at 4301 Wilson Blvd, Arlington, VA 22203, and Nolin RECC ("Participant") located at 411 Ring Road, Elizabethtown, KY 42701, each a "Party" and collectively "Parties."

RECITALS

WHEREAS, NRECA submitted a proposal ("Proposal") as the proposed prime contractor to the United States Government ("Government") in response to Department of Energy Solicitation DE-FOA 0000036 for the purpose of *Smart Grid Demonstrations, Enhanced Demand Side and Distribution System Management Project* ("Project");

WHEREAS, in preparation of NRECA's proposal to the Government, Participant previously executed a letter of commitment, confirming Participant's decision to participate in the Project and to co-fund the Project contingent upon Project award;

WHEREAS, NRECA has been awarded the Project by the United States Department of Energy;

WHEREAS, in accordance with the Project award and the aforementioned letter of commitment, NRECA shall, in collaboration with Participant, prepare a detailed description ("Work Plan") of the tasks, deliverables, rights and obligations associated with Participant's role, financial and otherwise, in the Project, as the same may be amended; and,

WHEREAS, the rights and obligations of NRECA and the Government will be further defined in the prime contract between NRECA and the Government ("Prime Contract").

NOW THEREFORE, NRECA and Participant, in consideration of the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the adequacy and sufficiency are hereby mutually acknowledged, agree as follows:

1. Condition Precedent. Notwithstanding the Effective Date, the Parties acknowledge and agree that it shall be a condition precedent to the implementation of this Agreement and the Parties' respective rights and obligations hereunder that there is a negotiation and final signing of a binding Prime Contract between NRECA and the Government. In the event a final binding Prime Contract is not entered into between NRECA and Government, this Agreement shall immediately become null, void, and of no force or effect upon notification by NRECA to Participant.
2. Scope of Agreement; Roles and Obligations.
 - 2.1. NRECA shall assume full responsibility for administration of the Prime Contract and Work Plan preparation, negotiation and monitoring of task orders issued by the Government, submission of payment requests to the Government for work performed, and other contractual administrative requirements.
 - 2.2. NRECA shall be primarily responsible for preparation of the Work Plan in conjunction with and cooperation of Participant. Such Work Plan shall be consistent with and pursuant to the specifications, terms, and conditions in NRECA's Proposal applicable to Participant.
 - 2.3. Participant acknowledges and agrees that its role and participation in the Project is unique and critical to the successful completion of the Project and that Participant's failure in performing its obligations relating to this Agreement and the Work Plan will adversely affect NRECA and other participants.
 - 2.4. Participant acknowledges and agrees to pay to NRECA any and all amounts of the cost sharing specifications in the Work Plan upon NRECA's request, such request being in accordance with the Work Plan. Except for payment of Participant's cost sharing portion, any and all financial transactions relating to the Project shall be solely managed by NRECA.
 - 2.5. Participant shall perform the tasks and obligations, including co-funding obligations, as set forth in the Work Plan as directed and coordinated by NRECA. Participant shall undertake any and all commercially reasonable actions to meet or perform the requirements of the Work Plan, including deadlines, and to assist NRECA by such other means as is necessary and proper to support the Prime Contract.

- 2.6. Participant acknowledges and agrees that NRECA shall solely and exclusively manage and perform any and all procurement and subcontracting activities relating to the Project, including, but not limited to, vendor selection, contract and purchase order negotiation, contract and purchase order signing, invoicing, and payments. Participant further acknowledges that NRECA is required to competitively bid procurements under 10 Code of Federal Regulations ("CFR") 600.144 and has specific procurement and contracting mandates thereunder. Any and all goods or services required to be procured or utilized in, for or to the Project and the Work Plan shall be procured by NRECA and provided to Participant. Notwithstanding the foregoing, Participant shall (i) facilitate the receiving, inspection, and inventory / materials management of all goods procured by NRECA under the Prime Contract; and, (ii) manage any and all professional services related to Participant's obligations and deliverables in its Work Plan including, but not limited to, installation, training, and maintenance services as necessary.
- 2.7. Where and when requested by NRECA, Participant will assist NRECA in obtaining the cooperation of vendors and Participant will cooperate with the vendors selected by NRECA under the Work Plan.
- 2.8. With regard to any goods procured by NRECA under the Prime Contract, legal and equitable title, and insurable interest to the same shall remain at all times prior to, during, and after completing the Project, with NRECA or the Government, as the case may be, at all times unless and until transfer of title is expressly made to Participant pursuant to a writing signed by both Parties. Participant agrees to: (i) only utilize such goods in the furtherance of the Work Plan and Prime Contract; (ii) in addition to other reporting requirements contained herein and in the Work Plan, provide reasonable information concerning the use and condition of such goods; (iii) follow the property disposition rules set forth in the applicable sections of 10 CFR 600 when such goods are no longer used for the purposes of the Prime Contract and the fair market value of such goods exceeds \$5,000; (iv) maintain reasonable care of such goods, ordinary wear and tear excepted; (v) take reasonable measures to prevent damage to or loss of such goods; and, (vi) maintain insurance sufficient to provide coverage for any damage to or loss of such goods.
- 2.9. Participant agrees that it shall assist NRECA in providing any necessary reporting required by the Government or by NRECA to fulfill the Project and to track goods or services provided to Participant that have been procured by NRECA under the Prime Contract.
- 2.10. Participant acknowledges that Government representatives shall have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Participant shall therefore provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the Government representatives in the performance of their duties. Furthermore, Participant acknowledges that, with respect to Government funding provided as a part of the Project, Government representatives shall have the right to (i) examine any records, including timecards and invoices, of the Participant that pertain to, and involve transactions that relate to the Project and (ii) to interview any officer or employee of Participant regarding such transactions.
- 2.11. In the event that negotiations with the Government result in a substantial reduction of the Participant's area of responsibility from that proposed by the Parties, the Participant shall have prior opportunity to consult with NRECA and review the effect of and concur with such reduction or revision before settlement with the Government.
- 2.12. To the extent required by applicable law or as required by the Prime Contract, any and all Government procurement rules or regulations requiring to be "flowed down" to this Agreement, Participant acknowledges and agrees that rules or regulations are incorporated herein by reference.
3. Audit. Where the value of goods or services provided to Participant that have been procured by NRECA under the Prime Contract is equal to or exceeds \$500,000 during Participant's fiscal year, Participant acknowledges that it is subject to an audit conducted for that year in accordance with the provisions of the United States Office of Management and Budget Circular No. A-133 *Audits of States, Local Governments, and Non-Profit Organizations*.
4. Central Contractor Registration (CCR). Participant acknowledges that under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, Participant must register its Data Universal Numbering System or "DUNS" with the CCR (www.bpn.gov/ccr/). Such registration must be accomplished upon the implementation of this Agreement.

5. Insolvency, Bankruptcy, or Receivership. Participant shall immediately notify NRECA of the occurrence of any of the following events: (i) filing by Participant or Participant's parent of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) Participant's consent to the institution of an involuntary case under the Bankruptcy Act against Participant or Participant's parent; (iii) the filing of any similar proceeding for or against Participant or Participant's parent, or its consent to, the dissolution, winding-up or readjustment of Participant's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over Participant, under any other applicable state or federal law; or, (iv) Participant's insolvency due to Participant's inability to pay its debts generally as they become due.
6. Decontamination and / or Decommissioning Costs. Participant acknowledges that neither the Government nor NRECA shall be responsible for or have any obligation to Participant for: (i) decontamination and / or decommissioning of any of Participant's facilities; or, (ii) any costs which may be incurred by Participant in connection with the decontamination and / or decommissioning any of its facilities due to the performance of the Project.
7. Protection of Whistleblowers. For purposes of this Agreement, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.
 - 7.1. Prohibition on Reprisals. Participant acknowledges that Participant's employees may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for Participant who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of: (i) gross mismanagement of Covered Funds; (ii) gross waste of Covered Funds; (iii) substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; (iv) an abuse of authority related to the implementation or use of Covered Funds; or, (v) as violation of law, rule, or regulation related to a contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds.
 - 7.2. Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration. Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this provision may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this provision.
 - 7.3. Requirement to Post Notice of Rights and Remedies. Participant shall post notice of whistleblower rights and remedies as required by section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (www.Recovery.gov).
 - 7.4. This Section shall survive the termination of this Agreement.
8. False Claims Act. Participant shall promptly refer to the United States Department of Energy or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving the Covered Funds.
9. Intellectual Property. Participant acknowledges that all intellectual property conceived or first reduced to practice during the course of work in furtherance of the Project and under the Prime Contract and Work Plan shall be subject to the Prime Contract, the Federal Acquisition Rules ("FAR"), and certain parts of the CFR, as follows.
 - 9.1. In accordance with FAR 52.227-1 Authorization and Consent (JUL 1995)-Alternate I (APR 1984), the Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of the Prime Contract and the Work Plan.
 - 9.2. To assist NRECA in complying with FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996), Participant shall: (i) report to NRECA, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the Work Plan of which the Participant has knowledge; and, (ii) in the event of any claim or suit against

NRECA or the Government on account of any alleged patent or copyright infringement arising out of the performance of the Work Plan or any of the goods or services provided thereunder, Participant shall furnish to NRECA, when requested by the same, all evidence and information in possession of the Participant pertaining to such suit or claim.

- 9.3. Participant acknowledges and agrees with the Government's rights to certain data arising from the Project and Work Plan, as described in 10 CFR 600.325 Appendix A, Rights in Data - Programs Covered Under Special Data Statutes (OCT 2003).
- 9.4. Participant acknowledges and agrees with the Government's rights to certain inventions arising from the Project and Work Plan, as described in 10 CFR 600.325 Appendix A, Patent Rights - (Large Business Firms - No Waiver) (OCT 2003).
- 9.5. This Section shall survive the termination of this Agreement.

10. Limitation on Use of Data and Information; Confidentiality.

- 10.1. During the term of this Agreement, each Party agrees to receive from the other cost, pricing and technical information and data ("Data") for the purpose of fulfilling the Prime Contract and Work Plan. In addition, the Parties anticipate that, under this Agreement, it may be necessary for either Party to transfer to the other information of confidential and proprietary nature, ("Confidential Information"). Confidential Information shall be clearly identified by the disclosing Party at the time of disclosure by (i) appropriate stamp or markings on the document exchanged; or (ii) written notice, with attached listings of all material, copies of all documents.
- 10.2. Each of the Parties agrees that it will use the same reasonable efforts to protect such Confidential Information as are used to protect its own Confidential Information. Disclosures of such Confidential Information shall be restricted to those individuals who are directly participating in the Prime Contract and Work Plan.
- 10.3. Neither Party shall make any reproduction, disclosure, or use of such Confidential Information except as follows: (i) such Confidential Information furnished by the Participant may be used, reproduced and/or disclosed by NRECA in performing its obligations under this Agreement and the Prime Contract; and, (ii) such Confidential Information furnished by NRECA may be used, reproduced and/or disclosed by the Participant in performing its obligations under this Agreement.
- 10.4. This Section shall survive the termination of this Agreement.

11. Termination. Except those provisions that shall survive the termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate on the occurrence of the following:

- 11.1. NRECA and Participant fail to timely agree on the initial Work Plan;
- 11.2. Notice from the Government that the Project has been cancelled or that the Prime Contract is not awarded to NRECA;
- 11.3. Notice from the Government that Participant is unacceptable in the role and function set forth in the Prime Contract and Work Plan; however, if the Government requests a change in the role or function of Participant, this Agreement shall not be deemed terminated unless NRECA and Participant fail to amend the Work Plan in accordance with such Government changes within the time period permitted by the Government;
- 11.4. Receipt by NRECA of official Government notice that substantial areas of the Participant's proposed responsibility or the Work Plan have been eliminated from the Project or that the Government funding has been reduced; or,
- 11.5. NRECA's notice to Participant that Participant has failed to perform this Agreement or the Work Plan, including the financial commitments of Participant thereunder. In such a case, Participant acknowledges that the Government is entitled to recover any goods or services provided to Participant that have been procured by NRECA under the Prime Contract.

12. Damages; Indemnity. Neither Party shall be liable to the other Party for any direct, indirect, incidental, special or consequential damages, however caused, whether as a consequence of the negligence of one Party or otherwise, arising out of the performance of this Agreement and Work Plan. In the event of any litigation arising from or related to this Agreement, including the breach of a Party's duties and/or obligations hereunder, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred including court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a non-adjudicative settlement of litigation between the Parties or a resolution of a dispute by arbitration, the term "prevailing Party" shall be determined by that process.
- 12.1. Notwithstanding the foregoing, Participant shall indemnify the Government or NRECA, as the case may be, and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the Project, except to the extent that such liability results from the direct fault or negligence of the Government or NRECA, as the case may be, officers, agents or employees.
- 12.2. This Section shall survive the termination of this Agreement.
13. Governing Law; Compliance with Laws. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the federal laws of the United States of America. The Parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the Commonwealth of Virginia in all questions and controversies arising out of this Agreement. The Parties agree to comply with all applicable federal, state, and municipal laws, codes, and regulations.
14. Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein.
15. No Assignment. Neither this Agreement or any of the rights and obligations herein shall be assigned by Participant without the prior written approval of NRECA.
16. Notices. All notices hereunder shall be in writing and delivered by certified or regular mail return receipt requested to the following.
17. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understandings or communications with respect to the subject matter herein. This Agreement shall not be varied except by an instrument in writing of subsequent date, duly executed by an authorized representative of each Party.

NATIONAL RURAL ELECTRIC COOPERATIVE
ASSOCIATION (NRECA)

By: _____

Name:

Title:

Date:

Address for Notice:

NRECA
4301 Wilson Blvd., VLS9-116
Arlington, VA 22203

Attention: Stephen R. Guth, Esq.

NOLIN RURAL ELECTRIC COOPERATIVE
CORPORATION

By: Michael L. Miller

Name: Michael L. Miller

Title: President & CEO

Date: February 11, 2010

Address for Notice:

Nolin RECC
411 Ring Road
Elizabethtown, KY. 42701

Attention: Michael L. Miller

**AMENDMENT NO. 1 TO THAT CERTAIN
PARTICIPATION AGREEMENT BY AND BETWEEN
NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION ("NRECA")
AND
NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION ("NOLIN RECC")**

This Amendment No. 1 ("Amendment") to that certain participation agreement ("Participation Agreement") by and between NRECA and Participant is to be effective as of the date of last signature below. Unless expressly provided for herein, in the event of a conflict between the Participation Agreement and this Amendment, the provisions contained in the Participation Agreement shall prevail.

RECITALS

WHEREAS, NRECA and Participant entered into the Participation Agreement for the purposes of documenting Participant's commitment to participate in the Project;

WHEREAS, Section 2.8 of the Participation Agreement described that title with regard to any goods procured by NRECA under the Prime Contract (the "Equipment") would remain at all times prior to, during, and after completing the Project, with NRECA or the Government;

WHEREAS, the Government subsequently agreed to permit NRECA to assign conditional title, as further described herein, to the Equipment to Participant; and,

WHEREAS, NRECA and Participant desire to amend the Participation Agreement to reflect such agreement by the Government.

NOW, THEREFORE, for and in consideration of the premises hereof and the mutual covenants and agreements set forth herein, NRECA and Participant hereby amend the Participation Agreement as follows.

1. Section 2.8 of the Participation Agreement is deleted in its entirety and replaced with the following:

"2.8. With regard to any goods procured by NRECA under the Prime Contract (the "Equipment"), the Participant shall take title to the Equipment at the point of title transfer described in the associated NRECA / supplier procurement agreement (usually upon delivery) conditioned on Participant's ongoing compliance with 10 CFR 600.134. Participant hereby acknowledges its obligations to the Equipment under 10 CFR 600.134 and agrees to comply with the same. Participant further acknowledges and agrees to cooperate with NRECA in providing any reporting required of NRECA by the Government relating to the Equipment. In addition to the foregoing, Participant agrees to: (i) utilize the Equipment in the furtherance of the Work Plan and Prime Contract; (ii) in addition to other reporting requirements contained herein and in the Work Plan, provide reasonable information concerning the use and condition of such Equipment including assisting in any reporting required of NRECA by the Government relating to the Equipment; (iii) follow the property disposition rules set forth in the applicable sections of 10 CFR 600 when the Equipment is no longer used for the purposes of the Prime Contract and the fair market value of such Equipment exceeds \$5,000; (iv) maintain reasonable care of the Equipment, ordinary wear and tear excepted; (v) take reasonable measures to prevent damage to or loss of the Equipment; and, (vi) maintain insurance sufficient to provide coverage for any damage to or loss of the Equipment prior to the introduction of Equipment into Participant's distribution environment."

Except as modified herein, the terms and conditions of the Participation Agreement, as amended, remain in full force and effect.

**NATIONAL RURAL ELECTRIC COOPERATIVE
ASSOCIATION
("NRECA")**

**NOLIN RURAL ELECTRIC COOPERATIVE
CORPORATION
("NOLIN RECC")**

By: _____

By: Michael L. Miller

Name: Martin Lowery

Name: Michael L. Miller

Title: Executive Vice President

Title: President & CEO

Date: _____

Date: March 8, 2010

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 9:

9. *Refer to item 1.c of the Commission's First Information Request. Provide in PDS format a disc containing the data calculated using MilSoft's Windmil Engineering analysis.*

Answer:

See attached "Exhibit I".

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation

Nolin Rural Electric Cooperative Corporation
Second Information Request – Case No. 2010-00518
Public Service Commission Staff Request Dated May 3, 2011

Question 10:

- 10. Provide a clean, complete and accurate copy of Nolin's 2010-00518 Application, including all attachments.*
-

Answer:

See attached "Exhibit J".

Responding Witness: Greg Harrington, System Engineer
Nolin Rural Electric Cooperative Corporation



Rural Electric Cooperative Corporation

A Touchstone Energy® Cooperative 

May 11, 2011

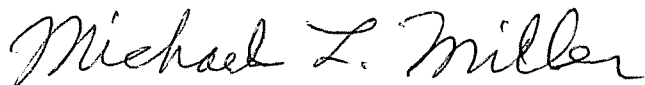
MR JEFF DEROUEN
EXECUTIVE DIRECTOR
PSC
PO BOX 615
FRANKFORT KY 40602-0615

Dear Mr. Derouen:

Per your request dated May 6, 2011, in Case Number 2010-00518, I have enclosed an original and 10 copies of our application for a certificate of convenience and necessity authorizing Nolin RECC to perform its 2011-2013 construction work plan. I have also enclosed a revised original and 10 copies of our work plan.

If you have any questions or need any additional information please let me know.

Sincerely,



Michael L. Miller
President & CEO

/afc

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF NOLIN RURAL ELECTRIC)
COOPERATIVE CORPORATION FOR A CERTIFICATE)
OF PUBLIC CONVENIENCE AND NECESSITY TO) CASE NO.
CONSTRUCT FACILITIES ACCORDING TO THE) 2010 - 00518
APPLICANT'S 12/01/10 ~ 11/30/13 CONSTRUCTION)
WORK PLAN)

APPLICATION

Nolin Rural Cooperative Corporation, hereinafter called the Applicant, respectively advises the Commission that:

1. The applicant is a nonprofit membership cooperative corporation without capital stock, duly organized and existing under K.R.S. Chapter 279, engaged in the sale of electric energy at retail rates to its member-consumers in the Kentucky counties of Bullitt, Breckinridge, Grayson, Green, Hardin, Hart, LaRue, Meade and Taylor.
2. The name of the Applicant is Nolin Rural Electric Cooperative Corporation, with a business address of 411 Ring Road, Elizabethtown, Kentucky, 42701-6767. {807 KAR 5:001, Section 8(1)}
3. This application is for a Certificate of Public Convenience and Necessity ("CPCN") to construct electric distribution facilities as set out in the attached 12/01/10 ~ 11/30/13 Construction Work Plan, hereinafter referred to as the CWP.
4. The CPCN for the CWP will permit the Applicant to construct certain improvements and additions to existing distribution plant necessary to provide adequate and dependable electric service to existing and anticipated new members. System improvements recommended within the CWP will not duplicate existing facilities and are needed to correct voltage problems, improve phase balance, reduce system energy losses and provide for improved service reliability.
5. The CWP covers the period of three years between December 1, 2010 and November 30, 2013, and was prepared by the firm of Envision, 211 Davis Hollow, Berea, KY and the Applicant's staff. A copy of the CWP is filed herein and made a part hereof as Exhibit 1 (NRECC_CWP_120910.pdf). The CWP was submitted to the Rural Utility Service ("RUS"), for approval, which was granted December 8, 2010; said approval is filed herein and made a part hereof within Exhibit 1.

6. The CWP was approved by the Applicant's Board of Directors on December 9, 2010. Said approval is filed herein and made part hereof within Exhibit 1.
 7. No CWP construction or extensions will require franchises or permits to be filed with the Commission.
 8. The CWP and maps filed with this Application provide a description and location of new construction and extensions. All construction and extensions will provide service to retail consuming facilities located in the territory certified to the Applicant for retail electric service under K.R.S. 278.016-.018.
-
9. Total projected expenditures for the three-year CWP are estimated to be **\$12,916,338** and summarized as follows:
 - a. **\$4,086,112** ~ New member construction totaling **81.92** miles
 - b. **\$4,157,538** ~ Transformers and meters
 - c. **\$ 494,560** ~ Service changes and upgrades
 - d. **\$ -0-** ~ Sectionalizing equipment and activities
 - e. **\$ -0-** ~ Capacitor bank appurtenances and controls
 - f. **\$ -0-** ~ Voltage regulators
 - g. **\$1,323,540** ~ Pole replacement
 - h. **\$1,028,924** ~ Aged conductor replacement
 - i. **\$ 607,068** ~ Security light installations
 - j. **\$1,218,596** ~ System improvement projects
 - k. **\$ -0-** ~ AMR equipment
 10. The annual fixed charge rate, when applied to the initial plant investment, gives the annual revenue requirement for capital. The annual fixed charge rate components, provided by Applicant, were developed based on three-year average of cost of operation and maintenance, depreciation, insurance, and taxes as a percentage of installed plant cost and the cost of capital as previously developed. The provided depreciation life in years is 27 years for distribution facilities. To determine a real interest rate, historical interest rates were reviewed relative to the rate of inflation. Historically, prime lending rates have been one to three percent greater than inflation. Based on information from the Applicant, the discount rate for economic analysis was 2.0%.

Summary of Assumed Fixed Annual Charge Rates	
Item	Distribution Plant
Cost of Capital	5.50%
Depreciation	3.70%
Operation and Maintenance	5.29%
Taxes	0.66%
Insurance	0.05%
TOTAL	15.20%

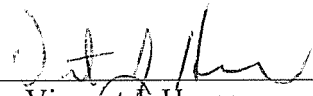
The data contained in this section details the assumptions which were taken from the Electric System Transmission & Distribution Planning Study submitted to the Utilities Commission City of New Smyrna Beach. The study can be viewed in its entirety at: <http://www.ucnsb.org/ftp/ElectricalSystemPlanningStudy.pdf>.


11. The Applicant is filing an application with RUS to arrange 100% financing of CWP projects with the RUS treasury rate loan program. Contract and force accounts financed with internally generated funds and a short-term line of credit will be used until all loan approvals are granted. Said RUS financing will reimburse the general funds expended for the initial portion of the CWP and finance the balance of the CWP.
12. The current and projected revenues are sufficient to cover any additional operating expenses that may be incurred in relation to the CWP. The addition of new members-consumers should assist in offsetting any additional expenses. The upgraded lines will also reduce system energy losses and assist in offsetting additional expenses.

WHEREFORE, the Applicant now moves the Public Service Commission of the Commonwealth of Kentucky to grant the said Certificate of Public Convenience and Necessity for Applicant's CWP which the Applicant has herein requested and which the Commission has discretion to grant pursuant to KRS 278.020 (1).

WITNESS the hand of the Applicant on this the 15 day of December, 2010, by its authorized representative.

NOLIN RURAL ELECTRIC
COOPERATIVE CORPORATION

BY: 
Vincent J. Heuser
Vice President System Operations

BY: 
John J. Scott
Attorney for Applicant
PO Box 389
Elizabethtown, Kentucky 42701
270.765.2179

STATE OF KENTUCKY
COUNTY OF HARDIN

Subscribed, sworn to and acknowledged before me by Vincent J. Heuser, as Vice President System Operations of NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION this 15 day of December, 2010.


NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: Jan 29, 2011

STATE OF KENTUCKY
COUNTY OF HARDIN

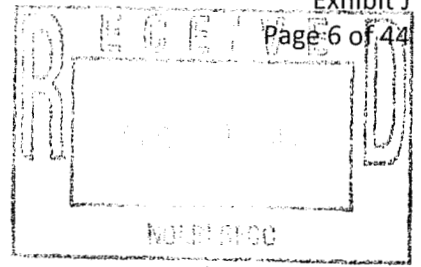
Subscribed, sworn to and acknowledged before me by John J. Scott, as Attorney for NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION this 15 day of December, 2010.


NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: Jan 29, 2011



United States Department of Agriculture
Rural Development



DEC 16 2010

Mr. Michael L. Miller
President and CEO
Nolin Rural Electric Cooperative Corporation
411 Ring Road
Elizabethtown, Kentucky 42701-6767

Dear Mr. Miller,

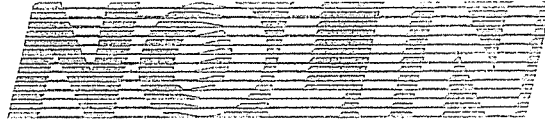
The USDA Rural Utilities Service (RUS) has reviewed the Environmental Report (ER) covering the facilities recommended in Nolin Rural Electric Cooperative Corporation's 2011-2013 Construction Work Plan (CWP). In accordance with 7 CFR Part 1794, Environmental Policies and Procedures, as amended, all projects proposed in the CWP are Categorical Exclusions. No additional environmental information needs to be submitted for review, provided the projects do not change from what has been described in the CWP/ER.

Nolin Rural Electric Cooperative Corporation has environmental approval for all projects in the CWP. Nolin Rural Electric Cooperative Corporation is responsible for acquiring the necessary permits for construction and operation of the proposed projects and for ensuring that any environmental commitments made in the CWP/ER are fulfilled.


Thank you for your assistance and cooperation in helping us fulfill our environmental review requirements. If you have any questions, please contact me at (202) 720-1994 or Ms. Lauren McGee, Environmental Scientist, at lauren.mcgee@wdc.usda.gov or (202) 720-1482.

Sincerely,

CHARLES M. PHILPOTT
Chief, Engineering Branch
Northern Regional Division
USDA Rural Utilities Service



Rural Electric Cooperative Corporation

A Touchstone Energy[®] Cooperative 


RESOLUTION

WHEREAS, a Three-Year Construction Work Plan dated 2011-2013 in the amount of \$12,916,338 has been prepared by Nolin Rural Electric Cooperative Corporation Engineering Department Staff and Envision Energy Services, Roger Wilson, PE.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Nolin Rural Electric Cooperative Corporation hereby approves the 2011-2013 Work Plan as a plan of action, to be followed, or until amended with approval of RUS.

CERTIFICATION OF SECRETARY

I, A. L. Rosenberger, Secretary of Nolin Rural Electric Cooperative Corporation hereby certify that the foregoing is a full, true, and correct copy of the Resolution duly passed by the Board of Directors of Nolin Rural Electric Cooperative Corporation at the meeting duly called and held in compliance with the By-Laws of the Cooperative on the 9th day of December 2010, at which meeting a quorum was present, and that the Resolution as set out above appears in the minutes of that meeting in the Minute Book of the Cooperative dated this 9th day of December 2010.



A. L. Rosenberger, Secretary

December 8, 2010

2011-2013 Construction Workplan (CWP)

Michael Miller, President and CEO
Nolin RECC

I have completed my review of the cooperative's 2011-2013 CWP, which was prepared by the Roger Wilson and the Nolin Engineering Department, and find it to be generally satisfactory for loan contract purposes. Approval to proceed with the proposed distribution system construction is contingent upon RUS's review and approval of an Environmental Report (reference 7 CFR 1794).

Load management projects will be reviewed/approved by the Northern Regional Division office, as necessary. This action will be taken after their receipt of the CWP and other supporting documents (i.e., appropriate feasibility and engineering studies).

You should make a special effort to inform all of the cooperative's employees and contractors, involved in the construction of utility plant of any commitments made in the Environmental Report covering the construction of the facilities recommended in the CWP.

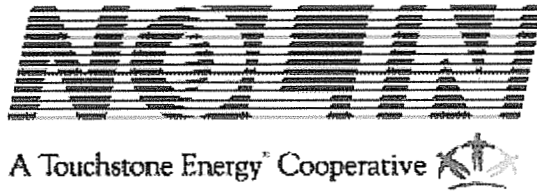
Changes (line improvements, tie lines, extensions, substations, etc.) in the CWP will require RUS approval. The environmental acceptability of any such changes shall also be established in accordance with 7 CFR 1794. The procedure for satisfying these environmental requirements shall be the same as that used in connection with this CWP approval.

It is your responsibility to determine whether or not loan funds and/or general funds are available for the proposed construction. If general funds are used, the requirements as outlined in 7 CFR 1717 need to be followed.

The construction shall be accomplished in accordance with RUS requirements. Specific reference should be made to 7 CFR 1726, Electric System Construction Policies and Procedures.

Mike Norman

Mike Norman
RUS Field Representative




2011-2013 CONSTRUCTION WORK PLAN

Prepared by
NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION
&
ENVISION ENERGY SERVICES
Roger Wilson, PE

December 2010



A Touchstone Energy Cooperative 

2011-2013 CONSTRUCTION WORK PLAN

FOR
**NOLIN RURAL ELECTRIC COOPERATIVE
CORPORATION**

KENTUCKY 51-HARDIN
ELIZABETHTOWN, KENTUCKY

PREPARED BY:

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION
&
ENVISION ENERGY SERVICES

December 2010

I hereby certify that this 2011-2013 Construction Work Plan was prepared by me or under my direct supervision and that; I am a duly registered professional engineer under the laws of this State Kentucky.

12-8-10
(Date)

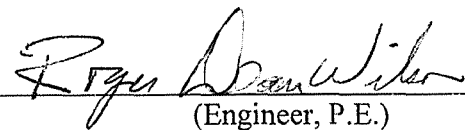
By: 
(Engineer, P.E.)

TABLE OF CONTENTS

1. **EXECUTIVE SUMMARY**
 - A. Purpose, Results, and General Basis of Study
 - B. Service Area & Power Supply
 - C. Summary of Construction Programs and Cost
 - D. Summary of Construction & Status of 2007-2009

2. **BASIS OF STUDY AND PROPOSED CONSTRUCTION**
 - A. Design Criteria
 - B. Distribution Line and Equipment Costs
 - C. Analysis of Long Range Plan
 - D. Sectionalizing Studies
 - E. Analysis of 2010 Operations & Maintenance Survey
 - F. Historical Summer Peaks & Projections
 - G. Historical Winter Peaks & Projections
 - H. Historical Outage Summary
 - I. Services to New Customers & Comparison to History

3. **REQUIRED CONSTRUCTION ITEMS**
(Construction Items & Details By Item)

4. **EXISTING SYSTEM'S WINTER PEAK – EXTREME**
(By Substation and Feeder)

5. **PROPOSED CHANGES ON SYSTEM AT PEAK**
(By Substation and Feeder)

6. **MAP OF SYSTEM**
(Exhibit A)

EXECUTIVE

SUMMARY

PURPOSE OF REPORT

This report documents the January 2010 engineering analysis and summarizes the proposed construction of Nolin Rural Electric Cooperative Corporation's (NRECC) electric distribution system for the three-year planning period of 2011-2013.

The report also provides descriptions in the form of engineering support, costs and justification of new facilities to RUS for a loan application to finance proposed construction.

RESULTS OF PROPOSED CONSTRUCTION

Upon completion of the facilities proposed herein, the system will provide adequate and dependable service to 30,182 residential/farm consumers using an average of 1, 280 KWh per consumer per month, 1,675 commercial and small industrial consumers, and 3 large industrial consumers. The construction proposed will allow the NRECC distribution system to sustain a 226 MW peak demand.

GENERAL BASIS OF STUDY

The 2013 projected number of consumers and total peak system load were interpolated directly from the cooperative's 2010 Power Requirements Study (PRS) as approved by RUS. The peak system load projections were increased slightly to include additional new specific loads that were not anticipated when the PRS was prepared.

The cooperative has an approved Long-Range Plan (LRP) with new load projections and recommendations. NRECC has worked very closely with ENVISON ENERGY SERVICES in developing load projections and assumptions to be made for the construction work plan. All of the construction proposed herein is consistent with the LRP unless otherwise noted and explained.

The cooperative's August 18, 2010 operations and maintenance review, (Review Rating Summary; RUS Form 300), was used to determine construction required to replace physically deteriorated equipment and material, upgrade portions of the system to conform with code or safety requirements, and/or improve reliability or quality of service.

New distribution, transmission, and power supply requirements were considered simultaneously as a "one system" approach for the orderly and economical development of the total system. All of the proposed construction and recommendations herein, relative to power supply and delivery, were discussed and approved by the cooperative's power supplier, East Kentucky Power Cooperative (EKPC).

A complete list of the lines and equipment and their estimated cost, (all based on recent historical data), required to serve new members is developed in Section 1-C. A similar list and cost of necessary service upgrades to existing members is in Section 3.

An analysis, using as a basis RUS guidelines and the design criteria herein, of thermal loading, voltages, physical conditions and reliability was performed on all of the substations, distribution lines, and major equipment of the existing system. Milsoft's WINDMIL (version 7) was used to analyze the distribution circuits during the estimated 2013 winter extreme peak loading period of 226MW.

For each deficiency that was determined, alternate solutions were investigated and economically evaluated so that the most effective construction, if required, could be proposed.

SERVICE AREA & POWER SUPPLY

Nolin Rural Electric Cooperative Corporation, whose headquarters are in Elizabethtown, Kentucky, provides service in the rural areas of two counties and small portions of six counties in the central portion of the state as shown on the following map. The service area is comprised mostly of rolling, forested hills and has two small lakes. NRECC's service area surrounds Elizabethtown and Hodgenville, both of which are served by an investor-owned utility.

Most of the economy of the area is based on commercial industries and agriculture. NRECC has and will continue to serve the moderate growth of new commercial, manufacturing, and residential consumers adjacent to Elizabethtown. However, an industrial park is being proposed in the southern portion of the Hardin County area, served by NRECC, which may have dramatic impact on that portion of the system.

The following data is from NRECC's 12/2009 RUS Form 7:

Number of Consumers in place:	33,864
MWh Purchased:	725,585
MWh Sold:	696,022
Total Utility Plant:	\$90,431,112
Consumers/Mile:	11.84

Eighty-five primary distribution circuits are served from 22 separate distribution transformers and 18 different substation sites. All of the distribution circuits are energized at 7,200/12,470 Volts, grounded WYE. Installed conductor sizes range from #4 ACSR to 366.4 MCM ACSR. Almost all primary construction is overhead with a small percentage of new and existing plants being underground primary. The underground primary ranges in sizes from #2 AL to 500 MCM AL.

East Kentucky Power Cooperative provides all of the power and energy needs to Nolin Rural Electric Cooperative Corporation, plus 15 other distribution cooperatives, by virtue of a standard "all power requirement" contract. EKPC is a RUS financed G&T cooperative with offices in Winchester, Kentucky.

EKPC constructs, owns, operates, and maintains the 23 substations and 69,000-Volt transmission lines, which supply NRECC's distribution system. The substation low-side voltage is 7,200/12,470 Volts, grounded WYE.

SUMMARY OF PROPOSED 3 YEAR CONSTRUCTION WITH COST

CODE	DESCRIPTION	NUMBER OF	AVERAGE	YEAR 1	YEAR 2	YEAR 3	TOTAL
100	NEW DISTRIBUTION LINES						
	OVERHEAD (7.95 miles)	210	\$1,378	\$ 92,750	\$96,460	\$100,170	\$289,380
	UNDERGROUND (73.86 miles)	1950	\$1,910	\$1,112,400	\$1,241,500	\$1,376,900	\$3,730,800
	COMMERICAL SERVICES (1.1 miles)	3	\$21,978	\$21,331	\$21,971	\$22,630	\$65,932
	100 items -SUBTOTAL	81.92 mi		<i>\$1,226,481</i>	<i>\$1,359,931</i>	<i>\$1,499,700</i>	\$4,086,112
	New Project list						
327	CWP ITEM 20_2_ABC (Veterans Way)	1	\$231,221			\$231,221	
328	CWP ITEM 7_5_B (Copeland Road to Store)	0.4	\$38,058		\$15,223		
329	CWP ITEM 7_5_B (Cash Road off Flint Hill)	1.4	\$38,058		\$53,281		
330	CWP ITEM 4_2_B (Keith Road)	3	\$38,058	\$114,174			
331	CWP ITEM 8_4_C (Horn Road/Hardinsburg)	1.8	\$38,058			\$68,504	
332	CWP ITEM 4_3_ABC (Salem Church Road)	2.1	\$161,153		\$338,421		
333	CWP ITEM 22-4-A (Sport Ctr. St. John Rd)	0.9	\$231,221	\$208,099			
	300 items---SUBTOTAL	10.6 mi		<i>\$322,273</i>	<i>\$406,925</i>	<i>\$299,725</i>	\$1,028,924
601	TRANSFORMER & METERS						
	OH TRANSFORMERS	630	1,111	\$226,380	\$233,310	\$240,240	\$699,930
	UG TRANSFORMERS	1386	\$2,009	\$898,128	\$924,924	\$952,644	\$2,775,696
	COMMERICAL TRANSFORMERS	15	\$9,255	\$44,915	\$46,260	\$47,650	\$138,825
	METERS- AMR 3 PHASE	321	\$464	\$48,150	\$49,648	\$51,039	\$148,837
	METERS- AMR	2,250	\$175	\$119,000	\$131,250	\$144,000	\$394,250
	601 items -SUBTOTAL			<i>\$1,336,573</i>	<i>\$1,385,392</i>	<i>\$1,435,573</i>	\$4,157,538
602	SERVICE UP-GRADES WITH WIRE CHANGES	240	\$2,061	\$160,000	\$164,800	\$169,760	\$494,560
603	SECTIONALIZING						-0-
604	VOLTAGE REGULATORS						-0-
605	CAPACITORS						-0-
	POLE REPLACEMENTS						
606	POLES REPLACEMENTS	180	\$2,206	\$132,340	\$132,340	\$132,340	\$397,020
609	POLES REPLACED FOR CODE	420	\$2,206	\$308,840	\$308,840	\$308,840	\$926,520
	<i>[Continued on next page]</i>						

CODE	DESCRIPTION	NUMBER OF	AVERAGE	YEAR 1	YEAR 2	YEAR 3	TOTAL
	<i>[Continued from previous page]</i>						
610	ROAD MOVES -SITES SPECIFIED						
610.1	CWP ITEM 10_2_ABC(Ditto Lane-HWY313)	1.4	\$121,216		\$169,702		\$169,702
610.2	CWP ITEM 20_2_ABC (Rineyville Rd Reloc.)	1.9	\$161,153	\$306,191			\$306,191
610.3	CWP ITEM 20_2_ABC (Rineyville Rd Ext.)	0.7	\$161,153			\$112,807	\$112,807
	610--SUB-TOTAL	4.0 mi		\$306,191	\$169,702	\$112,807	\$588,700
611	LINE RELOCATION- SAFETY OR ACCESS						
611.1	CWP ITEM 9_6_ABC (Centennial Avenue)	1.7	\$161,153			\$273,960	\$273,960
611.2	CWP ITEM 7_5_B (Lee School Road)	2.2	\$38,058		\$83,728		\$83,728
611.3	CWP ITEM 4_2&3_ABC DC - Hodgenville	1.5	\$181,472	\$272,208			\$272,208
	611--SUB-TOTAL	5.4 mi					\$629,896
	610 & 611--SUBTOTAL	9.4 mi		\$578,399	\$253,430	\$386,767	\$1,218,596
615	COMMUNICATIONS						-0-
701	SECURITY LIGHTS	567	\$1,071	\$196,371	\$202,230	\$208,467	\$607,068
704	Load Management						-0-
	TOTAL WORK PLAN						\$12,916,338

BASIS OF STUDY AND PROPOSED CONSTRUCTION

DESIGN CRITERIA

Each of the following design criteria items was reviewed by the RUS General Field Representative on June 1, 2010 and his provisional concurrence was attained.

Construction proposed herein is required to meet the following minimum standards of adequacy for voltages, thermal loading, safety and reliability on the system.

1. Voltage levels on primary distribution lines are to fall between 117 and 126 Volts on a 120 base.
2. The following equipment is not to be thermally loaded by more than the percentage shown on its nameplate rating (winter loading)
 - Power Transformers 130% Winter ; 100% Summer
 - Voltage Regulators 130% Winter ; 100% Summer
 - Auto-Transformer 130% Winter ; 100% Summer
 - Reclosers 100% Winter or Summer
 - Line Fuses 80% Winter or Summer
3. Primary conductors are not to be loaded over 75% of their thermal rating. A case-by-case limit is used for the major tie lines between substations to allow for different back feed situations.
4. Poles and/or crossarms are to be replaced if found to be physically deteriorated by visual inspection and/or tests.
5. Conductors (and associated poles and hardware as required) will be considered for replacement if found to be poor condition, having excessive sag or in need of being changed out on a systematic basis.
6. Primary distribution lines are to be rebuilt and/or relocated if they are found to be unsafe or fail to meet the applicable National Electrical Safety Code clearances.
7. New lines and line conversions to be built according to the standard primary voltage levels as determined after review of the Long Range Plan, present loading and future load growth projection.
8. New primary conductor sizes to be determined on a case-by-case basis using the Economic Conductor Sizing Computer Program and presently valid constants and variables. The final proposed conductor may be modified to conform to the cooperative's standard sized and recommendations of the Long Range Plan.

9. All new primary construction is to be overhead except where underground is required to comply with governmental or environmental regulations, local restrictions or favorable economics.
10. All new distributions lines are to be designed and built according to RUS standard construction specifications and guidelines.
11. System improvements to correct voltage drop and improve phase balance will be made on single and two-phase lines with loads exceeding 50 amps or 70 consumers (based on Operating and Engineering practices).
12. Power factor correction is to be made when the substation power factor decreases below 95% lagging at peak load or 95% leading at minimum load. Power factor corrections with capacitors are to be located for maximum loss reduction with considerations given for voltage improvements.
13. Due to the increased loading of ice and wind in recent years, Nolin will take into consideration (where appropriate) the changes recommended by the Public Services Commission; which include the shorting of spans, heavier pole classes, and additional guying strengths.

(The preceding criteria are used for design purposes only. It is not meant to be inclusive of all criteria that can or should be used in making recommendations for construction work.)

DISTRIBUTION LINE AND EQUIPMENT COSTS

DESCRIPTION	2007-2009 COST/MILE	2011-2013 PROPOSED
SINGLE PHASE OVHD		
#2 ACSR	\$35,904	\$38,058
SINGLE PHASE URD		
#1/0 STR AL 15KV	\$58,869	\$62,401
THREE PHASE OVHD		
#2 ACSR	\$105,864	\$112,216
#3/0 ACSR	\$106,709	\$121,029
#336.4 MCM ACSR	\$142,085	\$161,153
#336.4 MCM AA MOD.	\$140,131	\$158,937
#336.4 MCM ACSR—D.C.	✓ \$160,000	\$181,472
THREE-PHASE URD		
#1/0 STR AL	\$113,512	\$128,745
#4/0 STR AL	\$206,646	\$234,378
#500 MCM STR AL	\$203,863	\$231,221

NOTES:

The cost/mile provided was obtained from a 24-month historical average cost from data in the 219 forms.

✓ No actual projects available adjusted as new construction of 2009 cost.

Increase criteria for next three year period:

- 6% increase contractor labor
- 6% increase Nolin labor
- 7% increase aluminum wire [separation of cost (30% project cost wire, remainder is hardware & labor)]

ANALYSIS OF LONG RANGE PLAN

Nolin Rural Electric Cooperative Corporation has completed a Long Range Plan in 2000 that projected system improvements and load growth through 2020. The study was performed by Hi-Line Engineering from Marietta, Georgia.

The report planned for the development of Nolin RECC's distribution system to a future configuration with the capacity to serve approximately 1.5 times the winter peak load of 1998-1999. The Long Range Plan for the distribution system called for maintaining the current distribution voltages. Five new substations were recommended to be constructed. Tunnel Hill II, Elizabethtown II, and Rineyville are now completed. Tharp II has been recently completed in the year 2009 and incorporated into the system with additional distribution lines.

The Long Range Plan was conducted with the final loading of the Nolin RECC's distribution system being equal to 289.6 MW. The second five-year loading block anticipated a system of peak of 225.6 MW. The highest actual system loading was in the winter of 2008-2009 peaking at 226MW, indicating a very close tracking to the Long Range Plan's system predictions as well as the individual substations. The system is growing with a strong residential and commercial growth with expectations of continued development. The Power Requirement Study for Nolin RECC mirrors a very similar growth pattern to the actual development model.

The Long Range Plan does indicate a new substation to be place in the Valley Creek Area for support of the Hodgenville and Williams Substations. With the advent of substation loading indicated by the Power Requirement Study in demands, compared to Substation KVA ratings of East Kentucky Power, it will be prudent to evaluate this area for maximum benefit of existing line sectionalizing and/or upgrading substations. The loading percentages are, at the close of the proposed work plan, within the maximum allowable demands. The third block of growth in the Long Range Plan will require an evaluation of substation loading for Hodgenville, Kargle, Tharp, Upton and Williams (as noted in the projected Winter & Summer Substation Loading Table). This evaluation will be done within this work plan period to coordinate an expected completion time of the Valley Creek Area Substation construction before a critical peak will be reached.

It is concluded that the Long Range Plan is adequate for this work plan. With the arrival of growth in particular areas and summer peak loading becoming a concern, it would be advantageous to observe the actual growth patterns in relationship to the characteristics presented in the Long Range Plan's distribution of loads for the second block of five year loading.

SECTIONALIZING STUDIES

Nolin Rural Electric Cooperative Corporation performed a study in 2008 and 2009 on independent circuits, which had prominent changes in loading due to growth or line switching. The practice of annually analyzing the over-current coordination of all new or significant changes in circuits is good engineering practice.

Upon closing of individual Construction Work Plan projects a continuous loading efficiency evaluation and a study performed on the OCRs, fuses, and other devices required to adequately protect the circuits due to changes. NRECC will continue a maintenance program that will provide testing or changing approximately one-fourth of the systems OCRs annually.

ANALYSIS OF 2010 OPERATIONS & MAINTENANCE SURVEY

In August 18, 2010, an Operation and Maintenance Survey (O & M Survey) of the NRECC distribution system was conducted. Line and pole inspection records, voltage and current test records, special equipments records, outage records, and a field survey of the underground distribution system comprised the basis for the system analysis and rating.

Transmission lines and distribution substations are owned and maintained by East Kentucky Power Cooperative (EKPC) and has been excluded from the rating process.

In general, the overhead and underground distribution facilities were found to be in satisfactory condition. All of the operations and maintenance, and engineering programs were found to be satisfactory.

It is recommended to continue the program of inspecting approximately 8500 poles per year. The method of inspection is ground patrol and utilizing personnel that are working on mapping projects. It is anticipated that approximately 2 percent of the poles will be found to be physically deteriorated and require replacement. The estimated cycle to inspect all of NRECC's distribution poles is 4 years.

Our system, as well as the surrounding electric systems, experienced two events 2009 that tested our construction beyond the normal design criteria. The ice loading was over a half inch with heavy wind and a second event of intense wind. The weather events posed a comprehensive review of the system inspection, tree trimming and building technology for transmission and distribution lines as well as joint use attachments. The results were reviewed by the Public Service Commission of Kentucky.

NRECC has a program to clear its overhead distribution line rights-of-way on a 5-year cycle. This requires clearing of approximately 500 miles each year by contract tree trimming crews. Due to increased growth of shade trees in urban areas, it is recommended that NRECC evaluate increased tree trimming in these urban areas. An alternate program would be a tree replacement plan for danger trees.

NRECC will continue to work with the telephone and cable television companies to remove poles that have been abandon by the cooperative and still have joint-use-attachments to the old poles.

SUBSTATION LOADING TABLE FOR PEAK MONTHS HISTORICAL & PROJECTED WINTER SEASON

SUBSTATION	TRANSFORMER		WINTER RATING	HISTORICAL		PROJECTED	
	#	KVA SIZE		PEAK KW	LOAD AS A % OF MAX	PEAK KVA	% SUB MAX
COLESBURG	3	5,600	7,900	3,900	49%	4,300	54%
ELIZABETHTOWN I	3	11,200	18,000	10,100	42%	4,400	24%
ELIZABETHTOWN II	1	11,200	15,300	9,400	35%	9,600	63%
GLENDALE	3	10,000	15,700	12,300	72%	11,700	75%
HODGENVILLE	1	11,200	15,600	12,500	68%	12,500	80%
MAGNOLIA	1	11,200	15,600	10,500	59%	10,600	68%
STEPHENSBURG	3	10,000	15,600	11,600	59%	11,900	76%
UPTON	3	4,200	8,300	4,700	57%	5,500	66%
VERTREES	3	10,000	15,700	8,800	49%	8,700	55%
VINEGROVE	3	14,000	18,000	12,400	49%	11,000	61%
RADCLIFF	3	14,000	18,000	12,100	56%	13,000	72%
TUNNEL HILL I	3	14,000	18,000	8,300	36%	8,200	46%
TUNNEL HILL II	1	11,200	17,800	11,800	58%	11,800	66%
THARP I	3	11,200	18,000	14,860	83%	11,100	62%
THARP II (#2)	1	14,000	18,000	4200	83%	4,500	25%
SMITHERSVILLE I	1	14,000	18,000	11,900	57%	12,300	68%
SMITHERSVILLE II	1	14,000	18,000	11,600	46%	10,500	58%
FORT KNOX	1	14,000	18,200	11,900	50%	11,100	61%
KARGLE I	1	11,200	16,100	11,700	82%	11,400	71%
KARGLE II	1	11,200	16,700	10,500	71%	7,800	47%
WILLIAMS	1	11,200	18,100	14,500	70%	14,600	81%
LOGSDON	1	11,200	18,100	6,700	37%	8,700	48%
RINEYVILLE	1	11,200	15,600	9,400	58%	9,800	63%

MAX. PEAK TOTAL

235,660

PEAK TOTAL USED IN CWP FOR SUBSTATIONS 225,000

NOTES:

PROJECTED (extreme) PEAKS FROM THE PRS 2010 DATA .
 HISTORICAL PEAK ARE FROM THE ACTUAL PEAK WINTER
 MONTH NON-CP BILLING FROM EKPC IN THE LAST 11
 YEARS.

SUBSTATIONS THAT EXCEED 80% IN PROJECTED PEAKS
 ARE REVIEWED MONTHLY FOR POTENTIAL ISSUES.

SUBSTATION LOADING TABLE FOR PEAK MONTHS HISTORICAL & PROJECTED SUMMER SEASON

SUBSTATION	TRANSFORMER #	KVA SIZE	SUMMER RATING	HISTORICAL		PROJECTED	
				PEAK KW	LOAD AS A % OF MAX	PEAK KW	% SUB MAX
COLESBURG	3	5,600	5,400	5,800	107%	2,800	52%
ELIZABETHTOWN I	3	11,200	11,200	11,000	98%	5,100	46%
ELIZABETHTOWN II	1	11,200	10,500	7,900	75%	8,100	77%
GLENDALE	3	10,000	10,000	8,400	84%	7,800	78%
HODGENVILLE	1	11,200	10,500	8,300	79%	8,200	78%
MAGNOLIA	1	11,200	10,800	6,700	62%	6,700	62%
STEPHENSBURG	3	10,000	10,500	7,200	69%	8,100	77%
UPTON	3	4,200	4,200	3,400	81%	3,600	<u>86%</u>
VERTREES	3	10,000	10,900	7,200	66%	5,900	54%
VINEGROVE	3	14,000	12,900	9,900	77%	8,900	69%
RADCLIFF	3	14,000	12,900	9,500	74%	8,000	62%
TUNNEL HILL I	3	14,000	12,900	12,100	94%	9,000	70%
TUNNEL HILL II	1	11,200	11,200	8,500	76%	8,700	78%
THARP (1).	3	11,200	11,200	13,500	121%	10,500	<u>94%</u>
THARP (2)	3	11,200	11,200	2,800	25%	3,100	28%
SMITHERSVILLE I	1	14,000	12,800	7,000	55%	7,800	61%
SMITHERSVILLE II	1	14,000	12,800	7,800	61%	7,400	58%
FORT KNOX	1	14,000	12,800	8,600	67%	8,100	63%
KARGLE I	1	14,000	12,900	12,200	95%	11,400	<u>88%</u>
KARGLE II	1	14,000	12,900	13,200	102%	7,000	54%
WILLIAMS	1	11,200	10,900	9,600	88%	10,000	<u>92%</u>
LOGSDON	1	11,200	10,900	6,900	63%	7,100	65%
RINEYVILLE	1	11,200	10,900	5,100	47%	6,000	55%

MAX. PEAK TOTAL 192,600

PEAK TOTAL USED IN CWP FOR SUBSTATIONS 169,300 KW

NOTES: PROJECTED (extreme 20%) PEAKS FROM THE PRS 2010 DATA .
 HISTORICAL PEAK ARE FROM THE ACTUAL PEAK SUMMER MONTH
 NON-CP BILLING FROM EKPC IN THE LAST 11 YEARS.

SUBSTATIONS THAT EXCEED 80% IN PROJECTED PEAKS ARE REVIEWED
 MONTHLY FOR POTENTIAL ISSUES.

HISTORICAL OUTAGES SUMMARY

YEAR	POWER SUPPLIER	MAJOR STORM	SCHEDULE	ALL OTHER	TOTAL
2005	0.4	40.5	0.2	52.2	93.3
2006	0	60.7	0	44	104.8
2007	0	0	0.01	20.2	20.4
2008	0	166.1	0.2	42.2	208.5
2009	1	8636*	0.2	40.6	8677.8
<i>5 year ave.</i>	<i>0.28</i>	<i>1780.66</i>	<i>0.122</i>	<i>39.84</i>	<i>1820.96</i>

Notes:

Data from RUS Form 7 December report and Cooperative records.

*Extreme ice storms in the month of January and a damaging windstorm in the early spring.

HISTORICAL COST REQUIRED TO SERVE NEW MEMBERS & PROJECTIONS FOR FUTURE BY YEAR

	ACTUAL		PROPOSED						TOTAL 3 YEAR PERIOD
	2007-2009 UNITS	2007-2009 \$/UNIT	Units 2011	\$/Unit 2011	Units 2012	\$/ Unit 2012	Units 2013	\$/Unit 2013	
<i>NEW SERVICES</i>									
<i>Under-ground</i>	1460	\$1,800	600	\$1,854	650	\$1,910	700	\$1,967	\$3,730,800
<i>Commercial</i>	20	\$20,710	1	\$21,331	1	\$21,971	1	\$22,630	\$65,932
<i>Over-head</i>	544	\$1,205	70	\$1,325	70	\$1,378	70	\$1,431	\$289,380
<i>TRANSFORMER</i>									
<i>OVER-HEAD</i>	1517	\$1,047	210	\$1,078	210	\$1,111	210	\$1,144	\$699,930
<i>UNDERGROUND</i>	285	\$1,887	462	\$1,944	462	\$2,002	462	\$2,062	\$2,775,696
<i>COMMERICAL 3ph</i>	49	\$8,721	5	\$8,983	5	\$9,252	5	\$9,530	\$138,825
<i>INSTALLED METERS</i>									
<i>3 PHASE-MTR</i>	321	\$82	107	\$450	107	\$464	107	\$477	\$148,837
<i>SINGLE PH. MTR</i>	2106	\$150	700	\$170	750	\$175	800	\$180	\$394,250
<i>SERVICE DROPS</i>									
<i>UPGRADED</i>	180	\$1,723	80	\$2,000	80	\$2,060	80	\$2,122	\$494,560
<i>SECURITY LIGHTS</i>									
<i>SECURITY LIGHTS</i>	518	\$1,009	189	\$1,039	189	\$1,070	189	\$1,103	\$607,068
<i>Deducted 16% of units for street lights</i>									
<i>POLE REPLACEMENTS</i>									
<i>POLE CHANGED AS CODE- 606</i>	486	\$1,380	60	\$2,141	60	\$2,205	60	\$2,271	\$397,020
<i>POLE IMPROVED AS CODE 609</i>	782	\$1,312	140	\$2,141	140	\$2,205	140	\$2,271	\$926,380
<u>'3' YEAR TOTAL</u>					<i>This 3 Year Total excludes 300s, 610s, 611s, & 702 codes that follow this page.</i>				\$10,668,678

NOTE:

*The costs provided are obtained from 24 months of historical average figures from the 219 forms.
Actual '\$/Unit' was inflated by a reasonable amount per year for escalation to the 'Proposed Cost'.
The low physical count of single connections is a reflection of the multi-family units, which had one contact point to service several consumers.*

**REQUIRED LINE CONSTRUCTION
ITEMS IN DETAIL FOR:**

300's

610's

611's

&

700's

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2013
CFR CODE:	327
CWP ITEM NUMBER:	9_6_ABC
ESTIMATED COST:	\$231,221
GENERIC NAME:	Veterans Way URD

DESCRIPTION OF PROPOSED CONSTRUCTION

Conversion of a single phase #4 ACSR line [20_2 starting at PROH13233] to a URD 500mcm feeder for a new development and road relocation named Veterans Way. The length of the construction project is 5000' (1 mile).

REASON FOR PROPOSED CONSTRUCTION

The new development is within the boundary of Elizabethtown and is required to have all new construction underground by city zoning. The #4 ACSR will not be able to carry the expected 5MW load.

RESULTS OF PROPOSED CONSTRUCTION

Project will adequately serve the new development and meet the city zoning requirements of underground facilities.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

The option of upgrading an adjacent line or construction of a substation proved to be too costly.

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2012
CFR CODE:	328
CWP ITEM NUMBER:	7 5 B
ESTIMATED COST:	\$15,223
GENERIC NAME:	Copeland Road to Store

DESCRIPTION OF PROPOSED CONSTRUCTION

Conductor conversion of a single phase #4 ACSR line [7_5_B starting at PROH200178] to a #2 ACSR. The project will run about 10 spans along Copeland Road from Flint Hill Road. The length of the construction project is 2,300' (.4 mile).

REASON FOR PROPOSED CONSTRUCTION

The line has reflected an area of long outages and frequent conductor failures. The #4 ACSR is deteriorated with long spans and the voltage drop for this area is of minimal standard.

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved serve and reliability. The larger wire develops a better capacity of back feed capability and balance of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2012
CFR CODE:	329
CWP ITEM NUMBER:	7 5 B
ESTIMATED COST:	\$53,281
GENERIC NAME:	Cash Road (off Flint Hill)

DESCRIPTION OF PROPOSED CONSTRUCTION

Conductor conversion of a single phase #4 ACSR line [7_5_B starting at PROH200005] to a #2 ACSR. The length of the construction project is 7,500' (1.4 mile).

REASON FOR PROPOSED CONSTRUCTION

The line has reflected an area of long outages and frequent conductor failures. The #2 ACSR will provide additional strength to longer spans and improve the voltage drop for this area..

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved serve and reliability. The larger wire develops a better capacity of back feed capability and balance of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2011
CFR CODE:	330
CWP ITEM NUMBER:	4 2 B
ESTIMATED COST:	\$114,174
GENERIC NAME:	Keith Road

DESCRIPTION OF PROPOSED CONSTRUCTION

Conductor conversion of a single phase #4 ACSR line [7_5_B starting at PROH189194] to a #2 ACSR. The length of the construction project is 15,800' (3 mile).

REASON FOR PROPOSED CONSTRUCTION

The line has reflected an area of long outages and frequent conductor failures. The #2 ACSR will provide additional strength to longer spans and improve the voltage drop for this area..

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved serve and reliability. The larger wire develops a better capacity of back feed capability and balance of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2013
CFR CODE:	331
CWP ITEM NUMBER:	8 4 C
ESTIMATED COST:	\$68,504
GENERIC NAME:	Horn Road <i>off Hardinsburg Road</i>

DESCRIPTION OF PROPOSED CONSTRUCTION

Re-conductor of a single phase #2ACSR line [8_4_C starting at PROH189360] to a #2 ACSR. The length of the construction project is 9,500' (1.8 mile).

REASON FOR PROPOSED CONSTRUCTION

Horn Road has multiple long taps feeding the area which has reflected an area of long outages and frequent conductor failures. Consolidating the main feeder will shorten outage time, will provide shorter spans and improve the voltage drop for this area..

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved serve and reliability. The configuration develops a better capacity of back feed capability of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2012
CFR CODE:	332
CWP ITEM NUMBER:	4_3_ABC
ESTIMATED COST:	\$338,421
GENERIC NAME:	Salem Church Road Conversion

DESCRIPTION OF PROPOSED CONSTRUCTION

Conversion of a three phase #2 ACSR line [4_3_ABC starting at PROH920] to a #336.4 ACSR. The length of the construction project is 11,500' (2.1 mile).

REASON FOR PROPOSED CONSTRUCTION

The line has reflected an area of long outages and frequent conductor failures. The #4 ACSR will provide additional strength to longer spans and improve the voltage drop for this area..

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved serve and reliability. The larger wire develops a better capacity of back feed capability and balance of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

NEW CONSTRUCTION ITEM—LINE CONVERSION

YEAR:	2011
CFR CODE:	333
CWP ITEM NUMBER:	22_4_A
ESTIMATED COST:	\$208,099
GENERIC NAME:	Sport Center -St. John Road

DESCRIPTION OF PROPOSED CONSTRUCTION

Convert conductor and conversion of a Single phase #4 ACSR line [22_4_A starting at PROH31041] to a URD #500 MCM Three phase circuit. The length of the construction project is 4,900' (.9 miles).

REASON FOR PROPOSED CONSTRUCTION

The line will serve a new development of complex of several football, baseball, other athletic fields which will have a heavy volume of vehicles and pedestrians traffic. The underground will provide adequate service for the new load and less conflict with high mast lighting installation and maintenance of fields.

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level and the existing line is upgraded to newer wire for improved serve and reliability. The larger wire develops a better capacity of back feed capability and balance of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

The option of upgrading an adjacent line or construction of a substation proved to be too costly.

CODE **610** SECTION - DETAILS

NEW CONSTRUCTION ITEM—LINE CONVERSION —FOR ROAD MOVE

YEAR:	2012
CFR CODE:	610.1
CWP ITEM NUMBER:	10_2_ABC
ESTIMATED COST:	\$169,702
GENERIC NAME:	Ditto Lane Section of Highway 313

DESCRIPTION OF PROPOSED CONSTRUCTION

Re-conductor and conversion of a three phase #3/0 ACSR line [10_2_ABC starting at PROH42261] to a #336.4 MCM ACSR. The length of the construction project is 7,500' (1.4 mile). Environmental evaluation of the project area was completed in the State Transportation Division of Highways, and is on file with the highway road plans.

REASON FOR PROPOSED CONSTRUCTION

The area served by this line has a high density of new homes and is in the high growth area where Highway 313 is being built. The highway construction required modification of the facilities.

NEW CONSTRUCTION ITEM—LINE CONVERSION – FOR ROAD MOVE

YEAR:	2011
CFR CODE:	610.2
CWP ITEM NUMBER:	20_2_ABC
ESTIMATED COST:	\$306,191
GENERIC NAME:	Rineyville Road Relocated1600

DESCRIPTION OF PROPOSED CONSTRUCTION

Re-conductor of a three phase #4/0 ACSR line [20_2_ABC starting at PROH29612] to a #336.4 MCM ACSR. The length of the construction project is 10,000' (1.9 mile). Environmental evaluation of the project area was completed in the State Transportation Division of Highways, and is on file with the highway road plans.

REASON FOR PROPOSED CONSTRUCTION

The #336.4 MCM ACSR will provide additional strength to longer spans and improve the voltage drop for this area. The area served by this line has a high density of new homes and is in the high growth area where Highway #1600 is being built. The highway construction required modification of the facilities.

NEW CONSTRUCTION ITEM—LINE CONVERSION— FOR ROAD MOVE

YEAR:	2013
CFR CODE:	610.3
CWP ITEM NUMBER:	20_2_ABC
ESTIMATED COST:	\$112,807
GENERIC NAME:	Rineyville Road Extended 1600

DESCRIPTION OF PROPOSED CONSTRUCTION

Re-conductor and conversion of a three phase #3/0 ACSR line [20_2_ABC starting at PROH195947] to a #336.4 ACSR. The length of the construction project is 3,700' (.7mile). Environmental evaluation of the project area was completed in the State Transportation Division of Highways, and is on file with the highway road plans.

REASON FOR PROPOSED CONSTRUCTION

The area served by this line has a high density of new homes and is in the high growth area where Highway #1600 is being built. The highway construction required modification of some of the facilities.

CODE **611** SECTION DETAILS

NEW CONSTRUCTION ITEM—LINE CONVERSION – FOR RELOCATION

YEAR:	2013
CFR CODE:	611.1
CWP ITEM NUMBER:	14 4 ABC
ESTIMATED COST:	\$273,960
GENERIC NAME:	Centennial Avenue

DESCRIPTION OF PROPOSED CONSTRUCTION

An existing three phase #3/0 ACSR line is converted to three phase 336.4 ACSR line identified as starting with PROH196223. The length of the construction project is 9000' (1.7 miles).

REASON FOR PROPOSED CONSTRUCTION

The voltage drop at the end of the furthest point will be improved as calculated to above 118 Volts at the projected kW growth. The line construction replaces old 3/0 ACSR wire and poles for a new more reliable feed. The line will be relocated out of a dense tree growth area to an easier accessed road right of way and fence line.

RESULTS OF PROPOSED CONSTRUCTION

The three-phase configuration provides a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved serve and reliability. The larger wire develops a higher capacity of back feed between Vine Grove Substation and Fort Knox Substations.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

The option of upgrading an adjacent line did not provide the same benefits and would have been a longer route.

NEW CONSTRUCTION ITEM—LINE CONVERSION— FOR RELOCATION

YEAR:	2012
CFR CODE:	611.2
CWP ITEM NUMBER:	7_5_B
ESTIMATED COST:	\$83,728
GENERIC NAME:	Lee School Road

DESCRIPTION OF PROPOSED CONSTRUCTION

Re-conductor and pole change of a single phase #4 ACSR line [7_5_B starting at PROH196227] to a #2 ACSR. The length of the construction project is 11,200' (2.2 mile).

REASON FOR PROPOSED CONSTRUCTION

The line has reflected an area of long outages and frequent conductor failures. The #2 ACSR will provide additional strength to longer spans and improve the voltage drop for this area. The line will be relocated out of a dense tree growth area to an easier accessed road right of way and fence line.

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level; the voltage is corrected to above 118 Volts; and the line is upgraded to newer poles and wire for improved service and reliability. The larger wire develops a better capacity of back feed capability and balance of phases.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

NEW CONSTRUCTION ITEM—LINE CONVERSION— FOR RELOCATION

YEAR:	2011
CFR CODE:	611.3
CWP ITEM NUMBER:	4_1_ABC
ESTIMATED COST:	\$272,208
GENERIC NAME:	D.C. Hodgenville Sub

DESCRIPTION OF PROPOSED CONSTRUCTION

Conversion of a Single Circuit three phase #3/0 ACSR line [4_1_ABC starting at PROH7482] to a Double Circuit #336.4 ACSR. The length of the construction project is 8,000' (1.5 mile).

REASON FOR PROPOSED CONSTRUCTION

The line has reflected an area of long outages and frequent conductor failures. The wind and ice storms of previous years has demonstrated the cross country route to be troublesome and difficult to maintain. The spacer cable has proved to be a better option for service in this type area.

RESULTS OF PROPOSED CONSTRUCTION

This configuration can provide a better balance of phases at the substation level and line is upgraded to newer poles and wire for improved serve and reliability. The spacer cable wire develops a more reliable back feed capability and balance of phases for substations.

ALTERNATE CORRECTIVE PLANS INVESTIGATED

No other option of upgrading was investigated because of the terrain and heavy rocky soil would have made the cost to expensive.

CASE NO: 2010-00518

CONTAINS
LARGE OR OVERSIZED
MAP(S)

RECEIVED ON:

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