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BY: PUBLIC SERVICE COMMISSION MANAGER

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1. SCOPE

This schedule of Rules and Regulations is hereby made a part of all contracts for electric service received from Salt River Electric Cooperative Corporation, hereinafter referred to as the Cooperative, and applies to all service received, whether such service is based upon a contract, agreement, signed application or otherwise.

Regulations are on file at the Cooperative's offices and can be obtained from Cooperative personnel. All rules and regulations shall be effective as long as they are accepted by the Public Service Commission.

- A. No Prejudice of Rights- Failure by the Cooperative to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.
- B. Conflict- In case of conflict between provisions of any rate schedule and the schedule of rules and regulations, the rate schedule shall apply.
- C. Revisions- These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval by the Cooperative's Board of Directors and the Public Service Commission. Such changes, when effective, shall have the same force as the present rules and regulations.
- D. Service Area- The Cooperative furnishes electric power supplied in portions of Bullitt, Nelson, Spencer, Washington, Jefferson, Shelby, Anderson, Mercer, Marion and LaRue Counties and such other areas as approved by the PSC.
- E. Continuity of Service- The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electrical power and energy, but if such a supply recedent or be interrupted or become defective through an ast refunded, or the public enemy or by accident, strikes, or labor puble, or by action of the elements, or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

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Date of Issue September 1, 1992

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FOR ENTIRE AREA SERVED

RULES AND REGULATIONS

F. Specific Cooperative Responsibility-

- Information- The utility shall, on request, give its customers or prospective customers such information as is reasonably possible in order that they may secure safe, efficient and continuous service. The utility shall inform its customers of any change made or proposed in the character of its service which might affect the efficiency, safety, or continuity of operations.
- II. Change in Character of Service- Prior to making any substantial change in the character of the service furnished, which would affect the efficiency, adjustment, speed or operation of the equipment or appliances of any customer, the utility shall obtain the approval of the Commission. The application shall show the nature of the change to be made, the number of customers affected, and the manner in which they will be affected.
- III. Type, Class and Character of Service Information-The utility shall inform each applicant for service of each type, class, and character of service available at his location. Classification for consumers accounting purposes is in accordance with prescribed REA Manual of Accounts.
- IV. Obtaining Easements and Right-of Way- An applicant for service shall be responsible for providing rights of way and/or easements on applicant's own land. Consumers are to use their best efforts to secure rights of way and/or easements on or across adjoining land. Cooperative shall take such legal action as shall be necessary in order to secure easements across those properties where the owners will not voluntarily consent to the same.
- Cooperative Inspection of Service Conditions prior V. to Providing Service- It shall be the BLAGGER WIGHTON Cooperative before making service connection of MENTUCK new consumer to ascertain the condition of the Green's and service facilities for such consumer in order that prior fraudulent use of facilities, if any, will not pope

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attributed to the new consumer and the new consumer shall be afforded the opportunity to be present at such inspection. The Cooperative shall not be required to render service to such consumer until all defects in the consumer-owned portion of the service, if any, has been corrected. If a defect exists and service is denied for this reason, when the cause for refusal or discontinuance has been corrected and the utilities tariffed rules and commission regulations have been met, the Cooperative shall reconnect existing service within twenty-four (24) hours, and shall install and connect new service within seventy-two (72) hours.

VI. Special Rules or Requirements- The Cooperative shall not establish any special rule or requirement without first obtaining the approval of the commission upon proper application. A customer who has complied with commission regulations shall not be denied service for failure to comply with the utility's rules which have not been made effective in the manner prescribed by the commission.

VII. Employee Identification- Any employee of the Cooperative whose duties require him or her to enter the customer's premises shall wear distinguishing uniform or insignia identifying him/her as an employee of the Cooperative, or carry on his/her person a badge or other identification which will identify him as an employee of the Cooperative the same to be shown upon request.

VIII. Services Performed for Members- The member shall have the right to select person or persons to make repairs and/or perform service on the member's equipment or property. If the Cooperative performs same, charges will be based on rate of time and materials used by the Cooperative on a non-tariffed basis.

IX. Use of Cooperative Property- No consumer or third party may attach or affix to any of the BUSE COMMISSION poles or equipment any hardware, appurtenances of the Editor of the cooperative.

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- X. Primary Metering- At any time the Cooperative finds it is more desirable, it may at its own option and expense, install primary metering equipment. The consumer will own and operate all facilities past the metering point.
- XI. Inspection- In keeping with 815 KAR 7:020 (16b), the Cooperative shall not initiate new permanent electric services until the required certificate of approval has been issued by a Certified Electrical Inspector as required by local and state laws.
- XII. Display of Customer Rights- The Cooperative shall prominently display in each office in which payment is received, a summary, to be prepared and provided by the commission, of the customer's rights. If a customer indicates to any Cooperative personnel that he is experiencing difficulty in paying a current utility bill, that employee shall refer the customer to the designated representative for explanation of the customer's rights.

XIII. Voltage Fluctuations Caused By Members or Consumers-Electric service must not be used in such a manner as to cause unusual fluctuation or disturbances to the distribution system. The Cooperative may require the member or consumer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuation.

XIV. System Inspection- It shall be the policy of the Cooperative to make systematic inspections of its system for the purpose of complying with the Energy Regulatory Commission's rules as per 807 KAR 50:015 Section 22.

(a) Frequency

(1) At intervals not to exceed the Commission electric lines operating at voltages Enforcess than sixty-nine (69) KV (including instructors, conductors and supporting facilities) are to be inspected for damages, defects, deteriorations and compliance with applicable codes.

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- (2) At intervals not to exceed one (1) year all utility buildings are to be inspected for compliance with safety codes.
- (3) At intervals not to exceed three (3) months all construction equipment is to be inspected for defects, wear and operational hazards.
- (4) On receipt of a report of a potentially hazardous condition made by a qualified employee, public official, or consumer, or inspection of all portions of the system which are the subject of the report.
- (b) Method of Inspection
 - (1) Routine line patrolling shall be by one or more of the following methods:
 - Walking lines...The "walking of lines" shall be performed by a qualified personnel during which time visual inspection will be made of poles, lines, hardware, right-of-way, etc., sounding of poles and structures will also be made to for deterioration, decay check damage.
 - b.) Patrolling by Vehicle...Patrolling by vehicle may be made by qualified personnel in instances where vehicles can be driven close enough to allow visual inspection of poles, lines and hardware.
- PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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c.) <u>Helicopter Patrolling</u>...Patrolling by helicopter may be used to visually inspect poles, lines and hardware.

d.) Contract Crews...Performing work (right-of-way clearing, pole treatment, construction, etc.) are instructed to

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
BY: SERVICE COMMISSION MANAGER

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Date Effective October 1, 1992

Title General Manager

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report on any damages observed.

- (2) Spot Inspection will be made by qualified personnel at the work site prior to new construction, conversion, or maintenance work.
- (3) Special Inspection Special Inspection will be made by qualified personnel:

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

a) Upon report of a potentially hazardous condition;

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- b) At the request of a joint use party;
- c) Of utility building and construction equipment as required; or,
- d) At any other time deemed necessary by the company.

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

BY: FASILE PUBLIC SERVICE COMMISSION MANAGER

(c) Records- Appropriate records shall be kept at all times to ensure that the necessary inspections have been made, the frequency of inspection is adequate, that deficiencies have been noted, and corrective action taken.

XV. Removal of Inactive Facilities- The Cooperative reserves the right to remove any facilities which have been inactive for a period of twenty-four (24) months or more. The removal of this property will be for the purpose of returning it to inventory for reuse in order to protect the facilities from damage, vandalism, and to reduce the overall plant investment for our members.

G. Specific Customer Responsibility/Liability

I. Consumer's Liability- The consumer shall assume full responsibility for service upon his premises at and from the point of delivery thereof, and for wires, apparatus, devices and appurtenances thereon used in connection with service. Consumer shall indemnify, save harmless and

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	Name of Officer

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Title General Manager

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defend the Cooperative against all claims, demands, cost or expenses for loss, damages, or injury to person or property in any manner directly or indirectly arising from, connected with, or growing out of the distribution or use of current by consumer at or on the customer's side of point of delivery.

Protection of the Cooperative's Equipment- The II. consumer shall protect the equipment of the Cooperative on his premises and shall not interfere with or alter or interference with or alterations Cooperative's meter, or other property except by duly authorized representative of the Cooperative.

For any loss or damage to the property of the Cooperative due to or caused by or arising from carelessness, neglect, vandalism, or misuse by the consumer or other authorized person, the cost of the necessary replacement and repairs shall be paid for by the consumer.

III. Point of Delivery-

- (a) Approval shall be obtained from the Cooperative as to the proper location for a service entrance.
- Service entrance will be located on the of the building exterior nearest to the Cooperative's lines. Members desiring the service entrance on any building at a location other than that closest to the Cooperative's lines, additional estimated cost of special such construction as may be found necessary shall be borne by the member, and such cost shall be paid in advance before service can be connected.
- (c) New service entrance BUBLICLS SERVICE COMMISSION and underground shall be installed GinkENDENTdance with both the National Electric Code CNECTIVE nd National Electric Safety Code (NESC), and the Cooperative shall not connect until the required certification of approval has been issued by a Certified

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

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Title General Manager

Date of Issue September 1, 1992

SALT RI	VER ELECTRIC	COOP. CO	RP. P.S.	C. No.	10	
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		RULES AND	REGULATIONS			

Electrical Inspector at the expense of the customer.

- (d) The Cooperative reserves the right to require a certified electrical inspection for any existing service which has been inactive for a period of six (6) months or more.
- IV. Point of Service (or delivery) The point of service or delivery shall be that point where the facilities of Cooperative join the member's facilities, irrespective of the location of the meter. All wiring and equipment beyond this point shall be supplied and maintained by the member. The member will, however, notify the Cooperative of any proposed changes in his equipment or wiring which materially increases or decreases load so the Cooperative may check its equipment to make certain it will accommodate the member's load requirements.
- V. Right to Access- The Cooperative shall at all reasonable hours have access to meters, service connections, and other property owned by the Cooperative and located on the consumers premises for the purpose of installation, meter reading, operation, replacement, removal, testing, making necessary adjustments and repairs, placing, locating, building, constructing, operating, relocating, rebuilding, improving, enlarging, extending, and maintaining from its wires, poles, anchors and other necessary or pertinent parts and property. Meters shall be located at a site designated by Cooperative personnel. Meters shall not be placed inside building or structures or enclosed porches. When a

PUBLIC SERVICE COmmission of the refuses of neglects to provide reasonable access
OF KENTUCKY for any of the above reasons but not limited to these,
the utility may terminate or refuse service. Such action
shall be taken only when corrective action negotiated
between the utility and customer has failed to resolve
JAN 11 199 the situation and after the customer has been given at

least ten (10) days' written notice of termination mailed PURSUANT TO 807 KAB 5:00 therwise delivered to the last known address of the SECTION 9 (1) customer. The termination notice shall be in writing,

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BY:	SERVICE COMMISSION MANAGE	R
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Date Effective October 1, 1992

Title General Manager

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Date of Issue September 1, 1992

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distinguishable and separate from the bill. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

VI. Standard Nominal Voltages- The standard nominal voltages for single and poly-phase service throughout the distribution system are as specified below: availability of a service voltage(s) is contingent upon existing service voltage(s) and other system parameters.

Single-Phase	(Volts)
120/240	3-wire
120/208	Network System
240/480	3-wire
7.2 KV	Primary Metered Voltage
Three-Phase	(Volts)
120/208	4-wire Wye
240	3-wire Delta
240	120/240 4-wire Delta Lighting
480	480/277 4-wire Wye Lighting
7.2/12.47 KV	Primary Metered Voltage

VII. Non-Standard Service- The member or customer shall pay for the cost of any special installation necessary to meet his requirements for service at other than standard voltage, or for the supply of closer voltage regulation than required by standard practices.

VIII. Notice of Trouble- The consumer shall give immediate notice at the office of the Cooperative of any interruptions or irregularities or unsatisfactory service and of any defects known to the consumer. The Cooperative may, as it deems necessary, suspend supply of electrical service to any consumer or consumers for the purpose of making repairs FRANCE COMMISSION improvements upon any part of its system. OF KENTUCKY

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FOR

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IX. Separate Meter For Each Service- The Cooperative will normally furnish a single meter at the point of connection to the consumer's premises. Any consumer desiring service to two (2) or more separately metered points of connection to the system shall be billed separately at each point and registration of such meters shall not be added together for billing purposes. Only one residence may be served from each meter location.

The Cooperative may deny a consumer additional meter locations if in its opinion service can be rendered more effectively and economically from one meter location.

X. Reconnection Charge- When service has been disconnected at the consumer's request and the Cooperative is requested to reconnect to the same member at the same location, a twenty dollar (\$20.00) reconnect fee will be charged. All reconnections made under this provision must be made during regular working hours.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 11 1993

PURSUANT TO 807 KAR 5:011.

Date of Issue October 7, 1992 Date Effective October 78 4992 Service commission Manager

Name of Officer

SECTION 9 (1)

PUBLIC SERVICE COMMISSION MANAGER
Title General Manager

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SALT	RIV	ER ELE	CTRIC	COOP.	CORP.	P.S.	C. No.	10	<u></u>
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FOR

ENTIRE AREA SERVED

Community. Town or City

2. FILINGS AND POSTINGS

A. Rules and Regulations- A copy of these rules and regulations, together with a copy of the Cooperative's schedule of rates and charges, shall be kept open for inspection at the offices of the Cooperative.

B. Reports-

- I. Report of Meters, Customers, and Refunds-Reports on prescribed Commission forms shall be made on a periodic basis and/or as required by the Commission.
- II. Report of Terminations for Non-Payment of Bills- The Cooperative shall report annually the number of residential accounts terminated for non-payment. This report shall be filed no later than August 15 and cover the period ending June 30.
- III. Other Reports- Other reports will be furnished to the commission as required.
- C. Record and Report Retention- All records and reports shall be retained in accordance with the uniform system of accounts, unless otherwise notified.
- D. Posting of Office Hours- The utility shall post and maintain regular business hours and provide representatives available to assist its customers.
- E. Available Telephone Numbers- The utility shall publish the telephone number in all service areas, and shall permit all customers to contact the utility's designated representative without charge. Each new member shall be mailed a listing of phone numbers. Phone numbers displayed on the customer's billing card may also serve as publication.
- F. Designated Representatives- The PND ESTAGE COMMISSION esignate a minimum of one (1) representative to be a support to answer customer questions, resolve disputes and FFF COMMISSION partial payment plans at the utility office. The designated

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Date of Issue September 1, 1992

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ENTIRE AREA SERVED

Community, Town or City

representative shall be knowledgeable of the Commissions's regulations regarding customer bills and services and shall be authorized to negotiate and accept payment plans.

The designated representative(s) will be available during the established working hours of not fewer than seven (7) hours per day, five (5) days per week, excluding holidays.

The chief executive officer of the Cooperative shall be required to certify each year the training of utility personnel assigned to counsel persons presenting themselves for utility service. Annual training is hereby defined as an annual review of Commission regulations and policies regarding Winter Hardship and disconnect regulations, Cabinet for Human Resources policy and programs for issuing Certificates of Need, and the utilities policies regarding collection arrears repayment plans, budget billing procedures, and weather/health disconnect policies. Certification is defined as written notice to the Commission by no later than October 31 of each year identifying the personnel trained, the date training occurred, and that the training met the requirements of this section.

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

BY: SERVICE COMMISSION MANAGER

Date of Issue September 1, 1992
Issued By Name of Officer

Date Effective October 1, 1992

Title General Manager

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3. AVAILABILITY OF SERVICE

- A. Members and Prospective Members in Good Standing- Services shall be available to all members of the Cooperative as specified in the tariff sheets and classifications of service.
- B. Delinquent Members/Delinquent Prospective Members-
 - I. The Cooperative shall deny service to any applicant who is a member of a delinquent household when the prior customer continues to reside in the household and uses the service. If the application is accepted before the facts are established, the membership of the applicant will be canceled and the deposit, if any, applied to the applicant's account.
 - II. When a consumer's service is disconnected at one location and then connected at another location, the balance due at the original location may be transferred to the account of the new location. The service to the new location may then be disconnected after proper notice if the customer becomes delinquent in his payment of the original balance.
 - III. Landlords with good credit cannot be denied service in the name of the landlord at their rental property because of a delinquent bill owed by a former tenant even when the new tenant is a delinquent customer of the utility.
 - IV. Likewise, a tenant with good credit cannot be denied service because of a prior delinquency incurred by a former tenant or the landlord at that address.
 - V. The Cooperative may not terminate previously existing service to a non-delinquent utility customer because that customer allows a delinquent customer customer customer allows a delinquent customer of KENTUCKY
 - VI. The Cooperative may not terminate service at a non-delinquent address where a customer has more than one account; however, a utility may certy be to an

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				SECTION 9 (1)	
Date of Issue	October 7, 1992	Date	Effective	October/7/1992	
Issued By	Long 12. Wangs	11	Title PUBLIC	SERVICE COMMISSION WANAGER	
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applicant for service because of a delinquency at another address.

ENTIRE AREA SERVED

VII. Where husband and wife are involved, even though separated, if they shared equally in the benefit of the service, regardless of whether or not he/she signed a contract for service, each are responsible for the bill.

VIII. The Cooperative shall reserve the right to refuse service to any applicant indebted to the Cooperative for any reason.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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

PUBLIC SERVICE COMMISSION MANAGER

Date of Issue September 1, 1992

Date Effective October 1, 1992

Title General Manager

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Name of Officer

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4. APPLICATION FOR ELECTRIC SERVICE

- A. Membership- Membership in the Cooperative shall be evidenced by an "Application for Service" form and a \$25.00 membership fee. A membership certificate or other suitable evidence may be issued after the application has been approved by the Board of Directors. When applicable, the prospective consumer must sign a contract pertaining to their particular service before service is supplied by the Cooperative. At the time of application for service, the consumer shall furnish his/her social security number, phone number, permanent address and place of employment.
 - Joint membership shall be defined as two or more adults living in the same household and they shall be considered to hold a joint membership when all sign for A member and spouse shall be considered as holding a joint membership regardless of whether one or both sign the application for service and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. In cases where an adult moves into the household, the existing member may request that an additional name be added to billing records by completing a new membership application where both sign as Applicant All rights and liabilities of the new additional customer will be established upon completion of this application. It is also understood that the addition of any new names shall give that person the right to ownership of existing capital credits already established in the existing's customer's name.
 - II. Applicant # 1 shall indicate how the account will be billed. In the case of death, a spouse indicated as applicant # 2 may apply for capital credit due the estate of applicant # 1 if both spouses have individually signed as applicant # 1 and applicant #2. If both names are specified as applicant # 1, then both must be declared in order for the estate to collect capital credits. No other accounts listed either as persons or establishments may receive capital credit except as Adeline 3 by a general retirement of capital credit.

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Date of Issue September 1, 1992

Issued By Name of Officer

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Title General Manager

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III. Either applicant # 1 or applicant # 2 may vote or register for the other at the annual meeting and in all cases shall never have more than one vote regardless of the number of services; however, the Cooperative must be able to determine that applicant # 2 has equal rights and liabilities of membership based on the records of the Cooperative.

- IV. Husband and wife may sign for the other in the other's absence; however, the failure of either to actually sign in person shall not constitute a waiver of rights of the Cooperative or exemption of liabilities to the Cooperative.
- V. The application for service for businesses, corporations, partnerships, or any recognized community, state, or commercial endeavor shall be signed by a qualified agent of the company or organization. The Cooperative reserves the right to require a personal guarantee for any non-residential customer.
- VI. Failure to return or provide the Cooperative with the completed application or membership fee may result in the disconnection of service after 10 days written notice of termination. Such action shall be taken only when corrective action negotiated between the utility and customer has failed to resolve the situation and after the customer has been mailed the notice which is distinguishable and separate from the bill. The termination notice shall be mailed or otherwise delivered to the last known address of the customer and shall plainly state the reason for termination. It shall also state that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.
- VII. A membership may be transferred by the member to another location upon request to retain membership in the Cooperative if placing service in the UNICATE RYGENCOMMISSION OF KENTUCKY

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Date of Issue September 1, 1992

Issued By Name of Officer

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BY: Title General Manager
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VIII. Upon the death of either spouse, such membership shall be held solely by the survivor, provided however, the Estate of the deceased shall not be released of any debts due the Cooperative.

- IX. Upon the legal divorce of husband and wife, membership may be retained by one party upon joint agreement and written consent by the non-resident spouse whose signature is notarized or by a final court order. Any debts due the Cooperative prior to conversion from a joint membership shall be borne by both parties.
- X. The membership fee will be applied to the final billing if not transferred to an existing account to establish membership or transferred in the case of death to the spouse, or in case of an written notarized consent statement from the non-resident spouse in the case of a dissolution of marriage or pursuant to a final order of the Court.

B. Deposit

I. A cash deposit or other guaranty to secure payment of bills may be required from any member or prospective applicant requesting service connection or reconnection. In all cases, if the prospective applicant has had prior service with Salt River Electric, the Cooperative's credit history will take precedence over any other credit history or credit report if the member's account is not in good standing with the Cooperative as defined by the Cooperative's definition of a good credit nistory regardless of the elapsed time since the customer has received the Cooperative's service. When there has been a substantial change in usage, a consumer deposit may be required after connection. If the customer bankruptcy proceedings while a member of the Cooperative, a deposit will be required within twenty (20) days upon notification of the bankruptcy proceedings; any existing deposit at the customer's account which is to be finaled under the bankruptcy proceedings will be WENCE COMMENTON OF KENTUCKY

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final bill. The method of determining the amount of cash deposit may differ between classes of customers, but shall be uniform for all customers within the same class.

The amount of deposit shall be:

- (a) Customary Service...... \$ 100.00 Shall include but not limited to houses, mobile homes, apartments, temporary services for permanent residences.
- (c) Greater than 37.5 KVA transformer shall be 2/12 of a year's estimated billing as determined by Engineering.
- (d) Extraordinary Service.........\$ 50.00 Shall include but not limited to camps, seasonal services, temporary services to be used for construction only, flat rate security lights where a meter does not serve location, low usage.
- IV. Possible Waiver from Paying Deposit (service with the Cooperative during last 18 month period) - Under the following conditions, a prospective applicant may apply for a waiver of the consumer deposit:
 - (a) Has established an acceptable credit history with the Cooperative for twelve(12) months within the previous eighteen (18) months; this interpretation shall mean that a prospective applicant may combine locations to establish the twelve (12) month period but may not combine locations for more than one account properties commission period of time. In all cases, the twelve most recent months where the applicant has received billings; this waiter will be interpreted also that in circumstances JAN 11 1993

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where the applicant has or previously has had multiple accounts that meet the criteria designated in this paragraph, all accounts listed in the applicant's name shall be considered before the waiver of the deposit is granted based on the twelve most currently billed months within the eighteen (18) month period. In all cases the service must be placed in the same name before the waiver will be granted. A consumer deposit will be required for failure to meet the above criteria.

- (b) A voluntary or service agency or organization providing service or services in behalf of any recognized state or local government or community shall be exempt from paying a consumer deposit with disregard to the preceding paragraph.
- III. Other Possible Waivers- Prospective applicants outside of the eighteen month grace period above or prospective new applicants may be exempted from a consumer deposit by:
 - (a) providing a current (current shall be defined as dated within the twelve (12) most recent months) and acceptable "Letter of Good Credit Reference" from a utility (utility shall be defined as light, power, water, or phone); or
 - (b) securing a guarantor who is presently a member of the Cooperative with an established current twelve (12) month acceptable (defined as: no more than two (2) late payments, paid with a cold check; or have been disconnected for non-payment) credit history who agrees in writing, properly notarized, to be responsible for any debts incurred by the applicant should the applicant become delinquent. This acknowledgment shall be indicated by the guarantor's signature on a form or application for service form provided by the Cooperation for service form provided by the Cooperation shows an attachment to the membership sheet Kentucky be indicated also by a code both to the application may be

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released from the obligations of this acknowledgement after 12 months of uninterrupted good credit history of the prospective applicant as The above shall not prevent disconnect for non-payment for the delinquency of the account; or

- (c) providing proof of payment in the previous twelve (12) months where the account has been listed in a name other than the applicant, during which time the account indicates an acceptable credit history as defined by the Cooperative; or
- (d) authorization is provided in writing by the applicant to perform a credit review of their payment history through a credit reporting bureau. Applicant agrees that the exemption or denial of exemption will be based entirely Cooperative's determination of their credit history and that the actual costs of providing this credit check will be borne by the applicant; or
- (e) by transfer of the consumer deposit, existing, to the ex-spouse through a court order or a written notarized consent form provided by the Cooperative and signed by the non-resident existing spouse because of the dissolution of marriage.
- by qualifying for reconnection under the quidelines established by the PSC in regard to Winter Hardship Reconnection, a deposit will not be required.
- IV. Accounts disconnected for non-payment at any time after connection for any reason shall not be exempted from the waiver of the consumer deposit experience commission deposit is in existence at the location or as provided by law. **EFFECTIVE**

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V. An acceptable credit history means that, during the time specified the member must not have made more than two (2) late payments, has not paid with a cold check, filed bankruptcy proceedings within the last seven (7) years or has not been disconnected for nonpayment.

VI. Interest will be paid on all sums held on deposit at the rate of 6 percent annually. Interest, as prescribed by KRS 278.460 (rate prescribed by law) beginning with the date of deposit, will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer.

VII. Refunds of all deposits- shall be made under the following conditions:

- (a) Upon the request of discontinuation of service for which the deposit was made by the consumer, (any unpaid bills shall be deducted from the deposit).
- (b) Upon the annual anniversary of the payment of said deposit during which the member has established an acceptable credit history as defined by the Cooperative in its rules and regulations.
- (c) Upon discontinuation of service for which the deposit was made for any reason, (such as nonpayment of bills). Any unpaid bill shall be deducted from the deposit.

VIII. If the Cooperative retains a deposit for more than eighteen (18) months—a recalculation of the deposit amount will be made upon request by the consumer. Notification will be made to the customer through the receipt of deposit that the deposit may be recalculated the receipt of deposit that the deposit may be recalculated the receipt will state that if the previous (12) months. The receipt will state that if the deposit on account differs by more than ten (\$10.00) from 2/12 of the actual billing for residential customents in prog3

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by more than ten (10) percent from 2/12 of the actual billing for the previous 12 months for non-residential customers, then the utility shall refund any over-collection and may collect any underpayment.

- (a) The Cooperative shall not be required to refund any excess deposit if the consumer's bill is delinquent at the time of request.
- (b) Upon request by the customer, a recalculation of a consumer deposit will be made only once each eighteen (18) months based on the actual kwh usage of the customer.
- (c) If a residential deposit is recalculated in accordance with the above and meets the requirements of a refund, the consumer shall first return the original certificate of deposit to the Cooperative in exchange for a new, accurate certificate. If the original certificate has been lost or is otherwise unavailable, the consumer shall sign the duplicate certificate maintained at the Cooperative's facility to verify the change of deposit amount, for future reference.

IX. Failure to Comply with tariffed Deposit Requirements—A prospective customer for good cause as determined by the Cooperative may be permitted to mail the deposit after the Cooperative connects service. Failure to then follow the agreed arrangement will result in the termination of service only after the customer has been given at least ten (10) days written termination notice of the intent of termination mailed or otherwise delivered to the last known address of the customer. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill and that the customer has the right to dispute the reason of KENTUCKY EFFECTIVE

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5. BILLING

Billing cycles are established so that each meter will be billed on a monthly basis corresponding with the date of the monthly reading, so as to be flexible to allow various billing cycles. The consumer will be billed for approximately 30 days of service each month. Payment of bills and or disconnection of accounts for any reason shall be administered according to Kentucky Administrative Regulations unless herein stated in the Cooperative's Rules and Regulations. Failure to receive the bill will not release the consumer from payment obligation.

- A. Late Payment Penalty- A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any penalty received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.
- B. Taxes- Pursuant to the authority vested in KRS 139.210 there shall be added to the bill of all applicable subscribers, the sales and usage tax imposed by KRS 139.200. The utility gross receipts license tax for schools authorized by KRS 160.613 shall be added to all applicable subscribers' bill in accordance with KRS 160.617, which authorizes a rate increase for the school tax. Any other taxes may be added as required by law.
- C. Meter Reading Responsibility- Cooperative read meters will be billed based on the monthly reading of the Cooperative. Exception to the monthly reading may be taken by the Cooperative for meters using a twelve (12) month average of less than 501 kwh when the reason is justified by the Cooperative; these meters may then be read once each six months by the Cooperative. Meters using greater than a 500 kwh per month average in a 12 month period may be estimated and then read once each quarter when the Cooperative determines there is a justifiable cause. Just PERIOSEN COUNTRION be defined as but not limited to: camps, signs KENTICK ther

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buildings or dwellings which cause the meter location to decelerate the reading of the route. Source documents shall be maintained by the Cooperative on all exceptions.

If the Cooperative is unable to read the meter <u>due to reasons</u> beyond its control, it shall record the date and time the attempt was made, if applicable, and the reason the If arrangements Cooperative was unable to read the meter. are made to read the member's meter outside the normal meter reading process, the member will be charged \$27.25 for a special meter reading visit. A \$27.25 reading charge may be assessed only once per billing period. If arrangements cannot be made between the member and the Cooperative, the Cooperative may discontinue service after giving a ten (10) written notice of the intent of termination mailed or otherwise delivered to the last known address of the customer. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

- D. Customer Request for Reading of Meter- If a customer requests that a meter be reread, and the second reading shows the original reading was correct, a \$27.25 fee may be assessed to the customer. No charge shall be assessed if the original reading was incorrect.
- E. Information on Bill- Each bill for utility service issued shall clearly show the following, if applicable: class of service; present and last preceding meter readings; date of the present reading; number of units consumed; meter constant, if any; net amount for service rendered; all taxes; any adjustments; and the gross amount of the bill. The date after which a penalty may apply to the gross amount shall be indicated. Estimated or calculated bills shall be distinctly marked as such. The rate schedule under which the bill is computed shall be printed on the bill. Registration of each meter shall read in the same units as used for bill is the conversion factor is shown on the billing form. OF KENIUCKY EFFECTIVE

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Date of Issue October 7, 1992 Date Effective October 7, 1992

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G. Meter Reading Variations-

- I. Monitoring Usage- The cooperative utilizes two computer printouts to flag unusual deviations in a consumer's usage.
 - (a) Daily: after the daily unloading of the meter processors used to record on-site customer readings, a report is generated which provides the Cooperative with the following flags: (1) a reading entered as a five-digit reading where a four-digit meter is installed; (2) A reading which would generate a bill for over 8,000 kwh for an account with a four dial meter and over 15,000 for an account with a five-dial meter; (3) a reading which is lower than the previous month's reading; (4) meters showing zero (0) or under one hundred (100) kwh consumption/usage; (5) inactive meters with consumption.
 - (b) After all routes for the individual cycle have been read and just before the actual billing, a prebill high-low report is generated which again searches and flags any high-low exceptions which would cause a bill to be generated 99% higher or 50% lower than the average usage of the three preceding months or the corresponding year ago.
 - (c) Immediately following each of these reports, an evaluation of the deviance is made; a determination will be made at this point whether to send the cooperative representative back to the location to recheck the reading, or whether to estimate the reading based on previous history and data until the next reading is obtained at the scheduled monthly reading date of the member's meter.
 - (d) If a customer's usage is unduly high and the deviation is not otherwise explained pectuation cooperative shall test the customer's meter at its expense to determine whether the meter shows an JAN 11 1993

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average error greater than two (2%) fast or slow.

- H. Incorrect Billing- Whenever it is determined that a consumer has been incorrectly billed for any reason, other than a meter which was registering incorrectly due to being out of tolerance or in an instance where the Cooperative has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a consumer, the Cooperative shall immediately attempt to determine the period during which the error has existed. The consumer's bill for the period during which the error is known to have existed shall be recomputed, and the account adjusted to give a refund or collect an additional amount of revenue from the underbilled.
- I. Failure of Meter to Register- In the event a member's meter should fail to register, the member shall be billed from the date of such failure based upon the level of consumption at that same time period the year before or some other equitable basis if he was not on service for the same time period in the year before or if the level of consumption for the same time period the year before does not properly reflect the estimated usage at the time the meter did not register.
- J. Current Diversion or Unauthorized Usage of Any Property of the Cooperative- The Cooperative may recover any costs that it estimates to be necessary to recover the service that has been rendered from the customer, person or persons, where unauthorized usage or consumption has been obtained. This shall include, but not be limited to, estimated kwh usage that has been consumed, all replacements and repairs, the cost of inspection, investigation, and protective installation. In addition, anyone caught tampering with Cooperative equipment will be held liable under Kentucky Statute 514.060 which reads...that if caught, penalties range from \$500 and five years in prison for a Class "A" misdemeanor to \$10,000 and five years for Class "D" felony.

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Service may be terminated to a customer without advance notice if the Cooperative has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the utility shall senso

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written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission. This right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The utility shall not be required to restore service until the customer has complied with all tariffed rules of the utility and laws and regulations of the commission.

K. Meter Testing- Before being installed for use by any customer, the meter shall be tested and in good working order and adjusted as close to optimum operating tolerance as possible. Each and every watt-hour meter installed by the Cooperative on the consumer's premises shall be tested periodically according to PSC regulations without charge to the consumer. The Cooperative may elect to test a meter at the Cooperative's expense if there is an unexplainable deviance in current. Any other request for meter test shall be complied with by the Cooperative only if the consumer agrees to pay the appropriate meter test fee as listed in this section. Such request test may not be made more frequently than once each twelve (12) months to the utility. After first having attained a test through the Cooperative's designated testing agency, any customer of the utility may request a meter test by the Commission upon written application. Such request may not be made more frequently than once each twelve (12) months.

If a meter tests more than 2% slow or 2% fast, the meter test fee will be returned to the customer or applied to the billing if the customer has paid for the test fee; any additional underbilling or overbilling will be adjusted to the consumer's account based on the Public Service Commission's rules and regulations.

The Commission regulations 807 KAR 5:006 Section 10 SERVICE COMMISSION If test results on a customer's meter show an average FERTUCKY greater than (2%) fast or slow, or if a customer has incorrectly billed for any other reason, except in an instance where a utility has filed a verified complaint with 1 the 993

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Title CENGRAPING COMMISSION MANAGER

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appropriate law enforcement agency alleging fraud or theft by a customer, the utility shall immediately determine the period during which the error has existed, and shall recompute and adjust the customer's bill to either provide a refund to the customer or collect an additional amount of revenue from the underbilled customer. The utility shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If the customer and the utility are unable to agree on an estimate of the time period during which the error existed, the commission shall determine In all instances of customer overbilling, the the issue. customer's account shall be credited or the overbilled amount refunded at the discretion of the customer within thirty (30) days after final meter test results. A utility shall not require a customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

Meters tagged as special, current diversion, and other special conditions of concern to the cooperative shall be held for a period of at least eight (8) weeks before the recalibration after the first meter test is performed by the Cooperative's testing agency. This is to permit the customer to request additional tests or until the accuracy of the meter is resolved. While no time period has been indicated by the PSC, this time period has been established by the Cooperative to conform to PSC regulation 897 KAR 5:041, Section 15 (3) which provides that metering equipment shall be tested upon complaint and when suspected in error. 807 KAR 5:041, Section 17 (1)(b) further requires that when a meter is tested on complaint "additional test runs should be made and care exercised to insure that any trouble with the meter will be Additionally, KRS 278.210 permittel SERVICE COMMISSION customer to have any meter tested, at his own expended the **EFFECTIVE** commission.

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If a meter is tested and it is found necessary to make a refund or back bill a customer, the customer shall be notified in substantially the following form:

On	19	the meter bearing
identification no.	installed	in your building located
at	_(street and number) and	(city) was
tested at		lsewhere) and found to
register	(percent fast or slow).	The meter was tested
on	(periodic, request, co	mplaint.)
Based upon this, we	herein	_(charge or credit) you
with the sum of \$, which am	ount has been noted on
your regular bill.	If you desire a cash refun	d, rather than a credit
to your account, o	f any amount overbilled,	you must notify this
office in writing w	thin seven (7) days of the	he date of this notice.

Meter Test Fees:

Single-Phase Residential Meter \$16.00 Three Phase Self-Contained Meter \$40.00

Three-Phase Self-Contained Meter

with Demand \$46.00

Field Test of Meter (Meter requiring instrument transformers)

\$72.50

- L. Usage Investigation If an investigation of a customer's usage is necessary other than current diversion, the utility shall notify the customer in writing either during or immediately after the investigation of the reasons for the investigation, and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, the Cooperative shall notify the customer by the most expedient means available.
- M. Customer Complaints to the Utility- Upon complaint to the utility by a customer at the utility's office, by telephone or in writing, the utility shall make a prompt and complete investigation and advise the complainant of its findings. The utility shall keep a record of all written complaints concerning its service. This record shall show the name and address of the complainant, the date and nature the complaint, and the adjustment or disposition of the complaint.

JAN 11 1993

Date of Issue October 7, 19	92 Date Effective	October 7, 1992
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Name of Officer

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

BY: PUBLIC SERVICE COMMISSION MANAGES

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ENTIRE AREA SERVED

RULES AND REGULATIONS

Records shall be maintained for two (2) years from the date of the resolution of the complaint. If a written complaint or a complaint made in person at the utility's office is not resolved, the utility shall provide him with the address and telephone number of the commission. If a telephone complaint is not resolved, the utility shall provide at least oral notice to the complainant of his right to file a complaint with the commission and the address and telephone number of the commission.

If a customer's usage is unduly high and the deviation is not otherwise explained, the utility shall test the customer's meter at the Cooperative's expense to determine whether the meter shows an average error greater than two percent (2%) fast or slow.

N. Disputes Pending-

Customer accounts shall be considered to be current while the dispute is pending as long as the customer continues to make undisputed payments based upon the indicated normal kwh history usage as determined by the Cooperative and the customer stays current on subsequent billing.

> **PUBLIC SERVICE COMMISSION** OF KENTUCKY EFFECTIVE

> > JAN 11 1993

PURSUANT TO 807 KAR 5:011.

SECTION 9 (1)

Date Effective October 1,

Name of Officer

Date of Issue September 1, 1992

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MEMBER PAYMENT-EXTENSION OF TIME

- A. Partial Payment Plan- The Cooperative shall negotiate and accept a reasonable partial payment plan at the request of the residential customer who has received a termination notice for failure to pay by the due date; has appeared in person or their agent at one of the Cooperative's offices before the scheduled cutoff date and signed a negotiated agreement; is not delinquent under a previous partial payment plan; and understands that service may be immediately disconnected without further notice should the customer fail to follow the agreement as mutually agreed upon between the customer and the The Cooperative shall negotiate an agreement Cooperative. with the customer even if the customer has failed to abide by a prior agreement, if that agreement has now been paid in full.
- B. Certificate of Need from Department for Social Services-Upon written certification from the Department of Social Insurance issued at one of its offices or the office of its designate, a consumer who is eligible for energy assistance under the department's guidelines or is certified as being a genuine financial need, defined as any household with gross income at or below 130% of the poverty level, and who has been issued a 10 day notice between November 1 and March 31, and who presents such notice to the Department for Social Insurance, shall be allowed thirty (30) days beyond the termination date provided such certification is delivered to the cooperative during the initial ten (10) day notice period by the applicant in person, by his or her agent, by mail, or by a telephone call from an employee of the Department for Social Insurance. As a condition of the thirty (30) day extension, the customer shall exhibit good faith in paying his indebtedness by making a present payment in accordance with his ability to do so. The thirty (30) day period shall begin to run at the end of the 10th day of the ten (10) day period.

When the customer exhibits good faith by offering the common of the customer exhibits good faith by offering the customer exhibits good faith and the customer exhi present payment commensurate with his or her ability (FCKENTUC) and by agreeing to a repayment schedule which would permentally

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consumer to become current in the payment of his or her electric bill as soon as possible, but no later than the next October 15, the Cooperative will accept a partial payment plan.

The Cooperative shall not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents a certificate to the utility certified by the Kentucky Cabinet for Human Resources (or its designee) that the customer is eligible for the Cabinet's Energy Assistance Program or whose household income is at or below 130 percent of the poverty level.

- Winter Hardship Reconnection- The Cooperative reconnect service to a residential consumer who has been previously disconnected for nonpayment of bills prior to application for reconnect, and who applies for reconnection of service during the months from November through March when the consumer or his or her agent,
 - I. Presents a certification of need from the Cabinet for Human Resources, Department for Social certification that a referral weatherization services has been made if such service is available; (Certificate of Need for Reconnection: Federal and statewide energy assistance programs are administered by the Kentucky Cabinet for Human Resources, Department for Social Insurance. A customer who is eligible for energy assistance under the department's guidelines or is certified as being in genuine financial need, which is defined as any household with gross income at or below percent of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from the utility) obtaining (Weatherization Program: Customers certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered for Human Resources referring provision and acceptance of weatherization services is

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Date of Issue September 1, 1992

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contingent on the availability of funds and other program quidelines. Weatherization services include, but are not limited to, weather-stripping, insulation, and caulking) and

- II. Pay 1/3 of his or her outstanding bill or \$200.00 whichever is less; and
- III. Agrees to a repayment schedule which would permit the consumer to become current in the payment of his or her electric bill as soon as possible but no later than the next October 15 provided, however, that if, at the time of application for reconnection the consumer has an outstanding bill in excess of \$600.00 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with his or her ability to pay, then such plan shall be accepted. In addition to payment of current charges, the repayment schedule shall provide an option to the customer to select either one (1) payment of arrearages per month or more than one (1) payment of arrearages per month.
- IV. The Cooperative shall not require a new deposit from a customer whose service is reconnected due to subsection C. of this section.
- V. Customers qualifying for reconnection shall be exempt from the reconnect charge.
- D. Medical Certificates Presented by the Customer- If a medical certificate is presented, service shall not be terminated for thirty (30) days beyond the termination date if physician, registered nurse or public health officer aggravate a debilitating illness or infirmity of the Service will premises. The cooperative men affected service will selected the cooperative men affected the service will be service will select the cooperative men affected the service will be serviced to the cooperative men affected the service will be serviced to the serviced tof premises. The cooperative may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan. For customers presenting Annechiques certificates, the Cooperative shall negotiate partial payment

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

Date Effective Octobe Y: 1

Tile General Manager

Date of Issue September 1, 1992

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plan based upon the customer's ability to pay, requiring accounts to become current not later than the following October 15. Such plans may include, but are not limited to, budget payment plans and plans that defer payment of a portion of the arrearage until after the end of the heating season through a schedule of unequal payments. The cooperative shall not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the utility a medical certificate in writing by a physician, registered nurse or public health officer. The Cooperative, upon notification of the medical debilitation will mail by certified letter a statement of receipt of the medical notification and state the allowance of a thirty day extension period along with information of the Cabinet for Human Resource's ombudsman number for possible financial assistance if available.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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

SECTION 9 (1)
BY: Strong stable

PUBLIC SERVICE COMMISSION MANAGER

Date of Issue September 1, 1992

Issued By Name of Officer

Date Effective October 1, 1992

Title General Manager

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7. BILLING OPTIONS EXTENDED TO THE MEMBER-

- A. Normalized (Budget) Billing: Normalized/budget billing is available to all <u>residential consumers</u> who have lived at their present location for one year and who have an average monthly bill of at least thirty dollars (\$30.00) and sign an agreement for such billing.
 - I. The normalized payment plan for each account is determined by:
 - (a) Totaling the past twelve 12) months' KWH and determining an average KWH usage for this period of time; and
 - (b) Deriving the current revenue figure from the average KWH and adding or subtracting any fuel charge, security light charges, taxes, if applicable; and
 - (c) The budget amount is then carried to a dollar amount. This amount will become the monthly payment for the account; and
 - (d) Each month the 12th month is dropped and the current month added, thereby maintaining a "rolling" twelve (12) month current average, and avoiding the need for a catch-up month.
 - II. The consumer agrees to pay the budgeted amount on or before the delinquent date indicated on the bill each month. Failure to do so may void the agreement and the total balance, if any will be due and payable.
- B. Bank Drafts- Customers may elect to pay their monthly bills through the cooperative's bank draft plan which requires a copy of the member's deposit slip in order to obtain bank routing numbers and the member's banking account number The member may enter the plan at any time or request removal them the plan at any time. The member will continue to receive a monthly statement which indicates the amount billed and the bill will state that the account has been paid through the

Date Effective October 1, 1992SECTION 9 (1)

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PUBLIC SERVICE COMMISSION MANAGE

Date of Issue September 1, 1992

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draft. The member agrees that each payment shall be the same as if it were a check or withdrawal personally signed and authorized by the member.

If at any time while the member is enrolled in the Automatic Bank Draft Plan, a financial institution advises this Cooperative that payment cannot be made due to insufficient funds, account closed, or any other condition which the member has direct control, the Plan will be terminated. If the condition is determined to be the fault of the financial institution, with the Cooperative advised in writing by the financial institution, the member will be immediately restored to the plan.

- C. Third Party Notice Authorization A cooperative member may authorize any person or organization so designated to receive an exact copy of his/her cutoff notice, if the member is delinquent. This third party notice is intended as a service to the elderly or bedridden member who might forget to pay their electric bills, or because of their illness are unable to handle their financial affairs. This extra notice does not mean that the third party must pay the bill. It is merely a notification to the third party that there is a payment now delinquent of the second party (the member) so that the third party might take steps in assisting the second party avoid interrupted service due to scheduled cutoff.
- D. Extension of Time for Senior Citizens, Disability Cases-The Cooperative will permit a senior citizen or an individual who has a disability and is on a fixed income consisting of a monthly government disbursement to extend his delinquent date without penalty. This does not exempt the customer from disconnection for non-payment at his normal cutoff date if payment has not been received. Proof of eligibility must be provided by the member through the completion of a form obtained at the Cooperative office which requires the member's signature to be notarized.

PUBLIC SERVICE COMMISSION

E. Credit Card Payment- the Cooperative will offer of SENEGERY

card payment plan to its consumers as an alternate method with

paying their electric bills, membership fee, deposit, line

costs, or electrical material sales. Currently, MasherGards

Date Effective October 1, 1992 01

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FOR	ENTIRE	AREA	SERVED
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and Vista are the only two cards accepted. A "multi-part" draft form is completed for each payment. A service fee of 4% to 2% on a declining scale based on the utility bill is charged to the customer. This fee is not collected by the Cooperative, but by Comdata, the service agency. There is no charge to the Cooperative for this service. The Cooperative receives immediate payment upon deposit.

F. Automatic Transfer of Name from Tenant to Owner- An owner may request that a location or locations be automatically transferred to his/her name upon request for disconnection or for disconnection for nonpayment upon the delinquency of the tenant. This indication will be evidenced in writing listing the meter numbers requested and the service location so requested. Any bills resulting from the automatic transfer authorization will remain the owner's responsibility after change from the tenant's name to the owner.

If an automatic transfer is made to the owner because of the delinquency of the tenant, the owner must immediately make arrangements to pay any membership fee, deposit or deposits or any additional fees required to change the service to their If the owner does not make the necessary arrangements of payments and fees, if due, service will be disconnected after ten (10) days written notice of termination mailed or otherwise delivered to the last known address of the customer. The notice shall plainly state the reason for termination and that the owner has the right to dispute the reasons for termination.

Failure to react to the requirements of this plan may cause future arrangements to be denied to the owner.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

> > JAN 1 1 1993

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

Elman Halle PUBLIC SERVICE COMMISSION MANAGER

Date of Issue September 1, 1992

Title General Manager

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8. DISCONTINUANCE AND/OR REFUSAL OF SERVICE

- A. Customer's Request for Termination of Service- Any member desiring service discontinued or changed from one address to another shall give the Cooperative three (3) working days notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions. The customer shall not be responsible for charges for service beyond the three (3) day period if the customer provides reasonable access to the meter during the notice period. If the customer notifies the utility of his request for termination by telephone, the burden of proof is on the customer to prove that service termination was requested if a dispute arises.
- B. Advance Termination Notice- When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason of termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.
- C. Refusal or Discontinuance of Service- The Cooperative may refuse or discontinue to serve an applicant or consumer under the following conditions:
 - I. For non-compliance of its rules and regulations. However, the Cooperative shall not discontinue or refuse service to any customer or applicant for violations of its rules and regulations without first having made a reasonable effort to induce the customer or applicant to comply with the rules and regulations as filed with the Public Service Commission. After such effort on the part of the Cooperative, service may be disconnected or refused only after the member shall have prepared manifeston least ten (10) days written notice of such of prepared on mailed to the last known address of the customer trive the termination notice shall plainly state the reason for termination, that the termination date will not be JAN 11 1993

Date of Issue September 1, 1992

Date Effective October 1, 1992

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affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

- II. When a dangerous condition is found to exist on the member's or applicant's premises, the service shall be disconnected without notice or refused, provided that the Cooperative notifies the customer or applicant immediately of the reason for the discontinuance or refusal in writing and, if possible, orally of the reasons for the termination or refusal, and the corrective action to be taken by them before service can be installed or restored. Such notice shall be recorded by the utility along with the corrective action for future reference.
- III. When a consumer or applicant refuses or neglects to provide reasonable access to the premises for the purpose of installation, operation, meter reading, maintenance or removal of the Cooperative's property, the Cooperative may discontinue or refuse service only after the customer or applicant shall have been given at least ten (10) days written notice of such intention, delivered to the last known address of the customer. The termination notice shall plainly state the reason for the termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.
- IV. The Cooperative shall not furnish service to any applicant when such applicant is indebted to the Cooperative for service furnished until such applicant shall have paid such indebtedness.
- V. Except in instances where a dangerous condition exists or when otherwise ordered by a government positive residence concerns of the continue service to applicate if the customer or applicant does not promptly with state, municipal or other codes, rules and regulations applying to such service after giving ten (10) days written notice mailed to the last known address

PURSUANT TO 807 KAR 5:011,

Date of Issue September 1, 1992

Issued By Name of Officer

Date Effective October: 1, 1992

Date Effective October: 1, 1992

Title General Manager

October: 1, 1992

PUBLIC SERVICE COMMISSION MANAGER

Title General Manager

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of the customer. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

VI. For non-payment of bills. However, the Cooperative shall not discontinue service to any member for nonpayment of bills (including late charges) without first having made reasonable effort to induce the member to pay The customer shall be given at least 10 days written notice, but the cut-off shall not be effective for 27 days after the mailing date of the original bill. The termination notice to residential customers shall include written notification to the customer of the existence of local, state and federal programs providing the payment of utility bills under certain conditions, and of the address and telephone number of the Department for Social Insurance of the Cabinet for Human Resources to contact for possible assistance. The telephone number of the Cabinet for Human Resource Ombudsman may be sufficient for the entire service area. Such termination notice shall be exclusive of and separate from the original bill.

D. Collection of Delinquent Accounts - A twenty dollar (\$20.00) charge will be assessed when the Cooperative representative makes a trip to the premises of a customer for the purpose of terminating service. The charge may be assessed if the utility representative actually terminates service or if, in the course of the trip, the customer pays the delinquent bill The charge may also be made if the to avoid termination. utility representative agrees, after approval by Cooperative office, to delay termination based on the customer's agreement to pay the delinquent bill by a specific The utility may make a field collection trip charge only once in connection with any billing period. This shall not limit the Cooperative's right to assess chaptons RVAGE COMMISSION services, such as return check charges, etc. OF KENTUCKY **EFFECTIVE**

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PURSUANT TO 807 KAR 5:011 .

Date of Issue October 7, 1992 Date Effective: October 7, 1992

Name of Officer

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- E. Disconnect for Non-Payment Charge/Reconnection- In the event a member is disconnected for non-payment of a delinquent account and requests reconnection during regular working hours, a \$20.00 reconnection service call charge shall be collected in advance. After regular working hours, there will be a special charge in the amount of \$50.00 for reconnection. Total amount shall therefore, be \$40.00 during working hours and \$70.00 after hours (amount includes a \$20.00 disconnect fee).
- F. Checks Returned- Unhonored by Bank- There will be a \$10.00 charge for any check returned to the Cooperative by a bank for any reason. A return check shall be considered as non-payment of a bill and will immediately be sent for collection without additional notice should account already be subject to disconnect.

The Cooperative shall have the right to refuse to accept checks in payment of an account from any consumer that has demonstrated poor credit risk by having two (2) or more checks returned unpaid from a bank for any reason. The Cooperative may not accept a check to pay for and redeem another check or accept a two (2) party check for cash payment of an account.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 11 1993

PURSUANT TO 807 KAR 5:01:1. SECTION 9 (1)

BY: GLOCAL STATE OF THE PUBLIC SERVICE COMMISSION MANAGET

Date of Issue October 7, 1992 Date Effective October 7, 1992

Issued By Seogle Wanter

Title General Manager

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RULES AND REGULATIONS

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9. COOPERATIVE/PSC REGULATIONS REGARDING SERVICE CONNECTIONS

SALT RIVER ELECTRIC COOP.
NAME OF ISSUING CORPORATI

A. Temporary Service- A member or consumer requesting temporary service may be required to pay all cost of constructing, removing, connecting, and disconnecting service. The facilities that are temporary in nature, such as for construction contractor, saw mills, oil wells, carnivals, fairs, camp meetings, etc., will be provided to consumers making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit, (amount to be determined by the Cooperative) for estimated KWH usage. Upon termination of temporary service the payment paid on estimate usage will be adjusted to the actual usage and either a refund or additional billing will be issued to such temporary member or consumer.

A member or consumer requesting a temporary service for construction of a permanent facility may be required to pay all cost of construction and connection of said service. Any payment required shall be refunded in accordance to the line extension policy for permanent residences if, in fact, the temporary service is replaced by a permanent facility. Temporary service used for such construction may be only utilized for a period not to exceed six (6) months after which time the service will be disconnected unless a written extension of time is obtained from the Cooperative.

The Cooperative will as an option provide a temporary meter assembly for construction purposes provided the member or contractor pays for the actual costs of providing said service.

B. Line Extension to Mobile Homes-

I. All extensions up to 300 feet from the nearest facilities shall be made without charge, except for any charges required by the Cooperative for all consumers.

II. In counties requiring mobile home PUBLIC SERVICE COMMISSION consumer shall provide a certificate of approval from the county for the mobile home before construction shall begin.

JAN 11 1993

Date of Issue September 1, 1992

Date Effective October 1, 1998 CTION 9 (1)

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Name of Officer

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III. All required fee charges and advances shall be paid before construction begins, and the mobile home must be set in place before service can be extended.

IV. The consumer shall install, or pay to have installed, his own trailer pole and it shall meet the requirements of the National Electric Safety Code as set forth in 807 KAR 5:041, Section 3. As an option the Cooperative will provide the service of setting a meter pole provided that the member reimburses the Cooperative the actual expense of performing such service.

V. For extensions greater than 300 feet and less than 1000 feet from the nearest facility, the Cooperative will charge an advance equal to the reasonable cost incurred by it for that portion of that service beyond 300 feet in addition to any other charges required by the Cooperative for all consumers.

VI. The above advance shall be refunded to the consumer over a four (4) year period in equal amounts for each year the service is continued and the refund advance date begins with the first billing date.

VII. If the service is disconnected for a period of sixty (60) days or should the mobile home be removed and another not take its place within sixty (60) days or be replaced by a permanent structure, the remainder of the advance shall be forfeited.

VIII. No refunds shall be made to any consumer who did not, or was not required to make the advance at the time of construction.

IX. For extensions which are greater than 1000 feet the provisions, as stated in subsection B (V), apply to the first 1000 feet. For that portion of the linguogramical commission feet the Cooperative will charge the consumer theorems that construction for that portion of service beyond feet is subject to refund as follows:

JAN 11 1993

PURSUANT TO 807 KAR 15:011.

Date of Issue September 1, 1992

Issued By

Name of Officer

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Each year for a period of not less than ten (10) years, which shall be the refund period, the Cooperative shall refund to the customer or customers who paid for the excessive footage the cost of 1000 feet less the cost of the new line extension for each additional customer connected during the year whose line is directly connected to the extension installed and not to extensions or laterals therefrom. For each consumer connected the utility shall refund to the consumer who paid for the extension that portion over 1000 feet but not to exceed the cost of 1000 feet per consumer. In no case shall the refund exceed the total cost of this portion in excess of 1000 feet of the extension.

X. All mobile home meter poles shall be wired and inspected according to the National Electric Code (NEC) and shall be wired and inspected at the expense of the consumer. As an option, the Cooperative will provide the service of wiring a meter pole assembly provided that the member reimburses the Cooperative for the actual expense of performing such work. The customer will still be required to provide for the inspection of his service prior to connection.

XII. Any consumer who puts up a trailer line extension deposit and replaces his trailer with a permanent residence which is connected directly to the line for which the deposit was made, shall be refunded his deposit upon terms and conditions of the line extension policy for permanent residences.

C. Line Extensions to Permanent Residences (under 1000 feet)—
An extension of 1000 feet or less shall be made by the
Cooperative to its existing distribution line without charge
for a prospective customer who shall apply for and agree to
use the service for one year or more and provides guarantee
for such service. The "service drop" to the PHOUSERTICE CONTINUENCY in
the foregoing measurement.

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PURSUANT TO 807 KAR 5:011.

SECTION 9 (1)

Date Effective Octobe

Title General Manager

Date of Issue September 1, 1992

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D. Line Extensions to Permanent Residences (Over 1000 feet)-

- I. When an extension of the Cooperative's line to serve a member or group of members amounts to more than 1000 feet per member, the total cost of the excessive footage over 1000 feet per member shall be deposited by the applicant or applicants based on the average estimated cost per foot of the total extension.
- II. Each member receiving service under such extensions will be reimbursed under the following plan:

Each year for a period of not less than ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the member or members who paid for the excess footage the cost of 1000 feet less the cost of the new line extension for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid the Cooperative. After the end of the refund period, no refund will be required.

III. The member must grant an easement to the Cooperative to take off the original line extension.

E. Line Extensions to Commercial Customers-

- I. Single Phase Line Extensions shall be made under the same guidelines as described in Items 9C and D as stated previously.
- II. Three Phase Line Extensions shall be made for commercial and industrial customers requesting such, based upon the estimated revenue to be received during the first one (1) year. Three phase line extensions will be made at no cost for any member whose ictivate commercial whose cost exceeds the cost of construction. For extensions whose cost exceeds the estimated revenue, theremember shall deposit the difference with the Cooperative and sign an agreement for electric service.

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III. For three-phase extensions the refund as described in II above will only be made if the additional members connected are three-phase consumers. The normal line extension for three-phase consumers shall only be from existing 3-phase distribution lines. (2-phase line extensions shall be considered as three-phase.)

- F. Line Extension for Residential or Commercial Development-An applicant desiring an extension to a proposed real estate subdivision shall be required to pay the entire cost of the extension. If a deposit is made, the amount deposited shall be refunded to the applicant over a ten (10) year period under the following conditions:
 - I. Each year for a period of not less than ten (10) years the utility shall refund to the applicant who paid for the extension a sum equivalent to the cost of 1000 feet of the extension installed for each additional permanent residential or commercial customer connected during the year, but in no case shall the total amount refunded exceed the amount paid to the utility. After the end of the refund period from the completion of the extension no refund will be required to be made.
 - II. All right-of-way must be cleared by the developer, to the satisfaction of the Cooperative before the construction begins.
 - III. The developer/owner must provide required easements to the Coop. to take off the original line extension.
- G. Electric Service to Low Usage Customers Such As: Camps, Pumps, Barns, Recreational Sites, Etc.— Customers requiring service to pumps, barns camps, recreational sites, etc., and other low usage services within 150 feet of existing required voltage will be served similar to permanent dwellings. Those over 150 feet will be required to deposit with the Cooperative an amount to cover the cost of labor, materials, and overhead for construction of the electric facilities. PUBLICATION Shall be made prior to the construction of the propagation facilities. Such deposit shall be returned to the propagation based on the amount paid annually for electric service in the

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amount of 20% of the total annual billing for a period not to exceed the ten (10) years.

If the service is disconnected for a period of 60 days, the remainder of the advance shall be forfeited.

If any permanent facility (other than low usage service as defined by this regulation) is connected directly to the line for which this deposit was paid, the deposit shall be refunded under Item No. 9E.

The Cooperative requires that the right-of-way be cleared by the consumer, to the satisfaction of the Cooperative, to any new facility before construction begins.

- H. Underground Electric Service- The purpose of this policy is to formulate the Cooperative's requirements for underground electrical service, which will insure adequate service and safety to all persons engaged in the construction, maintenance, operations, and use of underground facilities and to the public in general.
 - I. Application... This policy shall only apply to underground supply facilities used in connection with the electric distribution within the definitions set out herein.
 - II. Definitions...The following words and terms, when used in this policy, shall have the meaning indicated.
 - III. Applicant...The developer, builder, or other person, partnership, association, corporation, or governmental agency applying for installation of underground electric distribution system.
 - IV. Building..A structure enclosed within exterior walls or fire walls, built, erected or framed of component structural parts and designed for less the CSERVICE COMMISSION OF KENTUCKY

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

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

VII. Subdivision...A tract of land which is divided into ten or more lots for the construction of new residential buildings, or for the construction of two or more new multiple-occupancy building.

VIII. Commission...The Kentucky Public Service Commission.

IX. Trenching and BackFilling...Opening and preparing the ditch for the installation of conductors including placing of race-ways under roadways, drive-ways, or paved areas; providing a dirt or sand bedding below and above conductors when required and backfill of trench to ground level.

- X. Right-of-Way and Easements...
 - (a) The Cooperative shall construct, own, operate, and maintain distribution lines only along easements, public streets, roads and highways, which are by legal rights accessible to utility's equipment in which the utility has the legal right to occupy, and the public lands and private property across which right-of-ways and easements satisfactory to the Cooperative are provided without cost or condemnation by the Cooperative.

 PUBLIC SERVICE COMMISSION

(b) Right-of-way and easements suitable OFUGENTUCKEY Cooperative for the underground distriBuctiven facilities must be furnished by applicant in reasonable time to meet service requirements. The

Date Effective October 1, 1992 SECTION 9 (1)

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applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment and remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximation of final grade and maintain clearing and grading during construction by the Cooperative. Suitable land rights shall be granted to the Cooperative, obligating the applicant and subsequent property owner to provide continuing access to the utility for operation, maintenance, or replacement of its facilities and to prevent any encroachment in the utility's easement of substantial changes in grade or elevation thereof.

- I. Installation of Underground Distribution System Within a New Subdivision:
 - I. Where appropriate contractual arrangements have been made, the Cooperative shall install, within a planning and zoning approved subdivision, an underground electric distribution system of sufficient capacity and suitable materials. It shall be the Cooperative's responsibility to assure that the property owners will receive safe and adequate electric service for the foreseeable future.
 - II. All single phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal mounted terminals, switching equipment, and meter cabinets may be placed above the ground.
 - III. Three-phase primary mains or feeders required in a subdivision to supply local distribution or service individual three-phase loads, may be overhead unless underground is required by governmental authority or chosen by the applicant, and either of which case the differential cost of underground shall be because the differential cost of underground shall be because of KENTUCKY applicant for such service.

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IV. If the applicant has complied with the requirements herein and has given the Cooperative not less than 120 days written notice prior to anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Cooperative shall complete the installation 30 days prior to the estimated completion date (subject to weather, and ground conditions and availability of materials and barring extra-ordinary or emergency circumstances beyond the reasonable control of the Cooperative.) However, nothing in this policy shall be interpreted to require the Cooperative to extend this service to portions of a subdivision not under active development.

- V. Applicant may be required to guarantee the entire estimated cost of any subdivision line extension. Once this amount has been deposited with the Cooperative, construction shall proceed as provided in paragraph 4 above. The construction deposit shall be refunded to the applicant over a ten (10) year period as provided below:
 - (a) Each year for a period of not less than the (10) years the utility shall refund, to the applicant who paid for the extension, a sum equivalent to the cost to extend a one thousand (1000) feet overhead line extension for each additional customer connected during the calendar year. In no case will the total amount refunded exceed the amount initially paid to the Cooperative. After completion of the said extension and the expiration of the ten (10) years refund period, no refund will be required to be made for additional customer connections.
 - (b) The applicant shall be required to perform all necessary trenching and backfilling of the transfer condission manholes in accordance with the Cooperationeks specifications. Additionally, the applicant own expense, will have installed the underground duct system and manholes to the standards as set by JAN 11 1993

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the Cooperative. By mutual agreement the Cooperative will perform or have performed by an outside contractor all trench and backfill work, provided that the applicant agrees to reimburse the Cooperative for actual expenses incurred.

- (c) The Plan for the location of all facilities to be installed shall be approved by the Cooperative and applicant prior to construction. Alterations in plans by the applicant which require additional cost of installation or construction, shall be at the sole expense of the applicant.
- (d) The Cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the applicant and all final grades set for the lots and roadways.
- (e) The charges specified in these rules are based on the premises that each applicant will cooperate with the utility in an effort to keep the cost of construction and installation of underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to installation of the facilities. The cooperative will waive the deposit for the expansion of any established development which will allow for a customer density of 50 or more permanent residences per mile of installed line.
- (f) All electric facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission,
 National Electric Safety Code and the CONTROLL COMMISSIONI specifications.

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J. Installation of Underground Service Facilities for Individual Residential or Commercial Customers-

OPTION NUMBER 1.

- I. Customer opens and closes ditch from house to the nearest pole, padmount transformer, splice box, or other point of connection as determined by Cooperative personnel under the guidelines of the Cooperative's current specifications.
- II. The customer shall furnish and have installed all conduit from the meter socket to the point of connection as determined by the Cooperative in Item #1 above. In addition the customer will provide a pull wire inside the conduit system to assist the Cooperative in the installation of the conductor.
- III. The Cooperative will furnish and install the underground service conductor from the meter base to the point of connection with other Cooperative facilities. The Cooperative will also provide all conduit required for the installation of the conductor up any Cooperative owned and maintained pole.
- IV. The Cooperative will maintain any underground conductor which is installed under this option except in the occurrence of a dig-in. The Cooperative will repair all dig-ins on a cost plus basis.
- V. Customer will pay a fee of \$175.00 for the first 150 feet of conductor for any underground installation. This price includes a special underground meter socket which will be provided by the Cooperative. For all additional conductor after the first 150 feet, the customer will be charged an additional fee of \$1.45 per foot. All costs associated with the installation of underground service must be paid prior to the scheduling of the work. The maximum distance which the property will run any underground service drop is limited which voltage drop allowed by NEC and Kentucky Public Service Commission Standards. The distance will also be limited.

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by the ability for the Cooperative to pull it's conductor through the conduit system from the meter base to the point of connection.

ENTIRE AREA SERVED

OPTION NUMBER 2

- I. Customer opens and closes ditch from house to the nearest pole, padmount transformer, splice box, or other point of connection as determined by Cooperative personnel under the guidelines of the Cooperative's current specifications.
- II. The Customer will furnish and install 4/0 or 350 MCM aluminum underground conductor from the meter base to the point of connection with other Cooperative facilities. The customer shall install enough extra wire to allow for the Cooperative to connect the wire to it's system.
- III. The Customer will maintain all underground conductor which is installed under this option including dig-ins. The Cooperative will make available for assistance, personnel to assist in the location and/or repair of any problems relative to any conductor which is owned by the customer. All costs associated with this work performed will be billed by the Cooperative on a cost plus basis.
- IV. The Cooperative will provide all conduit required for the installation of the underground service on an existing Cooperative Pole.
- K. For All Other Developments Or Individuals That Do Not Meet
 The Conditions Set Forth In these Rules Above- Underground
 distribution will be installed provided an advance to the
 Cooperative is made in an amount equal to the difference
 between the Company's estimated cost of underground facilities
 and overhead facilities, which it would otherwise provide.
 This advance is nonrefundable and shall be applicable SERVICE COMMISSION
 of underground.

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- L. Relocation of Lines- When the Cooperative is requested to relocate its facilities for any reason, any expense involved will be paid by the firm, person, or persons, requesting the relocation, unless one or more of the following conditions are met:
 - I. The relocation is made for the convenience of the Cooperative.
 - II. The relocation will result in a substantial improvement in the Cooperative's facilities as determined by the Cooperative (these costs may be shared as determined by the Cooperative).
 - III. That the relocation is associated with other regularly scheduled conversion or construction and can be done at the same time with little or no additional cost to the Cooperative.
 - If the Cooperative is required to relocate, upgrade or modify its existing facilities in order to comply with safety or clearance codes due to actions of the consumer (such as construction of facilities, landscape grading or other alterations affecting the Cooperative's property), any expenses incurred by the Cooperative will be paid by the firm, person or persons, causing the relocation or modification, unless one or more of the above conditions are met.
- M. Unusual Circumstances- When the application of these rules appear impractical or unjust to either party or discriminatory to other consumers, the Cooperative or applicant shall refer the matter to the Commission for special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing of construction.

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N. Prices for Line Extensions- The following unit costs will be used to determine any line costs associated with service line extensions included within this section:

RULES AND REGULATIONS

OVERHEAD LINE CONSTRUCTION (Including poles, wire, transformer)

Single Phase Primary Line \$ 2.53 PER FOOT Three Phase Primary Line \$ 3.93 PER FOOT \$ 2.62 PER FOOT Service Wire Right of Way Clearing (Trees) \$ 1.00 PER FOOT

UNDERGROUND LINE CONSTRUCTION (Including wire and pad transformer)

Single Phase Primary Line \$ 6.43 PER FOOT Three Phase Primary Line \$14.15 PER FOOT \$ 1.45 PER FOOT Service Wire

COST DIFFERENCE PER FOOT FOR UNDERGROUND PRIMARY LINE

Single Phase Primary Line \$ 3.90 PER FOOT Three Phase Primary Line \$10.25 PER FOOT

The above costs per foot represent the average cost of extending a line between three hundred (300) and one thousand (1000) feet to one new customer.

O. Estimated Line Construction Costs - Any price quotation for line relocation extension or differential costs (excluding underground "estimated average cost differential") given by the Cooperative to a consumer shall be valid for a period not to exceed 60 days, after which time the Cooperative may update such estimate in order to more accurately reflect actual PUBLIC SERVICE COMMISSION

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