

FOR	Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO.	2		
	_ SHEET NO.	44	
CANCELLING	P.S.C. KY NO.	Original	
	SHEET NO.		

RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

- 3.4 JPEC shall read meters monthly. Electric power and energy furnished under this agreement N shall be paid for within fifteen (15) days after the meters are read and the bill is issued.
- 3.5 Electric power and energy purchased by the seller shall be purchased from JPEC under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to JPEC.

ARTICLE IV

Rates and Charges

4.1 JPEC shall pay for the power and energy purchased from the seller upon the terms and conditions contained in its tariff, rate schedule SPC, which is attached to this agreement and incorporated herein by reference, subject to any revisions in that rate schedule that may from time to time be approved by the Kentucky Public Service Commission (hereinafter called "PSC")

DATE OF ISSUE December 15, 2	007
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DATE EFFECTIVE February 1, 2	008
ISSUED BY J. Jelly 1	Month / Date / Year G. Kelly Nuckols
TITLE President & CEO	
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION

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IN CASE NO. 2007-00116 DATED



	Jackson Purchase Energy Corp.		
FOR _	Entire Territory Served		
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	RATES AND CHARGES		
SAMPLE A	AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY		
	ARTICLE V	1	
	Protection of System Owned by JPEC	ľ	
5.1 The seller shall be r	responsible for operating and maintaining the QF in a safe manner and	ľ	
for providing the protective equi	pment needed to prevent damage to the system owned by JPEC, injury	î	
to the personnel of JPEC, or interference with JPEC's consumers. JPEC shall have the right to review			
the seller's proposed protection system, operating procedures and system characteristics in order to			
determine whether the seller's operation of the QF will have an adverse impact on the system owned			
by JPEC. The following areas, ar	nong others, may be reviewed for possible adverse effects:	ſ	
2. 3. 4. 5.	Fault protection. Voltage regulation and balance. Grounding. Synchronizing systems. Disconnecting and isolating systems. Flicker.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

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IN CASE NO. 2007-00	116 DATED	

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RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

- 5.2 If the operation of the QF results in undesirable or harmful effects to the system of JPEC, or to consumers of JPEC, JPEC may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.
- 5.3 JPEC may discontinue purchases from the seller and may break the interconnection between the QF and JPEC's system, without prior notice, during any system emergency. By first giving reasonable written notice, JPEC may break the interconnection between the QF and the system of JPEC for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of JPEC's system, the interconnection facility or the metering equipment.

ARTICLE VI

Term

- 6.1 The initial term of this agreement shall be one (1) year from the effective date.
- 6.2 This agreement shall be automatically renewed each year for consecutive one-year terms unless JPEC or the seller has notified the other at least one hundred eighty (180) days prior to the expiration of the term of its intent to terminate the agreement.

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TITLE President	& CEO
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION

DATED

IN CASE NO. 2007-00116

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RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

- 6.3 The effective date of this agreement shall be the date on which the last of the following events occurs:
 - 1. This agreement is approved by the Administrator of the Rural Utilities Service (if required).
 - 2. This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
 - 3. This agreement has been approved and executed by the seller and JPEC.

ARTICLE VII

7.1 The seller shall protect, indemnify and hold harmless JPEC and its directors, officers, N employees, agents, representatives and contractors against and from all loss, claims, actions or suits, N including costs and attorney fees, for or on account of any injury or death of persons or damage to Property caused by the seller or the seller's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the QF or any facilities owned by JPEC except N where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or N its employees, agents, representatives or contractors. his obligation shall survive termination of this N

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IN CASE NO. 2007-00116 DATED



Jackson Purchase Energy Corp.			
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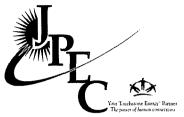
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SAMPLE AGREEMENT FOR PURCHAS	E OF ELECTRIC ENERGY
agreement with respect to any act, occurrence or om	nission occurring prior to termination of this
agreement, whether or not then accrued or known.	
7.2 Without regard to any negligence by any of	the parties to this agreement, JPEC shall not
be liable to the seller for:	
seller or the seller's employees, ager	c system or other property or any injury to the nts, contractors, representative licensees or damage or injury caused by reclosing of the
· · · · · · · · · · · · · · · · · · ·	ther indirect or consequential damage or injury or partial interruption in the delivery of energy
ARTICLE VI	II
Insurance	
8.1 The seller shall obtain and provide satisfact	ory evidence of insurance covering such risks
and providing such coverage as JPEC may from time to ti	me reasonably request.
DATE OF ISSUE December 15, 2007 Month / Date / Year	
DATE EFFECTIVE February 1, 2008	
ISSUED BY Month / Date / Year G. Kelly Nuckols	
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IN CASE NO. 2007-00116 _____ DATED __



	Jackson Purchase Energy Corp.		
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ARTICI	
Miscella	neous
9.1 If there shall be imposed by federal,	state or other governmental authority, any tax
ayable by the seller upon the gross revenue or ea	arnings, or upon the seller's production or sale of
ectric energy, such additional tax or taxes shall be	paid solely by the seller.
9.2 This agreement contains the entire a	greement between the parties. This agreement
annot be amended except in writing signed by the p	parties.
9.3 The waiver on the part of either party	to enforce a provision of this contract at any time
hall not be deemed a waiver with respect to any sub	osequent default or other matter.
9.4 This agreement may not be assigned with	thout the written consent of JPEC.
9.5 This agreement shall be governed by the	e laws of the Commonwealth of Kentucky.
9.6 This agreement shall not be construed	to create a joint venture, to impose a trust or to
	among any of the parties.

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TITLE President	: & CEO	

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED



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RATE	S AND CHARGES
SAMPLE AGREEMENT FO	OR PURCHASE OF ELECTRIC ENERGY
9.7 The invalidity of any provision or	provisions in this agreement shall not affect the validity
of the remaining provisions.	
	ARTICLE X
Notices and	Other Communications
10.1 Any notice required by this agre	eement to be given in writing shall be deemed properly
given if and when delivered in person, teleg	graphed or sent by registered or certified mail, postage
prepaid, to:	
JPEC:	

Seller:	
DATE OF ISSUE December 15, 2007	
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G. Kelly Nuckols	
TITLE President & CEO	00040.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED



	Jackson Purchase Energy Corp.		
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RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

10.2 Any communications regarding operational emergencies or other operational problems may be made orally or in any manner reasonable under the circumstances and should be directed to the persons specified below:

If to JPEC:	
If to seller:	
	•

DATE OF ISSUE December 15, 2007

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ISSUED BY Month / Date / Year

ISSUED BY G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

DATED

IN CASE NO. <u>2007-001</u>16



	Jackson Purchase Energy Corp.		
FOR	Entire Territory Served		
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RATES AND CHARGES
SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

SAMPLE AGREEMENT FOR PURCHA	ADE OF ELECTRIC ENERGY
IN WITNESS WHEREOF, the parties have cause	ed this agreement to be executed by their duly
authorized officers on this the day and date first hereina	above written.
Jackson Purchase Energy Corporation	
Sackson Furchase Energy Corporation	
(Cooperative)	(Seller)
Print Name	Print Name
Signature	Signature
Title	Title
Date	Date
DATE OF ISSUE December 15, 2007	
Month / Date / Year DATE EFFECTIVE February 1, 2008	
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ISSUED BY J. Selly Muckols G. Kelly Nuckols	
TITLE President & CEO	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS	SSION 00 0106
IN CASE NO. <u>2007-00116</u> DATED	



	Jackson Purchase Energy Corp.	
FOR	Entire Territory Served	
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RATES AND CABLE TELEVISION ATTAC	
Applicability	
In all territory served by JPEC on poles owned and used by	y JPEC for their electric plant.
Availability of Service	
To all qualified CATV operators having the right to receive	service.
Rental Charge	
The yearly rental charges shall be as follows:	
Two-party pole attachment Three-party pole attachment	\$4.84 \$4.09
Two-party anchor attachment Three-party anchor attachment	\$5.88 (not available)
Two-party ground attachment Three-party ground attachment	\$0.24 \$0.16
Billing	
Rental charges shall be billed yearly based on the number gross rate being five percent (5%) higher. In the event the the bill, the gross rates shall apply. Failure of the CATV opnot relieve the CATV operator of its obligation to pay for the control of the cattering of the cattering pays for the cattering of th	e current bill is not paid on or before the date shown on perator to receive a bill or a correctly calculated bill shall
DATE OF ISSUE December 15, 2007 Month / Date / Year	
DATE EFFECTIVE February 1, 2008	
ISSUED BY J. Jelly Jacksols G. Kelly Nuckols	
TITLE President & CEO	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COM	MMISSION 000107
IN CASE NO. 2007-00116 DATED	



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RATES AND CHARGES

CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

Specifications

- 1. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, latest edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- 2. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

Establishing Pole Use

Before the CATV operator shall make use of any of the poles of JPEC under this tariff, they shall notify JPEC of their intent in writing and shall comply with the procedures established by JPEC. The CATV operator shall furnish JPEC detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of JPEC, with the number and character of the attachments to be placed on such poles, and rearrangements of JPEC's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that the CATV operator intends to install.

JPEC shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by the CATV operator to JPEC that the cost estimate is approved, JPEC shall proceed with the necessary changes in pole lines covered by the cost estimate. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service of JPEC.

2. Upon completion of all changes, the CATV operator shall pay to JPEC the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator

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TITLE President	& CEO
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION
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RATES AND CHARGES

CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

hereunder shall not be limited to amounts shown on estimates made by JPEC hereunder. An itemized statement of the actual cost of all such changes shall be submitted by JPEC to the CATV operator, in a form mutually agreed upon.

- 3. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.
- 4. All poles to which attachments have been made under this tariff shall remain the property of JPEC, and any payments made by the CATV operator for changes in pole lines under this tariff shall not entitle the CATV operator to the ownership of any of said poles.
- 5. Any charges necessary for correction of substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at a rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

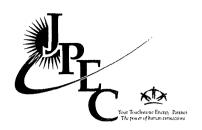
Easements and Rights-of-Way

JPEC does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on JPEC's poles, no liability on account thereof shall attach to JPEC. Each party shall be responsible for obtaining its own easements and rights-of-way.

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RATES AND CHARGES

CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

Maintenance of Poles, Attachments and Operations

- Whenever right-of-way considerations of public regulations make relocation of a pole, or poles, necessary, such relocation shall be made by JPEC at its own expense, except that each party shall bear the cost of transferring its own attachments.
- 2. Whenever it is necessary to replace or relocate an attachment, JPEC shall, before making such replacement or relocation, give forty-eight (48) hours written notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, JPEC may elect to do such work and the CATV operator shall pay JPEC the cost thereof. In the event the CATV operator fails to transfer its attachments and JPEC does such work, JPEC shall not be liable for any consequential damages such as loss of service to the CATV operator customers.
- 3. Any existing attachment of the CATV operator, which does not conform to the specifications set out in this tariff hereof, shall be brought into conformity therewith as soon as practical. JPEC, because of the importance of its service, reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation, or liability assumed under the tariff.
- 4. JPEC reserves to itself, its successor and assigns, the right to maintain its poles and operate its facilities thereon in such manner as will, in its own judgment best enable it to fulfill its own service requirements. JPEC shall not be liable to the CATV operator for any interruption of service of the CATV operator or for interference with the operation of the cables, wires and appliances of the CATV operator arising in any manner out of the use of JPEC's poles hereunder.

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TITLE President & CEO		
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IN CASE NO. <u>2007-00116</u> DATED	000110	

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CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

JPEC shall exercise reasonable care to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and, except for removal for non-payment or for failure to post or maintain the required "Performance Bond", agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of facilities damaged by the negligence of JPEC.

Inspections

- 1. <u>Periodic Inspection:</u> Any unauthorized or unreported attachment by the CATV operator will be billed at a rate of two (2) times the amount equal to the rate that would have been due, had the installation been made the day after the last inspection.
- 2. <u>Make-Ready Inspection:</u> Any "make-ready" inspection or "walk-through" inspection required of JPEC will be paid for by the CATV operator at a rate equal to JPEC's actual expenses, plus appropriate overhead charges.

Insurance or Bond

- 1. The CATV operator agrees to defend, indemnify and save harmless JPEC from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or death to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment, (d) terrorist attacks, or (e) violations of governmental laws, regulations or orders whether suffered directly by JPEC itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents or other representatives or from their presence on the premises of JPEC, either solely or in concurrence with any alleged joint negligence of JPEC. JPEC shall be liable for sole active negligence.
- 2. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

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CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

- A. Protection for its employees to the extent required by Worker's Compensation Law of Kentucky.
- B. Public Liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000.00 for each person and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident or property damage.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to JPEC a certificate for such coverage evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

"The insurance or bond provided herein shall also be for the benefit of Jackson Purchase Energy Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Jackson Purchase Energy Corporation."

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TITLE President			
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CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

Change of Use Provision

When JPEC subsequently requires a change in its poles or attachment for reasons unrelated to the CATV operator operations, the CATV operator shall be given forty-eight (48) hours written notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet JPEC's time schedule for such changes, JPEC may do the work and charge to the CATV operator its reasonable cost for performing the change of the CATV operator attachments.

<u>Abandonment</u>

- 1. If JPEC desires at any time to abandon any pole to which the CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, JPEC shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments there from, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless JPEC from all obligation, liability, damages, cost, expenses, or charges incurred thereafter; and shall pay JPEC for such pole an amount equal to JPEC's depreciated cost thereof. JPEC shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.
- 2. The CATV operator may, at any time, abandon the use of the attached pole by giving due notice thereof in writing to JPEC and by removing there from any and all attachments it my have thereon. The CATV operator shall, in such case, pay to JPEC the full rental for said pole for the then current billing period.

Rights of Others

Upon notice from JPEC to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

DATE OF ISSUE December 15, 2007

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DATE EFFECTIVE February 1, 2008

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED

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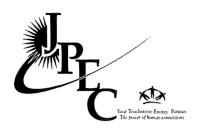
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	Community, Town or City		
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RATES AND CHARGES

CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

Payment of Taxes

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee, or charge levied on JPEC's poles solely because of their fee by the CATV operator shall be paid by the CATV operator.

Bond or Depositor Performance

1. The CATV operator shall furnish a bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-Five Thousand Dollars (\$25,000.00) until such time as the CATV operator shall occupy twenty-five hundred (2500) poles of JPEC and thereafter the amount thereof shall be increased to increments of One Thousand Dollars (\$1,000.00) for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to JPEC fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by JPEC of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, JPEC shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of JPEC.

If the CATV operator should fail to complete the removal of all its facilities from the poles of JPEC within thirty (30) days after receipt of such request from JPEC, then JPEC shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to JPEC for rentals, inspections, or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

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TITLE President	t & CEO
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	RATES AND CH	ARGES		
	CABLE TELEVISION ATTACHM	IENT TARIFF (CT	AT)	
	ATV operator has been a customer of JPE te the bond by 50%, or, at JPEC's option,			
<u>Use of Anchors</u>				
	right to prohibit the use of any existing a inchors cannot be readily identified by visu		ATV operator v	where the strength or
Discontinuance of	of Service			
JPEC may refuse of Section 11 (1).	r discontinue serving an applicant or custo	mer under the o	onditions set o	out in 807 KAR 5:006,
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	G. Kelly Nuckols		
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IN CASE NO. 2007	00116 DATED		

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CLASSIFICATI	ON OF SERVICE		
BALLARD RURAL TELEPHONE COOPE	RATIVE CORPORATION ((BRTC) TARIFF	
<u>Applicability</u>			N
In all territory of Ballard and McCracken counties jointly	served by JPEC and Balla	ard Rural Telephone.	N
Availability			N
To Ballard Rural Telephone Cooperative Corporation, Inc	c. (BRTC) only.		N
Rental Charge			N
The yearly rental charges shall be as follows: Two-party pole attachment Three-party pole attachment	\$4.84 \$4.09		N N N
Two-party anchor attachment Three-party anchor attachment (not available)	\$5.88		N N
Two-party ground attachment Three-party ground attachment	\$0.24 \$0.16		N N
Billing			N
Rental charges shall be billed yearly based on the num gross rate being five percent (5%) higher. In the event the bill, the gross rates shall apply. Failure of BRTC to BRTC of its obligation to pay for the service it has receive	the current bill is not pai receive a bill or a correc	id on or before the date shown on	N N N
DATE OF ISSUE December 15, 2007 Month / Date / Year DATE EFFECTIVE February 1, 2008			
ISSUED BY Month / Date / Year G. Kelly Nuckols			
TITLE President & CEO			

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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IN CASE NO. <u>2007-00116</u> DATED _____



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

Specifications

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- A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, latest edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- B. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

Establishing Pole Use

IN CASE NO. 2007-00116

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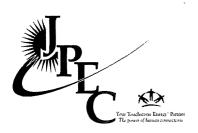
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A. Before BRTC shall make use of any of the poles of JPEC under this tariff, they shall notify JPEC of their intent in writing and shall comply with the procedures established by JPEC. BRTC shall furnish JPEC detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of JPEC, with the number and character of the attachments to be placed on such poles, and rearrangements of JPEC's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that BRTC intends to install.

JPEC shall, on the basis of such detailed construction plans and drawings, submit to BRTC a cost estimate (including overhead and less salvage value of materials) of all changes that may be required in each such pole line. Upon written notice by BRTC to JPEC that the cost estimate is approved, JPEC shall proceed with the necessary changes in pole lines covered by the cost estimate. Upon completion of all changes, BRTC shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. BRTC shall, at its own expense, make attachments in such manner as not to interfere with the service of JPEC.

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TITLE President & CEO	
BY AUTHORITY OF ORDER O	F THE PUBLIC SERVICE COMMISSION

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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

- B. Upon completion of all changes, BRTC shall pay to JPEC the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of BRTC hereunder shall not be limited to amounts shown on estimates made by JPEC hereunder. An itemized statement of the actual cost of all such changes shall be submitted by JPEC to BRTC, in a form mutually agreed upon.
- C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by BRTC.
- D. All poles to which attachments have been made under this tariff shall remain the property of JPEC, and any payments made by BRTC for changes in pole lines under this tariff shall not entitle BRTC to the ownership of any of said poles.
- E. Any charges necessary for correction of substandard installation made by BRTC, where notice of intent had not been requested, shall be billed at a rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

Easements and Rights-Of-Way

JPEC does not warrant nor assure to BRTC any rights-of-way privileges or easements, and if BRTC shall at any time be prevented from placing or maintaining its attachments on JPEC's poles, no liability on account thereof shall attach to JPEC. Each party shall be responsible for obtaining its own easements and rights-of-way.

Maintenance of Poles, Attachments and Operation

- A. Whenever right-of-way considerations of public regulations make relocation of a pole, or poles, necessary, such relocation shall be made by JPEC at its own expense, except that each party shall bear the cost of transferring its own attachments.
- B. Whenever it is necessary to replace or relocate an attachment, JPEC shall, before making such replacement or relocation, give forty-eight (48) hours written notice (except in cases of emergency)

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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

to BRTC, specifying in said notice the time of such proposed replacement or relocation, and BRTC shall, at the time so specified, transfer its attachments to the new or relocated pole. Should BRTC fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, JPEC may elect to do such work and BRTC shall pay JPEC the cost thereof. In the event BRTC fails to transfer its attachments and JPEC does such work, JPEC shall not be liable for any consequential damages such as loss of service to BRTC customers.

- C. Any existing attachment of BRTC, which does not conform to the specifications set out in this tariff hereof, shall be brought into conformity therewith as soon as practical. JPEC, because of the importance of its service, reserves the right to inspect each new installation of BRTC on its poles and in the vicinity of its lines or appurtenances. Such inspection, made or not, shall not operate to relieve BRTC of any responsibility, obligation, or liability assumed under the tariff.
- D. JPEC reserves to itself, its successor and assigns, the right to maintain its poles and operate its facilities thereon in such manner as will, in its own judgment best enable it to fulfill its own service requirements. JPEC shall not be liable to BRTC for any interruption of service of BRTC or for interference with the operation of the cables, wires and appliances of BRTC arising in any manner out of the use of JPEC's poles hereunder.

JPEC shall exercise reasonable care to avoid damaging the facilities of BRTC, make an immediate report to BRTC of the occurrence of any such damage caused by its employees, agents or contractors, and, except for removal for non-payment or for failure to post or maintain the required "Performance Bond", agrees to reimburse BRTC for all reasonable cost incurred by BRTC for the physical repair of facilities damaged by the negligence of JPEC.

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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

A. <u>Periodic Inspection:</u> Any unauthorized or unreported attachment by BRTC will be billed at a rate of two (2) times the amount equal to the rate that would have been due, had the installation been made the day after the last inspection.

B. <u>Make-Ready Inspection:</u> Any "make-ready" inspection or "walk-through" inspection required of JPEC will be paid for by BRTC at a rate equal to JPEC's actual expenses, plus appropriate overhead charges.

Insurance or Bond

IN CASE NO. 2007-00116

Inspections

- A. BRTC agrees to defend, indemnify and save harmless JPEC from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or death to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment, (d) terrorist attacks, or (e) violations of governmental laws, regulations or orders whether suffered directly by JPEC itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of BRTC, its employees, agents or other representatives or from their presence on the premises of JPEC, either solely or in concurrence with any alleged joint negligence of JPEC. JPEC shall be liable for sole active negligence.
- B. BRTC will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:
 - 1. Protection for its employees to the extent required by Worker's Compensation Law of Kentucky.
 - 2. Public Liability coverage with separate coverage for each town or city in which BRTC operates under this contract to a minimum amount of \$100,000.00 for each person and \$300,000.00 for

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TITLE President & CEO			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			

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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident or property damage.

Before beginning operations under this tariff, BRTC shall cause to be furnished to JPEC a certificate for such coverage evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

"The insurance or bond provided herein shall also be for the benefit of Jackson Purchase Energy Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Jackson Purchase Energy Corporation."

Change of Use Provision

IN CASE NO. 2007-00116

When JPEC subsequently requires a change in its poles or attachment for reasons unrelated to BRTC operations, BRTC shall be given forty-eight (48) hours written notice of the proposed change (except in case of emergency). If BRTC is unable or unwilling to meet JPEC's time schedule for such changes, JPEC may do the work and charge to BRTC its reasonable cost for performing the change of BRTC attachments.

<u>Abandonment</u> N

A. If JPEC desires at any time to abandon any pole to which BRTC has attachments, it shall give BRTC notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, JPEC shall have no attachments on such pole, but BRTC shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of BRTC, and BRTC shall save harmless JPEC from all obligation, liability, damages, cost, expenses, or charges incurred thereafter; and shall pay JPEC for such pole an amount equal to JPEC's depreciated cost thereof. JPEC shall further evidence transfer to BRTC of title to the pole by means of a bill of sale.

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TITLE President & CEO			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			

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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

B. BRTC may, at any time, abandon the use of the attached pole by giving due notice thereof in writing to JPEC and by removing therefrom any and all attachments it my have thereon. BRTC shall, in such case, pay to JPEC the full rental for said pole for the then current billing period.

Rights of Others

Upon notice from JPEC to BRTC that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and BRTC shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

Payment of Taxes

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee, or charge levied on JPEC's poles solely because of their fee by BRTC shall be paid by BRTC.

Bond or Depositor Performance

A. BRTC shall furnish a bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-Five Thousand Dollars (\$25,000.00) until such time as BRTC shall occupy twenty-five hundred (2,500) poles of JPEC and thereafter the amount thereof shall be increased to increments of One Thousand Dollars (\$1,000.00) for each one hundred (100) poles (or fraction thereof) occupied by BRTC, evidence of which shall be presented to JPEC fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by JPEC of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, JPEC shall request BRTC to immediately remove its cables, wires, and all other facilities from all poles of JPEC.

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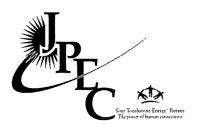
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IN CASE NO. 2007-00116

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CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

If BRTC should fail to complete the removal of all its facilities from the poles of JPEC within thirty (30) days after receipt of such request from JPEC, then JPEC shall have the right to remove them at the cost and expense of BRTC and without being liable for any damage to BRTC's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to JPEC for rentals, inspections, or work performed for the benefit of BRTC under this tariff, including the removal of attachments upon termination of service by any of its provisions.

B. After BRTC has been a customer of JPEC and not in default for a period of two years, JPEC shall reduce the bond by 50%, or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

Use of Anchors

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JPEC reserves the right to prohibit the use of any existing anchors by BRTC where the strength or conditions of said anchors cannot be readily identified by visual inspection.

Discontinuance of Service

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 11 (1).

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ISSUED BY G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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General

Objective

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RULES AND REGULATIONS

POWER CURTAILMENT PROCEDURE

The Kentucky Public Service Commission has required that a Power Curtailment Procedure be established for all

electric utilities under its jurisdiction (Administrative Case Number 353).

This plan provides guidelines for the reduction and conservation of power usage during severe generation shortages, power deficiencies, certain mechanical failures and other emergency situations.

This procedure will define the following priority levels;

Level 1: <u>Essential Health and Safety</u> – to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use:

- A. "Hospitals", which shall be limited to institutions providing medical care to patients.
- B. "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- C. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons. These uses shall include essential street, highway, and signal lighting services.
- D. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
- E. "Communications Services", which shall be limited to essential uses required for telephone, telegraph, television, radio, and newspaper operations, and operation of state and local emergency services.
- F. "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.
- G. "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.

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RULES AND REGULATIONS

POWER CURTAILMENT PROCEDURE

- H. "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution -- for fuel -- of natural or manufactured gas, coal, oil or gasoline.
- I. "Perishable Food or Medicine", which shall be limited to the use of refrigeration for the storage and preservation of perishable food or medicine when that use is substantially all of a customer's load.
- J. "Critical Commercial and Industrial", which shall be limited to commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population.

Level 2: Residential

This class will include power consumption essential usage only – limited to homes, apartments, hotels and motels.

Level 3: Non-critical Commercial and Industrial

This class will include all Rate Schedule "C-1", "C-3", 'D", "I-E", "L", and "L-E" except for those consumers that are classified in Level 1 or 2.

Level 4: Non-Essential Uses

- A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- B. General interior lighting levels greater than minimum functional levels.
- C. Show window and display lighting.
- D. Parking lot lighting above minimum functional levels.
- E. Energy use greater than that necessary to maintain a temperature of not less than 78 degrees during operation of cooling equipment and not more than 65 degrees during operation of heating equipment.

DATE OF ISSUE	December 15, 2007
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ISSUED BY	J. Lelly Hendrole
	G. Kelly Nuckols
TITLE President	& CEO
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION

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IN CASE NO. 2007-00116 DATED



FOR	Entire Territory Served		
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RULES AND REGULATIONS

POWER CURTAILMENT PROCEDURE

- F. Elevator and escalator use in excess of the minimum necessary for off peak hours of use.
- G. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

When to Implement this Procedure

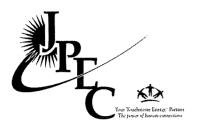
This procedure is to be implemented only when a state of emergency exists or a disaster has been declared by governmental authorities that dictate curtailment of power consumption. A state of emergency can also be declared by the President/CEO in the event load exceeds JPEC's system capacity or for other such system disturbances that may occur if internal efforts fail to alleviate the problem.

Curtailment Procedure

The following order of actions should be implemented to curtail the consumption of power use. When the curtailment goal is established, no further action is required unless the goal is updated or additional loads are experienced.

- 1. Determine the extent of the emergency and estimate the amount of consumption curtailment required. Estimate the kW and kWh system use for the immediate future. Set a goal for the kWh and/or kW curtailment.
- 2. Notify the news media within the service territory and ask that JPEC Members be notified of the emergency and asked to reduce their consumption until further notice.
- 3. Curtail Members having their own internal generation capacity. Curtail Members on curtailable agreements and contracts for the maximum hours and load allowable under their agreement or contract.
- 4. Call all large Members and inform them of the emergency and ask them to curtail all non-essential power consumption.
- 5. Notify the Kentucky Public Service Commission of the situation.

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TITLE President & CEO		
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RULES AND REGULATIONS

POWER CURTAILMENT PROCEDURE

- 6. If the presently established curtailment level is not met, proceed with the following mandatory measures. Establish necessary phone answering stations to answer Member questions and concerns. Notify the media with up-to-date information on the status of the emergency and all future actions to be taken.
- 7. Initiate mandatory curtailments by terminating all Priority Level 4 service. Reduce Priority Level 3 by twenty-five percent (25%) and Priority Level 2 by fifteen percent (15%).
- 8. Implement interruption of distribution circuits on a rotational basis while minimizing interruption of Priority Level 1 Members.

Enforcement

Members who try to use more power consumption than allotted should be given verbal and written warnings. They shall have a maximum of 24 hours to comply. If they do not cooperate, they shall be disconnected until the curtailment is over.

Termination of the Curtailment of Power Consumption

The termination of this procedure will occur when the emergency is over. All services will be restored in reverse order and in a manner that will not create adverse effects on JPEC. If the curtailment goal is reduced, service can be restored to the most essential Members first.

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ISSUED BY J. Lelly June 1997		
G. Kelly Nuckols		
TITLE President & CEO		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		

DATED

IN CASE NO. 2007-00116



Jackson Purchase Energy Corp.				
FOR	Entire Territory Served			
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RATES AND CHA	
SCHEDULE CRA – COST REDUC	JION ADJUSTMENT
Applicability	
Entire service territory.	
Availability of Service	
 Billings to Members Served from Non-Dedicated Delive Billings computed pursuant to rate schedules to which be decreased during each refund month by the follo kilowatt hour sold: 	this cost reduction adjustment is applicable shall
Cost Reduction Adjustment Factor =	<u>RA (m)</u> P (m)
 Where RA is the monthly credit from JPEC's wholesal delivery points for cost reduction adjustment (plus and is the total kWh purchased, less line losses equal to a ten percent (10%), (m) period shall be the first mont adjustment is refunded. Billings to Members Served from Dedicated Delivery Positional Englishment is applicable shall be decreased during each the Member's dedicated delivery point by Big Rivers form. Rate schedule (1) above shall apply to JPEC rate schedule (2) above shall apply to JPEC's rate schedule (2). 	y over/under recovery from the prior refund) and P a twelve (12) month moving average not to exceed the preceding the month in which the cost reduction bints (No Line Losses to JPEC): all agreements or contracts to which this restitution the month equal to the amount refunded to JPEC for restitution adjustment. dules "R", "C-1", "C-3", "D", "OL", "I-E" and "L" and
DATE OF ISSUE December 15, 2007 Month / Date / Year	
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ISSUED BY Month / Date / Year G. Kelly Nuckols			
TITLE President & CEO			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			
IN CASE NO. <u>2007-00116</u> DATED			



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RATES AND CHARGES

SCHEDULE CRA - COST REDUCTION ADJUSTMENT

<u>Term</u>

This Cost Reduction Adjustment (CRA) shall be terminated at such time that all of the Big Rivers Member Discount Adjustment credit to be received by JPEC has been passed through to JPEC's Members. The CRA may be terminated or modified prior to receiving the last credit from Big Rivers such that the cumulative amount credited to JPEC's Members will not exceed the cumulative amount credited by Big Rivers.

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ISSUED BY J. Jelly Justice G. Kelly Nuckols	
TITLE President & CEO	
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Jackson Purchase Energy Corp.			
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RATES AND CHA	
FRANCHISE F	EE
Applicability	
Entire service territory.	
Availability of Service	
Available as an option for collection of revenues within g franchise fees, permitting fees, local taxes or other charge directive and not otherwise collected in the charges of JPEC's t	es by ordinance, franchise or other governmental
<u>Definitions</u>	
Base Year: The twelve (12) month period ending December 31	
Collection Year: The full calendar year following the Base Year.	
Base Year Amount:	
 A percentage of revenues, as determined in the franch License fees, permit fees or other cost specifically borr franchise as incurred in the Base Year and applicable operation and maintenance of its facilities in the franch by JPEC as a result of governmental regulation or facilities beyond that normally provided by JPEC in approved by JPEC's Board of Directors and under Commission; and Any adjustment for over or under collection of revenue 	ne by JPEC for the purpose of maintaining the e specifically to JPEC by ordinance or franchise for hise area, including but not limited to costs incurred directives requiring construction or installation of accordance with applicable Rules and Regulations er the direction of the Kentucky Public Service
DATE OF ISSUE December 15, 2007 Month / Date / Year DATE EFFECTIVE February 1, 2008	
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G. Kelly Nuckols TITLE President & CEO BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2007-00116 DATED



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RATES AND CHARGES	
FRANCHISE FEE	

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted

to recover the Base Year Amount in the Collection Year as closely as possible.

1. The franchise charge will be applied exclusively to the base rate and all riders of bills of Members receiving service within the franchising governmental jurisdiction, before taxes.

2. The franchise charge will appear as a separate line item on the Member's bill and show the unit of government requiring the franchise.

3. Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

Term of Contract

As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes or permitting fees paid by JPEC by ordinance franchise or other governmental directive should continue, collection shall continue under this tariff.

Terms and Conditions

IN CASE NO. 2007-00116

Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to JPEC approved by and under the direction of JPEC's Board of Directors and the Kentucky Public Service Commission.

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ISSUED BY J. Jelly January				
G. Kelly Nuckols				
TITLE President & CEO				
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION				

DATED



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FOR	Entire Territory Served			
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Your Touchstone Energy Partner The power of harran connections	CANCELLING P.S.C. KY NO. Original				
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RATES AND CHARGES					
SCHOOL TAX					
Applicability					
Entire service territory.					
Availability of Service					
This schedule is applied as a rate increase to all other school taxes in any county requiring a utility gross receipts	edules pursuant to KRS 160 for the recovery by JPEC of license tax for schools under KRS 160.				
Rate					
The utility gross receipts license tax imposed by the cou applicable KRS.	nty but not to exceed the maximum as established by				
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ISSUED BY G. Kelly Nuckols					
TITLE President & CFO					

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RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

Applicable

Applicable in all territory served.

Availability of Service

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Member purchasing retail electric service under a schedule listed in Section D of this rider, subject to JPEC's general rules and regulations on file with the Public Service Commission of Kentucky. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass: means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plants, grasses and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

Conditions of Service

IN CASE NO. 2007-00116

- (1) Renewable Resource Energy service availability is contingent upon the availability from JPEC's wholesale power supplier of a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member.
- (2) Subject to the other requirements of this tariff rider, JPEC will make Renewable Resource Energy service available to a Member if the Member signs a Renewable Resource Energy service contract in the form attached to this tariff rider agreeing to purchase a specified number of 100 kWh blocks of Renewable Resource Energy per month for a period of not less than one year, and that contract is accepted by JPEC's wholesale power supplier. JPEC will have the right, but not the obligation, to terminate a Renewable Resource Energy service contract at the request of the Member before the end of the contract term.

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ISSUED BY	Month / Date / Year Month / Date / Year G. Kelly Nuckols		
TITLE President	& CEO		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			

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Monthly Rate

Jac	ckson Purchase Energy Corp.
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RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

(1) The rate for Renewable Resource Energy is the rate schedule applicable to service to a Member, plus a premium per kilowatt hour of Renewable Resource Energy contracted for as follows,

subject to any adjustment, surcharge or surcredit that is or may become applicable under the Member's rate schedule:

N A Per Kilowatt Hour Premium Of Rate Schedule "R" - Residential \$0.0365 Rate Schedule "C-1" – Small Commercial Single Phase \$0.0365 Rate Schedule "C-3" - Small Commercial Three Phase \$0.0365 Rate Schedule "OL" - Outdoor Lighting \$0.0365 Rate Schedule "D" - Commercial and Industrial Demand Less Than 3,000 kW \$0.0365 Rate Schedule "I-E" - Large Commercial and Industrial - Existing \$0.041285 Rate Schedule "L" - Large Commercial and Industrial 3,000-5,000 kW \$0.041285 Rate Schedule "L-E" – Large Industrial Member Expansion \$0.041285 Rate Schedule "SPC-A" \$0.0365 Rate Schedule "SPC-B" \$0.0365

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TITLE President	& CEO
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION

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IN CASE NO. 2007-00116

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	RATE	S AND CHARGES		
SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE				
(2) Renewable Resource Energy purchased by a Member in any month will be conclusively presume to be the first kilowatt hours delivered to that Member in that month.			conclusively presumed	
<u>Billing</u>				
Sales of Renewable Resource Energy are subject to the terms of service and payment of the Rate schedule under which Renewable Resource Energy is purchased.				

Member Discount Adjustment Rider

Revenue collected by JPEC under this Renewable Resource Energy tariff rider will be included in Unadjusted Billing Revenues for purposes of the Member Discount Adjustment Rider.

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President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116

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IN CASE NO. 2007-00116 DATED

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RATES AND CHARGES SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE RENEWABLE ENERGY CONTRACT JACKSON PURCHASE ENERGY CORPORATION JPEC: MEMBER: MEMBER ACCOUNT NUMBER: BEGINNING DATE OF RENEWABLE ENERGY SALE: ENDING DATE OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN ONE YEAR AFTER THE ______, 20_____ BEGINNING DATE): NUMBER OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED: _____ JPEC agrees to sell, and Member agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with JPEC's Renewable Energy Rider, a copy of which Member has received from JPEC. The retail rate premium that will be added to Member's monthly bill for each 100 kWh block of Renewable Energy is \$3.65, or \$ in total per billing month based upon the number of blocks of Renewable Energy Member will purchase from JPEC, subject to any changes in JPEC's Renewable Energy Rider approved by the Kentucky Public Service Commission from time to time. DATE OF ISSUE December 15, 2007 Month / Date / Year DATE EFFECTIVE February 1, 2008 G. Kelly Nuckols TITLE President & CEO BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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AGREED BY JPEC:

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RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

RENEWABLE ENERGY CONTRACT

This Renewable Energy Contract contains the entire agreement of the JPEC and the Member regarding Member's purchase of Renewable Energy from JPEC, and may not be amended except in writing, signed by JPEC and Member.

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BY:	, 20	N N

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TERMS AND CONDITIONS

MEMBERS BILL OF RIGHTS

As a residential Member of a regulated public utility in the Commonwealth of Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a Member of your household whose debt was accumulated at your address) are not indebted to JPEC.
- You have the right to inspect and review JPEC's rates and tariffed operating procedures during JPEC's normal office hours.
- You have the right to be present at any routine JPEC inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in near equal, levelized payment plan for your electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.

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TG- Kelly Nuckols
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 000138

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TERMS AND CONDITIONS

MEMBERS BILL OF RIGHTS

- If you have not been disconnected, you have the right to maintain your electric service for up to thirty (30) days, when you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your electric service reconnected between the months of November through March provided you:
 - 1. Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources; and
 - 2. Pay one third (1/3) of your outstanding bill (\$200.00 maximum); and
 - 3. Accept referral to the Human Resources' Weatherization Program; and
 - 4. Agree to a repayment schedule that will cause your bill to become current by October 15
- You have the right to contact the Kentucky Public Service Commission regarding any dispute that you have been unable to resolve with JPEC (call Toll Free 1-800-772-4863).

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TITLE President & CEO	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	000139
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(1) SCOPE

This schedule of Rules and Regulations is hereby made a part of all agreements and contracts for electric service received from Jackson Purchase Energy Corporation, hereinafter referred to as JPEC, and applies to all service received, whether such service is based upon a contract, agreement, signed application or otherwise. No employee or director of JPEC is permitted to make an exception to rates and rules. Regulations are on file at the JPEC office, can be inspected at the JPEC office, or on the JPEC website (www.jpenergy.com). All Rules and Regulations shall be in effect so long as they do not conflict with Kentucky Public Service Commission Rules and Regulations.

(2) REVISIONS

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time after approval by JPEC's Board of Directors and the Kentucky Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations.

(3) SUPERSEDE PREVIOUS RULES AND REGULATIONS

These Rules and Regulations supersede all previous Rules and Regulations under which JPEC has supplied electric service.

(4) SERVICE AREA

JPEC furnishes electric power and energy in portions of Ballard, Carlisle, Graves, Livingston, Marshall and McCracken Counties.

(5) AVAILABILITY

IN CASE NO. 2007-00116

Available to all Members and non-Members of JPEC as specified in the tariff sheets and classifications of service.

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TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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RULES AND REGULATIONS

(6) AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

If an application is received by a person residing with a delinquent Member at the premises where power and/or energy was supplied to the delinquent Member, the application will be denied on the grounds that the applicant is applying as the agent of the delinquent Member.

(7) APPLICATION FOR ELECTRIC SERVICE

Each prospective Member and/or spouse desiring electric service will be required to complete the "Application for Membership and Electric Service". Where applicable, the prospective Member must sign an agreement or contract pertaining to their particular service. Also, where applicable, the prospective Member must provide JPEC with all necessary electrical permits and fully executed right of way easements for his/her property, and all necessary load information at the time of application for service. The Member may be required to furnish his/her social security number, federal tax identification number, telephone number(s), date of birth, permanent address, place of employment, name of spouse and other information.

(8) MEMBERSHIP

The Membership fee shall be zero dollars (\$0.00). No Member may hold more than one (1) Membership in JPEC. Discontinuance of service will automatically terminate the Membership, and any Membership fee will be applied against any unpaid bills of the Member and/or refunded. No refund of any membership fee will be distributed unless the membership is terminated. Membership fees are not transferable from one Member to another.

(9) CONTINUITY OF SERVICE

IN CASE NO. 2007-00116

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

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RULES AND REGULATIONS

For the purpose of making repairs to or changes in JPEC's facilities, JPEC may without incurring any liability therefore, suspend service for such period as may be required but will not inconvenience the Member unnecessarily. Whenever possible, JPEC will give reasonable notice to the Member prior to such suspension of service.

(10) EASEMENTS

Each Member, together with his/her spouse and all other real estate title owners, shall grant or convey to JPEC, without cost, any permanent easements reasonably required by JPEC to provide electric service to that Member for the installation, maintenance, and operation of JPEC's electrical distribution system, both existing and future, with right of ingress and egress for these purposes over the Member's property, provided such electrical distribution system is located on real estate owned, rented or otherwise controlled by the Member. The failure or refusal to convey easements shall constitute grounds for discontinuing service.

(11) RIGHT OF ACCESS

Each Member shall, at the time of application provide JPEC with permits or shall sign right of way easements if applicable. JPEC shall at all reasonable hours have access to meters, service connections and other property owned by it and located on the Member's premises for purposes of placing, locating, building, constructing, operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending and maintaining on, over or under such lands and premises or removing there from its electrical distribution system, new or existing lines, wires, poles, anchors and other necessary parts.

(12) NO PREJUDICE OF RIGHTS

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

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RULES AND REGULATIONS

(13) NON-STANDARD SERVICE

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

(14) BILLING

A bill for electric service is mailed to all Members each month a few days after the meter is read. Normally, the bill is for approximately 30 days of service, but may vary from 27 to 35 days depending on the number of working days in a month, bad weather or holiday schedules. Electric service is billed as per tariffs and/or special agreements as approved by JPEC's Board of Directors and the Kentucky Public Service Commission. Members may also be required to pay school, sales and/or franchise taxes as required by state and/or local governments.

If JPEC cannot obtain a reading of the Member's meter due to factors beyond JPEC's control, the reading may then be estimated. JPEC will estimate the Member's bill using information available to JPEC. This information may include previous billing information for this Member, billing information from similar services of other Members, weather data, and other applicable information. When the reading is estimated, it will be noted on the bill. After the next actual reading, the bill will be adjusted automatically if the estimated reading was too high or too low. Failure to receive a statement shall not release the Member from payment obligation.

JPEC shall not be responsible for any payment lost in the mail or for any payment made to any person not an employee of JPEC or to anyone who has not been authorized to accept such payments on behalf of JPEC. The gross rates shall apply to any such lost payments if not received by JPEC on or before the due date.

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RULES AND REGULATIONS

(15) DEPOSITS

JPEC may require a minimum deposit to secure payment of bills except for Members qualifying for service connection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit.

The residential deposit amount shall not exceed 2/12's of the average annual residential usage at the current rates. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the Member's bill, except that no refund or credit will be made if the Member's bill is delinquent on the anniversary date of the deposit.

The residential deposit may be waived upon a Member's showing of satisfactory credit, based on the credit information received from a credit bureau as determined by JPEC at the time the service is requested by the Member. If a deposit has been waived and the Member fails to maintain a satisfactory payment record, a deposit may then be required. JPEC may require a deposit in addition to the initial deposit if the Member's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts and any interest earned and owing, will be credited to the final bill with any remainder refunded to the Member.

The non-residential deposit shall be based on existing load information or information provided by Member. The deposit will be equal to 2/12's of the existing usage or 2/12's of the anticipated usage based upon information provided by Member. JPEC may require a deposit in addition to the initial deposit if the Member's classification of service changes or if there is a substantial change in usage. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the Member's bill, except that no refund or credit will be made if the Member's bill is delinquent on the anniversary date of the deposit.

If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at the Member's request based on the Member's actual usage. If the deposit for the account differs from the recalculated amount ten percent (10%) for a Member, JPEC may collect any underpayment and shall refund any overpayment by check or credit to the Member's bill. No refund shall be made if the Member's bill is delinquent at the time of the recalculation.

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(16) LEVELIZED BILLING

IN CASE NO. 2007-00116

JPEC will provide a voluntary levelized billing plan for any residential Member who wishes to reduce variations in monthly electric bills based on the latest twelve (12) months usage. The levelized billing plan will not allow the accumulation of large credit or debit balances on a Member's account. The plan enables members to pay a monthly, levelized amount instead of monthly billings for actual usage. JPEC determines the levelized amount based on the following calculation:

Average Monthly kWh Usage =

<u>Current month's kWh usage + Previous 11 months' kWh usage</u>

12

Average Monthly kWh Charge =

Average Monthly kWh Usage X Current Rate

1/12 Previous kWh Charge Balance =

Previous kWh charge balance

12

Current Levelized Amount (round to nearest dollar) =

Average Monthly kWh Charge +/- 1/12 Previous kWh Charge Balance + Any Additional Fees Due

All current state, federal, and local taxes that are immediately paid by JPEC, service charges, arrears, and any recurring monthly charges such as security lights are added to the monthly levelized amount in order to calculate the current total levelized payment due.

Payment dates and payment terms remain the same as for normal billing. Participants in levelized billing must pay the full amount of the levelized payment each month by the due date.

Failure to pay the full levelized amount, failure to pay a collection fee, disconnect for nonpayment, illegal use of service, or theft of service will result in removal of the account from the levelized program. Accounts removed from the levelized program are placed on the normal billing program and any levelized balance is applied to the actual current billing.

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Requirements for levelized billing are: (1) twelve (12) months of service at the location; (2) account is paid up-to-date; (3) satisfactory credit history.

JPEC may, at its discretion, offer this program to Members with less than twelve (12) months of service at the location with appropriate changes made to the formulas.

(17) PARTIAL PAYMENT PLAN

Residential Members who are unable to pay their bills in accordance with JPEC's regular payment terms may come to JPEC's office during normal business hours to make arrangements for a partial payment plan and retention of service. Such arrangements must be made before the scheduled disconnect date as printed on the late notice. The agreement will be mutually agreed upon and be reasonable and in accordance with the provisions set forth in 807 KAR 5:006, Section 14, Refusal or Termination of Service and Section 15, Winter Hardship Reconnection. The agreement shall be in writing and signed by the Member or by verbal agreement as recorded by JPEC equipment. The agreement will state and the Member will be advised that should he/she fail to honor the payment schedule mutually agreed upon, the Member's service may be disconnected without prior additional notice. JPEC shall not be obligated or required to negotiate additional partial payment plans with Members who are currently delinquent under a previous payment plan.

(18) LOCATION OF METERS

Meters shall be easily accessible for reading, testing, making necessary adjustments and repairs and shall be located at a site designated by JPEC personnel.

(19) METER TESTS

IN CASE NO. 2007-00116

JPEC will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Kentucky Public Service Commission. JPEC will make a test of any meter upon written request of any Member. The Member will be given the opportunity of being present at such a "request test". Should the test made at the Member's request show the meter to be accurate within two percent (2%) slow or fast, no adjustment will be made

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to the Member's bill and the Member will be billed in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and the Kentucky Public Service Commission to cover the cost of the "request test". Such charge would be subject to the same collection policies as any other amount due and owing JPEC. Should the test show the meter to be in excess of two percent (2%) slow or fast, an adjustment shall be made to the Member's bill as prescribed by 807 KAR 5:006, Section 10 (5). Should the test show the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be borne by JPEC.

(20) SERVICES PERFORMED FOR MEMBERS

JPEC personnel are prohibited from making repairs or performing services to the Member's equipment or property except in cases of emergency or to protect the public or Member's person or property. When such emergency service(s) is/are performed, the Member shall be charged for such service(s) at the rate of time and material(s) used.

(21) RESALE OF POWER BY MEMBERS

All purchased electric power and energy used on the premises of the Member shall be supplied exclusively by JPEC and the Member shall not directly sell, sublet or otherwise dispose of the electric power and energy or any part thereof.

(22) NOTICE OF TROUBLE

Member or Member's representative should notify JPEC immediately should service be unsatisfactory for any reason or should there be any defects, trouble or accidents affecting the supply of electricity.

(23) POINT OF DELIVERY

IN CASE NO. 2007-00116

The point of delivery is the point as designated by JPEC on the Member's premises where electric power and energy is to be delivered to a building or premises, namely, the point of attachment, which is normally the point closest to the utility line. A Member requesting a delivery point different from the one designated by JPEC will be required to pay the additional cost of the special construction. All wiring and

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RULES AND REGULATIONS

equipment, excluding the metering, beyond this point of delivery shall be supplied and maintained by the Member.

(24) 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 at the average consumption of the Member, based on the twelve (12) months period immediately preceding the failure and other information as deemed appropriate.

- (25) MEMBER'S WIRING AND INSTALLATION
 - A. The electric system of the Member's premises shall be installed to be in compliance with the standards of the most recent edition of NFPA 70, National Electrical Code, Rules and Regulations of JPEC and with the codes and regulations of any government authority having jurisdiction. Any required inspection by any governmental agency shall be secured by the Member. No connection or hookup shall be made until JPEC has received a certificate of inspection or certificate of exemption from the agency having jurisdiction.
 - B. All wiring, pole lines, equipment and appliances beyond the metering point or delivery point shall be installed, owned and maintained by the Member. JPEC assumes no duty or liability for any appliances or wiring not installed by JPEC or for any injury to persons or property resulting from appliances or wiring installed by the Member on its side of the meter or delivery point.
 - C. JPEC shall have the right, but does not assume the duty, to inspect the Member's entrance equipment installation at any reasonable time. JPEC may refuse to commence or continue service whenever entrance equipment installation could subject any person to imminent harm or result in substantial damage to the property of JPEC or others, but no inspection by JPEC, nor the failure by it to identify deficiencies in the Member's entrance equipment installation shall render JPEC liable or responsible for any loss or damage resulting from defects in installation, wiring or equipment. When a dangerous condition is found to exist on the Applicant/Member's premises, the service shall be refused or discontinued without notice, provided that JPEC notifies the Applicant/Member immediately of the reasons for the refusal or discontinuance and the corrective action to be taken by the Applicant/Member before service can be connected or restored.

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RULES AND REGULATIONS

(26) FRANCHISE FEE

The franchise fee of any local governmental unit shall be assessed only against Members located within the boundaries of the franchising unit of government and shall be listed as a separate item on the bill of the consumers located within the franchised area with a designation on the bill of the amount of the franchise fee and the unit of government to which the fee is payable.

(27) INSPECTIONS

JPEC shall not connect a new or modified electric service until the required certificate of approval has been issued by a certified electrical inspector, as required by local and/or state laws.

(28) PROTECTION OF JPEC EQUIPMENT

The Member shall protect the equipment of JPEC on his/her premises and shall not interfere with or alter or permit interference with or alteration of JPEC's meter or other property except by duly authorized representatives of JPEC. For any loss or damage to the property of JPEC due to or caused by or arising from carelessness, neglect, vandalism or misuses by the Member or other unauthorized persons, the cost of the necessary replacement and repairs shall be paid by the Member. After proper negotiations with JPEC and if unable to reach an agreement, a court of law having jurisdiction over the parties shall determine the cost.

(29) RELOCATION OF LINES

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

- A. The relocation is made for the convenience of JPEC.
- B. The relocation will result in a substantial improvement in JPEC's facilities.
- C. The relocation is associated with other regularly scheduled conversion or construction work and can be completed at the same time.

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RULES AND REGULATIONS

(30) VOLTAGE FLUCTUATIONS CAUSED BY THE MEMBER

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to JPEC's distribution system. JPEC may require the Member, at his/her own expense, to install suitable apparatus which will reasonably limit such fluctuations or disturbances.

(31) REFUSAL OR TERMINATION OF SERVICE

JPEC may refuse or terminate service to a Member under the following conditions, except as provided in 807 KAR 5:006:

- A. <u>For noncompliance with JPEC's tariffed rules or Kentucky Public Service Commission regulations.</u>

 JPEC may terminate service for failure to comply with applicable tariffed rules or Kentucky Public Service Commission regulations pertaining to that service. However, JPEC shall not terminate or refuse service to any Member for noncompliance with its tariffed rules or commission regulations without first having made a reasonable effort to obtain Member compliance. After such effort by JPEC, service may be terminated or refused only after the Member has been given at least ten (10) days written termination notice pursuant to 807 KAR 5:006.
- B. <u>For dangerous conditions.</u> If a dangerous condition relating to JPEC's service which could subject any person to imminent harm or result in substantial damage to the property of JPEC or others is found to exist on the Member's premises, the service shall be refused or terminated without advance notice. JPEC shall notify the Member immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by JPEC and shall include the corrective action to be taken by the Member or JPEC before service can be restored or provided.
- C. <u>For refusal of access.</u> When a Member refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance or removal of JPEC property, JPEC may terminate or refuse service. Such action shall be taken only when corrective action negotiated between JPEC and the Member has failed to resolve the situation and after the Member has been given at least ten (10) days written notice of termination pursuant to 807 KAR 5:006.

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- D. For outstanding indebtedness. Except as provided in 807 KAR 5:006, JPEC shall not be required to furnish new service to any Member who is indebted to JPEC for service furnished or other tariffed charges until that Member has paid his/her indebtedness.
- E. For noncompliance with state, local or other codes. JPEC may refuse or terminate service to a Member if the Member does not comply with state, municipal, local or other codes and rules and regulations applying to such service. JPEC may terminate service pursuant to 807 KAR 5:006 only after ten (10) days written notice is provided, unless ordered to terminate immediately by a governmental official.
- F. For nonpayment of bills. JPEC may terminate service at a point of delivery for nonpayment of charges incurred for JPEC service at that point of delivery; however, JPEC shall not terminate service to any Member for nonpayment of bill for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of 807 KAR 5:006.
 - 1. Termination notice requirements for electric service. JPEC shall mail or otherwise deliver the Member ten (10) day written notice of intent to terminate. Under no circumstances shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill unless, prior to discontinuance, a residential Member presents to JPEC a written certificate, signed by a physician, registered nurse, public health officer or other qualified medical provider, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effective not less than thirty (30) days from the date JPEC notifies the Member, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance The termination notice to residential Members shall include written notification to the Member of the existence of local, state and federal programs providing for payment of JPEC bill under certain conditions, and the address and telephone number of the Department of Social Insurance of the Cabinet for Human Resources to contact for possible assistance.
 - 2. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular Member or Members are otherwise dictated by the terms of a special agreement or contract between JPEC and the Member which has been approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

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- G. For illegal use or theft of service, JPEC may terminate service to a Member without advance notice if it has evidence that the Member has obtained unauthorized service by illegal use or theft or if the meter or other equipment belonging to JPEC is tampered or interfered with. Within twenty-four (24) hours after such termination, JPEC shall send written notification to the Member of the reasons for termination or refusal of service upon which JPEC relies and of the Member's right to challenge the termination by filing a formal complaint with the Kentucky Public Service Commission. This right of termination is separate from and in addition to any other legal remedies which JPEC may pursue for illegal use or theft of service. JPEC shall not be required to restore service until the Member has complied with all tariffed rules of JPEC and laws and regulations of the Kentucky Public Service Commission. The Member supplied shall pay the amount JPEC estimates is due for service rendered but not registered on JPEC's meter and for such repairs and replacements as are necessary. In disconnecting the illegal service, actual cost to disconnect will be charged if it is required to be disconnected at the transformer. This actual cost, including overheads and transportation, shall be determined based on wages, as determined by collective bargaining agreement, at the time of the disconnect at the transformer.
- H. <u>Collection Fee.</u> Should a collection agent be dispatched by JPEC, a collection fee in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and the Kentucky Public Service Commission shall be added to the Member's bill to defray the cost of the collection agent and mileage to effect such collection. This charge is to be made regardless whether the agent collects the amount due or disconnects the service.

(32) TEMPORARY SERVICE

A Member requesting temporary service may be required to pay all cost of constructing, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, carnivals, fairs, camp meetings, etc., will be provided to Members 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 JPEC), for estimated consumption. Upon termination of temporary service, the payment made on estimated consumption will be adjusted to actual consumption and either a refund or additional billing will be issued to such temporary Member.

DATE OF ISSUE December 15, 2007
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DATE EFFECTIVE February 1, 2008
ISSUED BY
GAZEHY Nuckols
TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CACE NO. 2007 00116 DATED



	Jacl		Energy Corp.
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- (33) NEW SERVICE TO BARNS, CAMPS, PUMPS AND MISCELLANEOUS SERVICES NOT CONSIDERED PERMANENT PREMISES
 - A. This rule shall apply to services where the amount of consumption and/or the permanency of service cannot be reasonably assured as determined by JPEC.
 - B. All wiring shall be in accordance with JPEC's Rules and Regulations and the most recent edition of NFPA 70, National Electrical Code.
 - C. A contribution-in-aid of construction shall be required from the Applicant/Member for all facilities installed to provide service under this section. Aid of construction payment shall be estimated and received by JPEC before construction is begun. When construction is completed, the Member shall be billed for the actual cost of construction and credit for advance payment shall be given.
 - D. The Member requesting service may clear right-of-way, to JPEC specifications, inspection(s) and approval, for initial installation in order to reduce cost.

(34) DISTRIBUTION LINE EXTENSIONS

- A. A single phase extension to a permanent premises of one thousand (1,000) feet or less shall be made by JPEC to its existing distribution line without charge for a prospective Member 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 structure from the distribution line at the last power pole shall not be included in the foregoing measurements. This distribution line extension shall be limited to service where the installed transformer capacity does not exceed 25 kVA. Any extensions to a Member who may require polyphase service or whose installed transformer capacity will exceed 25 kVA will be required to pay in advance additional cost of construction which exceeds that for a single phase line where the installed transformer capacity does not exceed 25 kVA.
- B. Other Extensions:
 - 1. When an extension of JPEC's line to serve a Member or a group of Members amounts to more than one thousand (1,000) feet per Member, the total cost of excessive footage over one thousand (1,000) feet per Member shall be deposited by the Member or Members based on the estimated cost of the total extension. When construction is completed, the Member shall be billed for the actual cost of construction based on the

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TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2007-00116 DATED

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RULES AND REGULATIONS

average cost per foot of the total extension, and credit for advance payment shall be given.

2. Each Member receiving service under such extension will be reimbursed under the following plan:

Each year for a period of ten (10) years, which for purpose of this rule shall be the refund period, JPEC shall refund to the Member or Members who paid for the excess footage the cost of one thousand (1,000) feet of the extension in place for each additional Member 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 JPEC. No refund shall be made after the refund period ends. For additional Members connected to an extension or lateral from the distribution line, JPEC shall refund to any Member who paid for excessive footage the cost of one thousand (1,000) feet of line less the length of the lateral or extension. No refund shall be made to any Member who did not make the advance originally.

- C. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of extension. Each year for a period of ten (10) years, JPEC shall refund to applicant who paid for the extension, a sum equivalent to the cost of one thousand (1,000) feet of the extension installed for each additional Member connected during the year, but in no case shall the total amount refunded exceed the amount paid to JPEC. After the end of the refund period, no refund will be required.
- D. The applicant or applicants may elect to clear the right-of-way, to JPEC specifications, inspections and approval, to reduce the cost of the extension.
- E. The applicant or applicants shall grant the necessary easement for JPEC to construct lines off the original line extension to all adjacent property in order to receive a refund on the original deposit.

(35) DISTRIBUTION LINE EXTENSION TO MOBILE HOMES

JPEC will extend service to an individual mobile home under the following terms and conditions.

A. The Member shall enter into a standard agreement (as determined by Section 3 through 5 below) with JPEC. Members shall agree to abide by the Bylaws as adopted and approved by JPEC's

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IN CASE NO. 2007-00116



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FOR	Entire Territory Served	
	Community, Town or City	
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Board of Directors and the Rules and Regulations as adopted and approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

- B. A contribution-in-aid of construction will be charged for extending service to an individual mobile home when JPEC provides the service termination pole (meter pole). This fee shall be determined by calculation of the actual materials costs, including any applicable taxes and overhead costs of JPEC in providing the meter pole. This contribution-in-aid of construction is in addition to the advance for construction fees listed below and shall be payable prior to connection of service. The meter pole thus furnished shall become the property of the Member. In the event the Member furnishes a meter pole which meets the specifications of JPEC, the above contribution-in-aid of construction will not be charged. Should it be necessary for JPEC to furnish necessary grounding, guying, etc. on the Member-furnished meter pole, the Member shall pay a fee for actual material costs, including any applicable taxes and overhead costs to JPEC in providing the necessary grounding, guying, etc. JPEC shall not be responsible for any maintenance associated with meter poles or hardware attached to meter poles.
- C. All extensions of up to three hundred (300) feet from the nearest distribution facility shall be made without charge.
- D. For extensions greater than three hundred (300) feet and less than one thousand (1,000) feet from the nearest distribution facility, JPEC may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond three hundred (300) feet.
 - 1. This advance shall be refunded to the Member over a four (4) year period in equal amounts for each year the service is continued.
 - 2. If the service is discontinued 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.
 - 3. No refunds shall be made to any Member who did not make the advance originally.
- E. For extensions beyond one thousand (1,000) feet from the nearest distribution facility, JPEC may charge, in addition to the charges and refunds listed in Item 35, Section D above, an advance equal to the reasonable costs incurred by it for that portion of the service. Beyond one thousand (1,000) feet the extension shall conform to Item (34), Section B, above and shall conform to 807 KAR 5:041 Section 11.
- F. The Member requesting service may clear right-of-way for initial installation, to JPEC specifications, inspections and approval, in order to reduce cost.

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- G. All mobile homes not on a foundation and/or not connected to sanitary sewer, septic system or disposal field shall be considered in a readily removable condition and will be considered as a temporary service.
- H. Mobile homes which are located in an established Mobile Home park or placed on a permanent foundation, with the transport equipment removed (axel(s) and tongue), and connected to a sanitary sewer system, septic tank or disposal field as required by the Commonwealth of Kentucky, shall be considered as a permanent home.

(36) EXTENSION OF UNDERGROUND SERVICE AND PRIMARY

JPEC will extend underground electric distribution systems for all new Members and subdivisions in accordance with Kentucky Public Service Commission Regulation 807 KAR 5:041, Section 21 and the following conditions and terms:

- A. <u>Right of Way and Easements</u>. Applicant/Member shall furnish suitable right of way and easements for JPEC's underground facilities. Applicant/Member shall perform such services as necessary to facilitate construction and accessibility by JPEC to area, including approximation of final grade.
- B. <u>Land Rights</u>. Suitable land rights shall be granted to JPEC, obligating the applicant and any subsequent property owners to provide continuing access to JPEC for the operations, maintenance and/or replacement of its facilities and to prevent any encroachments upon JPEC's easement or any substantial change in grade or elevation.
- C. <u>Contractual Agreements</u>. Individual contractual agreements may be required with respect to individual service applications, including but not limited to subdivisions, commercial or business services or unusual cases.
- D. <u>Underground Cost Differential Charge</u>. Applicants/Members shall not be required to pay a non-refundable "cost differential charge" for underground services when the terms and conditions specified below are met.
- E. <u>Primary Extensions</u>. Applicant/Member shall install a suitable conduit system for the installation by JPEC of its primary cables. The conduit system may include:
 - 1. Electric grade conduit as specified by JPEC.

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- 2. Long radius elbows or bends shall be required. The maximum number of bends in any single run of conduit shall be limited to the equivalent of three (3) ninety degree (90°) bends.
- 3. JPEC furnished equipment, such as vaults or pull boxes.
- 4. Pull string of sufficient strength to allow JPEC to install the necessary pulling rope.
- 5. JPEC will provide the riser and any junction or pull vaults. The conduit system shall be installed to meet all applicable codes and regulations and JPEC specifications. JPEC reserves the right to inspect any conduit system during installation and prior to backfilling of trench(es) by Applicant/Member. JPEC shall not accept an Applicant/Member installed conduit system unless inspection was made by JPEC prior to backfilling any trench.
- 6. Upon acceptance of the conduit system by JPEC, JPEC shall assume ownership, liability, and future maintenance of the conduit system.
- F. <u>Secondary or Service Extensions</u>. Applicant/Member shall install a suitable conduit system for the installation by JPEC of its secondary/service cables. The conduit system may include:
 - 1. Electric grade conduit as specified by JPEC.
 - 2. Standard radius elbows and bends shall be required. The maximum number of bends in any single run of conduit shall be limited to the equivalent of three (3) ninety degree (90°) bends.
 - 3. Pull string of sufficient strength to allow JPEC to install the necessary pulling rope.
 - 4. JPEC will provide the riser and any secondary junction or pull vaults or enclosures. The conduit system shall be installed to meet any applicable codes and regulations and JPEC specifications. JPEC reserves the right to inspect any conduit system during installation and prior to backfilling of trench by Applicant/Member. JPEC shall not accept an Applicant/Member installed conduit system unless inspection was made by JPEC prior to backfilling any trench.
 - 5. Upon acceptance of the conduit system by JPEC, JPEC shall assume ownership, liability, and future maintenance of the conduit system.
- G. <u>Subdivisions</u> Each subdivision will be evaluated to determine the necessary facilities to be installed. The subdivision developer or Member will be required to comply with the Primary Extension and Secondary or Service Extensions requirements as defined above.
- H. <u>Overhead to Underground</u> When an existing Member requests underground facilities and is currently served with adequate overhead facilities, the entire cost of the requested change from

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IN CASE NO 20	07-00116 DATED

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Jackson Purchase Energy Corp.

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RULES AND REGULATIONS

overhead to underground shall be borne by the Member as a non-refundable contribution-in-aid of construction prior to the beginning of such conversion. JPEC shall provide an estimate to the Member of the expected cost. The cost shall include:

- Labor, materials and applicable overhead for the new underground installation. 1.
- 2. Labor and applicable overhead for the removal of the existing overhead facilities.
- 3. Less the value of any reusable materials removed.

The total cost of the conversion shall be deposited by the Member based on the estimated cost of the total conversion. When construction is completed, the Member shall be billed for the actual cost of construction based on the average cost per foot of the total conversion, and credit for advance payment shall be given.

All other terms and conditions specifically set forth in Section 36 and any other terms and conditions within these Rules and Regulations shall apply.

(37)CONNECTION OR RECONNECTION OF SERVICE

JPEC shall charge a fee in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and Kentucky Public Service Commission to cover costs for a Member to connect or reconnect service during regularly scheduled hours. This charge offsets time spent by JPEC in dispatching personnel to the meter location. If a Member requests to be connected or reconnected at a time outside regularly scheduled hours, an after hours fee in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and Kentucky Public Service Commission shall be made. The after hour charge shall be in lieu of the regular scheduled fee.

Should a service disconnected for non-payment require reconnection at the transformer, the Member may be levied actual JPEC incurred costs including overhead charges.

(38)RETURNED CHECKS

Checks returned to JPEC by the bank which are marked "insufficient funds," "no account," etc. will not be regarded as a payment. Postdated checks will not be accepted by JPEC as a payment of any account.

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TITLE President & CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2007-00116 DATED

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Upon receiving a returned check from the bank, a letter shall be prepared and mailed to the Member stating that such check has been returned to JPEC, and that the account is still due and payable in addition to a returned check charge fee, billed in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and the Kentucky Public Service Commission, for handling the returned check. If reimbursement is made by the Member for such check prior to the delinquent date, then the net charge will prevail. However, if reimbursement by the Member to JPEC is made following the delinquent date, the gross charges shall apply.

In the event a collection agent is dispatched to effect collection of such returned check, then the same charges and procedures listed under Section 31, REFUSAL OR TERMINATION OF SERVICE, shall apply.

(39) MONITORING OF MEMBER USAGE

JPEC will monitor the usage of each Member according to the following procedure:

- A. JPEC will monitor the consumption of its Members each month.
- B. If the current month's consumption is approximately the same or if any difference is known to unique circumstance, such as unusual weather conditions common to all Members, or if the Member's previous month's consumption has been estimated, no further review will be done.
- C. If the monthly consumption differs by two hundred percent (200%) higher or fifty percent (50%) lower than the previous month's consumption and cannot be attributed to a readily identified common cause, JPEC will compare the Member's consumption records for the twelve (12) month period with the same months of the preceding year.
- D. If the cause for the deviation in consumption cannot be determined from analysis of the Member's meter reading and billing records, JPEC will contact the Member to determine whether there have been changes such as different number of household members, additional and different appliances, any problems with the heating or cooling unit(s) or other reasons for the deviation in consumption.
- E. Where the deviation is not otherwise explained, JPEC will test the Member's meter to determine whether it shows an average error greater than two percent (2%) fast or slow.
- F. JPEC will notify the Member of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10 (4) and (5).

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RULES AND REGULATIONS

G. In addition to the monthly monitoring, JPEC will immediately investigate deviations in consumption brought to its attention as a result of its on-going meter reading or billing process or Member inquiry.

(40) JOINT USE AND ATTACHMENTS

Occasionally, it becomes necessary or advantageous for JPEC and other entities to occupy the same pole line. Where it is more advantageous to build jointly, an agreement shall be prepared and executed by the parties involved fixing the rental payments, terms and conditions of the joint facilities.

No Member's or third party's equipment shall be permitted on JPEC's poles except the authorized joint-use attachments as referenced above.

(41) COMPLAINTS

IN CASE NO. 2007-00116

Upon complaint to JPEC by a Member either at its office or in writing, JPEC shall make a prompt and complete investigation and advise the complainant thereof. JPEC shall keep a record of all such complaints concerning its service which shall show the name and address of the complainant, the date and the nature of the complaint and the adjustment or disposition thereof.

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BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION

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Exhibit E

Present and Proposed Tariffs In Comparative Form

EXISTING AND PROPOSED RATES

TPEC

Cost of Service Study for the Twelve Months Ended December 31, 2006

RESIDENTIAL

				Proposed Rates	00.68	030000	\$0.00£32		\$26,489,557	\$2.242.079	9.25%	
			Cost Based	Rates	476 77	970.07	\$0.04947	· · · · · · · · · · · · · · · · · · ·	\$26.961,963	427 717 786	001,11,756	11.13%
Amount	25,461	379,714,788		Existing Rates	0	27.00	0005000	\$0.05 / £3	771 717 ACA	これにせんなり		
Description	Number of Customers	KWH Sales			Describnon	Facility Charge	Comment of the commen	Energy Charge		Revenue	Increase	Percent Increase
Line	-	2		,	Line	"	•	4		5	9	7

EXISTING AND PROPOSED RATES
JPEC

Cost of Service Study for the Twelve Months Ended December 31, 2006

SMALL COMMERCIAL SINGLE PHASE

	Proposed Rates	\$10.00	\$1,855,915 \$167,900 9.95%
	Cost Based Rates	\$26.51 \$0.05015	\$1,914,180 \$226,165 13.40%
Amount 2,021 25,347,920	Existing Rates	\$7.00	\$1,688,015
Description Number of Customers KWH Sales	Description	Facility Charge Energy Charge	Revenue Increase Percent Increase
Line 1 2	ar.		2 9 7

EXISTING AND PROPOSED RATES

JPEC

Cost of Service Study for the Twelve Months Ended December 31, 2006

SMALL COMMERCIAL THREE PHASE

				Proposed Rates	\$18.00	0000000	000000	\$329,111	\$20.011	5.000	2 1
			Cost Based	Rates	\$28.52		\$0.05142	\$310,830	100.10	10/10	0.56%
Amount	178	4,860,579		Existing Rates	615 DO	20:019	\$0.05583	660 6023	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Description	Number of Customers	KWH Sales		Description		Facility Charge	Energy Charge	•	Kevenue	Increase	Percent Increase
Line	-	7		1.	Trime	m	4	•	S	9	7

EXISTING AND PROPOSED RATES

JPEC

Cost of Service Study for the Twelve Months Ended December 31, 2006

LARGE COMMERCIAL - EXISTING

Amount	2	40,619,100	8,541
Description	Number of Customers	KWH Sales	Average Billing Demand
Line	-	2	ťΩ

Line 4 5 5 6 6	Description Service Charge Energy Charge Demand Charge First 3,000 KW Remaining KW	Existing Rates \$0.01545 \$10.48 \$10.48 \$1,725,798	Rates \$2,687.70 \$0.01986 \$9.61	\$300.00 \$300.00 \$0.01735 \$11.50 \$11.50
	Increase		\$130,547	\$164,825
	Percent Increase		7.56%	9.55%

EXISTING AND PROPOSED RATES JPEC

Cost of Service Study for the Twelve Months Ended December 31, 2006

COMMERCIAL AND INDUSTRIAL (LESS THAN 3,000 KW)

					Proposed Rates	\$35.00		\$0.03422	\$0.02692	\$0.02321	\$0.01961	00.04	\$10,224,603	07+70/00 07100	0.10.7
				Cost Based	Rates	\$81.27	\$0.02069					\$7.73	\$9,675,552	5321,377	3.44%
Amount	734	178,774,164	56,724		Existing Rates	\$25.00		\$0.03757	\$0.03027	\$0.02657	\$0.02297	\$4.95	\$9,354,175		
Description	Number of Customers	KWH Sales	Billing Demand		Description	Facility Charge	Finerov Charge	First 200 KWH/KW	Next 200 KWH/KW	Next 200 KWH/KW	Over 600 KWH/KW	Demand Charge	Revenue	Increase	Percent Increase
Line		2	ю		, i	4	· v	א נ	o 1~	· 00	0	01		12	13

EXISTING AND PROPOSED RATES

JPEC.

Cost of Service Study for the Twelve Months Ended December 31, 2006

OUTDOOR LIGHTING

				Proposed Rates		\$7.13	\$7.53) -		\$7.53	\$7.53	\$10.56	\$10.00	\$12.67	\$17.82	\$11.22	\$25.04	•
			Cost Based	Rates	\$9.18				91.08	01.60								
Amount	9,354	9,179,517		Existing Rates		By Contract	By Contract	By Contract	\$0.03377		\$6.73	\$6.73	\$9.43	\$8.93	\$11.32	\$15.91	\$10.02	\$22.36
Description	Number of Lights	KWH Sales		Description	Street Lights	175 MV Street Light	400 MV Street Light	100 W HPS Street Light	Energy	Security Lights	175 W MV	100 W HPS	250 W HPS Flood	250 W HPS	175 W Metal Halide	400 W Metal Halide	400 W MV	1000 W Metal Halide
Line	1	2			3	y 4	5	9	7	∞	6	10		12	13	4	15	16

EXISTING AND PROPOSED RATES

TPEC

Cost of Service Study for the Twelve Months Ended December 31, 2006

OUTDOOR LIGHTING

	Proposed Rates	\$959,339	\$88,540	10.17%
Cost Based	Rates	\$1,030,557	\$159,758	18.35%
	Existing Rates	\$870,799		
	Description	17 Revenue	Increase	Percent Change
	Line	17	× ×	

Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. 징

RULES AND REGULATIONS

For the purpose of extension of facilities, services shall be classified as: I.A. Service Definitions

PERMANENT SERVICE – Normal Extension – 1,000 feet or less PERMANENT SERVICE – Other – Beyond 1,000 feet

MOBILE HOME SERVICE

UNDERGROUND SERVICE INDETERMINATE SERVICE TEMPORARY SERVICE TRANSMISSION SERVICE

" PERMANENT SERVICE" whether it be a NORMAL extension of 1,000 feet or less, or OTHER extension beyond 1,000 feet, is construed to mean overhead service to domestic, commercial, farm and residential consumers when the use of service, both as to the amount and permanency, can be reasonably assured.

"MOBILE HOME SERVICE" includes overhead service to the house trailers, mobile home trailers or any other type of facility designed for living quarters that are trailers, double wide trailers or any other type of facility designed for living quarters that are either on wheels or will accommodate wheels for transportation upon roads and highways. A modular home can be considered a permanent dwelling unless there is a mobile home emblem affixed to the unit.

"UNDERGROUND SERVICE" is construed to mean any portion of the service facilities that is placed under the surface of the ground or any other source and includes pad mount transformers, meter pedestals and all other equipment designed for use with underground transformers, meter pedestals and all other equipment designed for use with underground

"INDETERMINATE SERVICE" includes service to mines, quarries, oil wells, industrial and commercial enterprises of speculative purposes, seasonal use of any type, real estate subdivisions, development of property for sale enterprises where the applicant will not be the user of service, where there is little or no demand for service, seasonal cabins, and to barns,

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO.

(Signature of Officer)

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RULES AND REGULATIONS

This section has been replaced with New Section 1 in the proposed Rules and Regulations as follows:

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for electric service received from Jackson Purchase Energy Corporation, heremafter referred to for electric service received from Jackson Purchase Energy Corporation, heremafter referred to agreement, signed applies to all service received, whether such service is based upon a contract, as agreement, signed application or otherwise. No employee or director of JPEC office, can be make an exception to rates and rules. Regulations are on file at the JPEC office, can be inspected at the JPEC office, or on the JPEC website (www.jpenergy.com). All Rules and Regulations shall be in effect so long as they do not conflict with Kentucky Public Service Commission Rules and Regulations. This schedule of Rules and Regulations is hereby made a part of all agreements and contracts

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION Month / Date / Year Month / Date / Year DATED (Signature of Officer) DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. FOR

êêêêêêêêêêêêêê wells, and other service where the amount and permanency of service cannot be reasonably assured, "TEMPORARY SERVICE" includes service to circuses, bazaars, fairs, concessions and similar enterprises, construction works, etc. of a temporary nature and to ventures of such speculative character that their permanency is questionable, such as coal and metal mining, or oil and gas production operations during the preliminary or development period, or any service required for less than eighteen (18) months except heavy construction projects such as dams or tunnels, etc. which may require service for a known period longer than eighteen (18) months. RULES AND REGULATIONS I.A. Service Definitions

The Service Definitions section has been eliminated from the proposed Rules and Regulations since definitions are provided where applicable.

"TRANSMISSION SERVICE" is construed to mean any service requiring extension of facilities with a voltage rating in excess of 12,500 volts.

			OMMISSION
Month / Date / Year	Month / Date / Year	(Signature of Officer)	TITLE BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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Jackson Purchase Energy Curp. Entire Territory Served Community, Town or City	,S.C, KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.
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RULES AND REGULATIONS	I.B. Extension to Permanent Service - Normal	Jackson Purchase ECC will extend overhead service to any permanent service up to 1,000 feet under the applicable rate schedule without any contribution in aid of construction provided that:	 The applicant will enter into a standard one year contract with the Cooperative, agreeing to abide by the Bylaws and Rules and Regulations adopted by the Cooperative and pay the Cooperative a membership fee as stated in the Bylaws which is refundable to the applicant upon termination of service when billings are paid in full. The Cooperative applicant upon termination of service when billings are paid in full. The Cooperative reserves the right to apply the membership fee on any unpaid bill for electric energy. 	The applicant will guarantee the Cooperative a minimum monthly bill as specified in the

 The applicant will guarantee the Cooperative a minimum monthly bill as specified in the applicable rate schedule. The information pertaining to Section I.B. in the existing Ruies and Regulations has been revised and is now included in Section 34 of the proposed Rules and Regulations.

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1 New Section 2 in the proposed Rules and Requisions a	
This section has been replaced with Ner follows:	

REVISIONS

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time after approval by JPEC's Board of Directors and the Kentucky Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations. (2)

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(Signature of Officer)

Month / Date / Year

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Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. RULES AND REGULATIONS FOR

I.C. Extension to Permanent Service - Other

Jackson Purchase ECC will extend overhead service to any permanent service of over 1,000 feet under the applicable rate schedule provided:

- The applicant will enter into a standard five (5) year contract with the Cooperative, agreeing to ablde by the Bylaws and Rules and Regulations adopted by the Cooperative and pay to the Cooperative a membership fee as stated in the Bylaws which is refundable to the applicant upon termination of service when all billings are paid in full. The Cooperative reserves the right to apply the membership fee on any unpaid bill for electric energy. ä
 - The applicant will guarantee the Cooperative a minimum monthly bill as specified in the applicable rate schedules. 2
- When an extension of the utility's line to serve and applicant or group of applicants amounts to more than 1,000 feet per customer, the utility may if not inconsistent with its filed tariff require the total cost of the excessive footage over the 1,000 feet per customer to be deposited with the utility by the applicant or applicants, based on the average estimated cost per foot of the total extension.

Each customer receiving service under such extension will be reimbursed under the following

additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals there from, but in no case shall the total amount refunded exceed the amount paid the utility. After the end of the 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 utility shall refund to the customer or customers who paid for the excessive footage the cost of 1,000 feet of the extension in place for each refund period, no refund will be required to be made.

The information pertaining to Section I.C. in the existing Rules and Regulations has been revised and is now included in Section 34 of the proposed Rules and Regulations.

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Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served

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RULES AND REGULATIONS

This section has been replaced with New Section 3 in the proposed Rules and Regulations as

SUPERSEDE PREVIOUS RULES AND REGULATIONS 3

follows:

These Rules and Regulations supersede all previous Rules and Regulations under which JPEC has supplied electric service

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Month / Date / Year	Month / Date / Year	(Signature of Officer)		BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	DATED
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Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. RULES AND REGULATIONS FOR

I.D. Extension to Mobile Home Service

The Cooperative will extend overhead service to this type of customer upon the following terms and conditions:

The applicant will enter into a standard contract with the Cooperative, agreeing to abide by the Bylaws and Rules and Regulations adopted by the Cooperative and pay to the Cooperative a membership fee as stated in the Bylaws which is refundable to the applicant upon termination of service when all billings are paid in full. The Cooperative reserves the right to apply the membership fee on any unpaid bill for electric energy.

The applicant will guarantee a monthly minimum bill as specified in the applicable rate r,i

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A contribution in aid of construction fee of twenty-five (\$25.00) doilars will be charged for extending service to an individual trailer when Jackson Purchase ECC provides the service termination pole (meter pole). Where more than one trailer per pole can be connected, this fee shall not spaly. This assessment is in addition to the membership fee listed above and customer advance for construction listed below and shall be payable at the time of making customer advance for construction listed below and shall remain the property of the Cooperative, application for service. The pole thus furnished shall remain the property of the Cooperative. In the event the member furnishes a pole which meets the specifications of the Cooperative, the above contribution in aid of construction will not be charged.

There will be no customer advance for construction for zero (0) to one hundred fifty (150) feet of extension from the nearest facility and a one year contract will be applicable.

For extensions greater than 150 feet and up to 300 feet, the customer shall pay the Cooperative a \$50.00 "customer advance for construction". This advance shall be refunded at the end of the one (1) year if the service to the mobile home continued for that length of time. If termination of service occurs before one year, the customer shall forfeit the advance to the Cooperative. A one year contract for service shall be applicable. t and less than 1,000 feet from the nearest facility, a 'n

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SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	

Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served

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RULES AND REGULATIONS

This section has been replaced with New Section 4 in the proposed Rules and Regulations as

JPEC furnishes electric power and energy in portions of Ballard, Carlisle, Graves, Livingston, Marshall and McCracken Counties. SERVICE AREA (4)

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Community, T P.S.C. KY NO. SHEET NO. CANCELLING P.S.C. KY NO. SHEET NO.

RULES AND REGULATIONS

). Extension to	I.D. Extension to Mobile Home Service	
	be required and the utility may charge an advance equal to the ed by it for that portion of the service beyond 300 feet (cost of last span of service drop not included in total cost) plus fifty dollars	66666
	(a) This advance shall be refunded to the customer over a four (4) year period in equal (0) amounts for each year the service is continued.	666
	 (b) If the service is discontinued for a period of sixty (60) days, or should the mobile home (c) be removed and another take its place within sixty (60) days, or should it not be replaced (10) by a permanent structure, the remainder of the advance shall be forfeited. 	6666
	(c) No refunds shall be made to any customer who did not make the advance originally.	9
	 (d) If any permanent structure replaces the mobile home at any time during the four (4) year period, all advances shall be refunded to the customer when permanent service is installed. 	6666
7.	For extensions greater than 1,000 feet a five (5) year contract for service will be required and the costs stated in Section D-6 hereof shall be payable plus the costs stated in Line Extensions – Other over 1,000 feet.	66666
æί	Footage in all cases shall be determined by the route the Cooperative must use to reach the service termination.	666
ne informati nd is now in	The information pertaining to Section I.D. in the existing Rules and Regulations has been revised and is now included in Section 35 of the proposed Rules and Regulations.	666

and is now included in Section 35 of the proposed rules and regulations.	
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Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. R R

economically lend themselves to this type of service under the following terms and conditions which insure adequate service and safety to all persons engaged in the construction, which insure adequate service and safety to all persons engaged in the construction. The maintenance, operation, or use of underground facilities and to the public in general. The terms and conditions also reflect and protect the rate payers who are served with overhead facilities from subsidizing those who served with higher cost underground facilities and in general requires the reimbursement of the cost difference between overhead and Jackson Purchase ECC will extend underground facilities to areas which physically and underground facilities necessary to serve a given load requirement.

The following words and terms when used in these rules and regulations shall have the meaning indicated:

(a) <u>Applicant:</u>
The developer, builder or other person, partnership, association, corporation or government the installation of an underground electric distribution system.

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for less than five (5) family occupancy.

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed to contain five (5) or more individual

Plant, Store, Warehouse, Commercial, School, Church, Community Building, Industrial, Etc... Industrial, Etc... A structure (or structures) other than residential occupancy where power is used for

RULES AND REGULATIONS Month / Date / Year 1.E. Extension to Underground Service dwelling units. 1. DEFINITIONS (b) Building: 9 DATE EFFECTIVE DATE OF ISSUE

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Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. P R

Jackson Purchase Energy Corp.

RULES AND REGULATIONS

This section has been replaced with New Section 5 in the proposed Rules and Regulations as

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AVAILABILITY

(2)

Available to all Members and non-Members of JPEC as specified in the tariff sheets and classifications of service.

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION Month / Date / Year Month / Date / Year DATED (Signature of Officer) DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

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Jackson Purchase Energy Corp. Entire Territory Served

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RULES AND REGULATIONS 1.E. Extension to Underground Service

any type of service classification other than residential.

(e) <u>Oistribution System:</u>
Electric service facilities consisting of primary and secondary conductors, transformers, and necessary accessories and appurtenances for the furnishing of transformers, and necessary accessories and appurtenances for the furnishing of transformers, and necessary accessories and appurtenances for the furnishing of transformers.

(f) <u>Subdivisions:</u>
The tract of land which is divided into ten (10) or more lots for the construction of The tract of land which is constructed two (2) or more new new residential buildings, or the land on which is constructed two (2) or more new new residential buildings. multiple occupancy buildings.

(g) <u>Individual Service:</u> Any service resulting in only one metering point and regardless of use or classification of service.

(h) <u>Trenching and Backfilling:</u>
Opening and preparing the ditch for the installation of conductors including placing Opening and preparing the ditch for the installation of raceways under roadways, driveways, or paved areas; providing a sand bedding of raceways under roadways, driveways, trench to ground level.

2. RIGHT-OF-WAY & EASEMENTS.

(a) The Cooperative shall construct, own, operate and maintain distribution lines only along easements, public streets, roads and highways which are by legal right to along easements, public streets, roads and which the utility has the legal right to occupy, and on the public lands and private property across which right-of-way and easements satisfactory to the Cooperative are provided without cost of condemnation by the Cooperative.

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RULES AND REGULATIONS

I.E. Extension to Underground Service

property owners to provide continuing access to the utility for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the remove all obstructions from such area, stake to show the 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. Sultable land rights shall be granted to the Cooperative obligating the applicant and subsequent service requirements. The applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment, distribution facilities must be furnished by the applicant in reasonable time to meet (b) Right-of-way and easements suitable to the Cooperative for the underground utility's easement or substantial changes in grade or elevation thereof.

(c) Where not feasible to trench under roads, highways, railroads, lakes, streams, etc., the Cooperative shall have the right to place this portion overhead with the granting of the easements (at no cost to the Cooperative) for such overhead construction.

INSTALLATION OF UNDERGROUND DISTRIBUTION SYSTEM: က်

(a) Where appropriate contractual arrangements have been made, the Cooperative shall install an underground electric distribution system of sufficient capacity and suitable maternals which, in its judgment, will assure that the property owner (s) will receive safe and adequate electric service for the foreseeable future.

(b) 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 ground.

(c) Multi-phase primary mains or feeders required within a subdivision to supply local distribution or to serve individual multi-phase loads may be overhead unless underground is required by governmental authority or chosen by the applicant, in

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	RUCES AND REGULATIONS
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Cooperative not less than 120 days written notice prior to the anticipated date of completion (i.e., ready for occupancy of the first building in the subdivision), the completion (i.e., ready for occupancy of the first building in the subdivision), the completion date. Subject to weather and ground conditions and availability of completion date. (Subject to weather and ground conditions and availability of materials and barring extraordinary or energency circumstances beyond the reasonable control of the Cooperative). However, nothing in this policy shall be interpreted to require the service to portions of the subdivision not under active either of which case the differential cost of underground shall be borne by the (d) If the applicant has complled with the requirements herein and has given the I.E. Extension to Underground Service

(e) A non-refundable payment shall be made by the applicant equal to the difference (D) between the cost of providing underground facilities and that of providing overhead (D) between the cost of providing underground facilities and that of providing overhead (D) facilities. The payment to be made by the applicant shall be determined from total footage of single phase primary, secondary and service conductor to be installed at (D) an average per foot cost differential in accordance with the Average Cost Differential (D) filed herewith as Exhibit. "A, which Average Cost Differential shall be updated (D) an average per foot, as stated, is annually. (Three wire secondary and service conductor runs shall be considered as (D) representative of construction is soil free of rock, shale or other impairments which increase cost of construction. Where rock, shale or other impairments are (D) increase cost of construction, the actual increased cost of trenching and backfilling shall be borne by the applicant.

The applicant may be required to deposit the entire estimated cost of the extension. If this is done, the amount deposited in excess of the normal charge for the underground extensions, as provided in paragraph "d" above, shall be refunded to the applicant over a ten (10) year period as provided by the public Service E

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City

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(g) The applicant may be required to perform all necessary trenching and backfilling in accordance with the Cooperative's specifications. The Cooperative shall then credit the applicant's cost in an amount equal to the Cooperative's normal cost for trenching and backfilling. 1.E. Extension to Underground Service

RULES AND REGULATIONS

(h) The Cooperative shall furnish, install and maintain the service lateral to the applicant's meter base (which normally will be at the corner of the building nearest the point to be served) except that the applicant shall furnish and install proper size the point to be served) except that the applicant shall furnish and install proper size conduit from the meter base to eighteen (18) inches below ground level.

(i) plans for the location of all facilities to be installed shall be approved by the Cooperative and the applicant prior to construction. Alterations in plans by the applicant will require additional cost of installation or construction shall be at the sole expense of the applicant.

(j) The Cooperative shall not be obligated to install any facility until satisfactory arrangements for the payment of charges have been completed by the applicant.

(k) The charges specified in these rules are based on the promise that each applicant will cooperate with the utility in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.

(I) All electric facilities shall be installed and constructed to comply with rules and regulations of the public Service Commission, National Electric Safety Code, Jackson regulations of the public Service Commission, National Electric Backson purchase E.C.C. specifications or other rules and regulations which may be applicable.

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Jackson Purchase Energy Corp. Entire Territory Served

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RULES AND REGULATIONS 1.E. Extension to Underground Service

(m) Service pedestals and method of installation shall be approved by Jackson Purchase Energy Corporation prior to installation.

(n) The Cooperative shall backfill only once and in the event of further settling or washing, the applicant shall be responsible for all necessary additional backfilling.

(o) An additional \$10.00 per linear trench foot shall be charged where extremely rocky conditions are encountered, such conditions being defined as limestone or other hard stratified material in a continuous volume of at least one cubic yard or more which can not be removed using ordinary excavation equipment.

(p) In the event of a grade change which results in the Cooperative reburying or setting deeper any underground facility to maintain safety limits, the entire cost of such reburying or relocation shall be borne by the applicant.

(q) In unusual circumstances, when the application of these rules appear impracticable or unjust to either party, or discriminatory to other customers, the Cooperative or applicant shall refer the matter to the Public Service Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

(r) Where only secondary conductors are involved, the Cooperative shall install underground conductors as follows:

If the Cooperative trenches, backfills and installs the secondary conductor, applicant shall pay prior to the commencement of such construction. The Average Cost Differential filled herewith as Exhibit "B", which Average Cost Differential shall be updated annually.

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Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. FOR R

RULES AND REGULATIONS

Where the applicant performs the trenching and backfilling with the Cooperative installing the secondary conductors, an eighty-five cent (\$.85) per foot credit shall be allowed under "r", 1, above. All other terms and conditions set forth in Sections "E", 1, 2 and 3 which are not in conflict with this section "E", 3(r) shall 1.E. Extension to Underground Service 5

5. CHANGES FROM OVERHEAD TO UNDERGROUND FACILITIES:

Where an existing customer requests underground facilities and is presently served with adequate overhead facilities, then the entire cost of such charge shall be borne by the applicant as a non-refundable contribution prior to the commencement of such construction. The cost includes:

a. Labor, material and overhead charges for the new installation.

Labor and overhead charges for the removal of existing facilities.

c. Less the value of reusable materials retired.

All other terms and conditions set forth in Sections "E", 1. 2 and 3 which are not in conflict with this section shall apply.

THREE PHASE REQUIREMENTS - UNDERGROUND: 6

Any consumer requiring three phase loads which are to be served by URD cables shall be encouraged to install all 3 phase equipment rated for 120/208 or 277/480 volts. The transformer (s) are to be connected grd. wye - grd. wye to minimize the possibility of

If the consumer insists on a volkage requiring a delta connected transformer, the

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FOR Entire Territory Served
Community, Town or City
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I.E. Extension to Underground Service

consumer will be required to pay for the equipment required to avoid ferroresonance, (D) such as (1) 3 phase OCR, (2) gang operated air break switch at riser pole, or (3) dummy (D) loads.

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City	O. SHEET NO.	CANCELLING P.S.C. KY NO.				AVERAGE UNDERGROUND COST DIFFERENTIAL FOR ALL CONDUCTORS			\$385,769.21 \$5.23
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			AND RE		EXHIBIT "A"	T DIFFER		URD Cost/Ft.	\$7.74
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		See Person		ground Ser		AGE UNDEF		URD Footage	51,205
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				1.E. Extent					

The information pertaining to Section I.E. in the existing Rules and Regulations has been revised and is now included in Section 36 of the proposed Rules and Regulations.

Average Cost per Foot for URD: \$7.74
Average Cost per Foot of OH: \$5.23
Average Cost Differential per Foot: \$2.51

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. FOR.

RULES AND REGULATIONS	the following the following	The Cooperative will extend service to this Class of Costonia and Indiana.
RULES	I.F. Extension to Indeterminate Service	The Cooperative will extend service

The applicant will enter into a contract with the Cooperative for electric service at the applicable rate schedule and minimum charge. The term of contract by be extended to five (5) years, and the minimum monthly charge will either be based on transformer five (5) years, and the minimum monthly charge will either be based on transformer capacity as stated in the applicable rate schedule or one and one-half (1 1/1) percent of the total construction cost, whichever is greater. terms and conditions:

The Cooperative may require an advance deposit as listed below to cover all or a portion of the total cost of facilities used or installed solely for the benefit of the applicant.

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(a) The cost of construction made necessary by the applicant, which deposit shall be
credited to the applicant's account monthly at an amount equal to the minimum
monthly charge or fraction thereof according to terms of the contract. Any billing for
use exceeding this amount shall be due and payable monthly.

(b) Adjustments, taking into consideration the cost of removal and credit for salvage material recovered, may be made with the customer, at the option of the Cooperative, after termination of service.

The information pertaining to Section I.F. in the existing Rules and Regulations has been revised and is now included in Section 33 of the proposed Rules and Regulations.

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AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS (9)

follows:

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If an application is received by a person residing with a delinquent Nember at the premises where power and/or energy was supplied to the delinquent Member, the application will be denied on the grounds that the applicant is applying as the agent of the delinquent Member.

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.

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SHEET NO. CANCELLING P.S.C. KY NO. SHEET NO.	RULES AND REGULATIONS	I.G. Extension to Temporary Service The Cooperative shall extend service to this class of service upon the following terms and	conditions: 1. The applicant will enter into a contract with the Cooperative for electric service at the applicable rate schedule, provided that if in the Cooperative's opinion the furnishing of applicable rate schedule, provided that if in the Cooperative's uplicable rate schedule, provided that if in the consumers, such service will not work an undue hardship upon it or its then existing consumers.	 The applicant will guarantee to the Cooperative and at the option of the Cooperative, the applicant may be required to make payment in advance to cover the following charges: 	(a) Cost of facilities installed for the sole benefit of the applicant.	(b) Cost of removal of said facilities less the value or used controlled.

The applicant will guarantee to the Cooperative and at the option of the Cooperative, the applicant may be required to make payment in advance to cover the following charges: The information pertaining to Section 1.G, in the existing Rules and Regulations been revised and is now included in Section 32 of the proposed Rules and Regulations. (b) Cost of removal of said facilities less the value of usable material returned. (a) Cost of facilities installed for the sole benefit of the applicant. (c) Estimated energy costs at the applicable rate.

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SHEET NO.

CANCELLING P.S.C. KY NO.

SHEET NO.

P.S.C. KY NO.

RULES AND RECOLATIONS	Se sules and Requiations as	This section has been replaced with New Section 7 in the proposed range	follows:		Each prospective Member and/or spouse desiring electric service will be bequired. Wember "Application for Membership and Electric Service", Where applicable, the prospective applicable, must spin an agreement or contract pertaining to their particular service. Also, where applicable, the prospective Member must provide JPEC with all necessary electrical permits and fully executed right of way easements for his/her property, and all necessary load information at the executed right of way easements for his/her property, and all necessary load information at time of application for service. The Member may be required to furnish his/her social security time of application for service, The Member may be required to furnish his/her social security number, federal tax identification number, telephone number(s), date of birth, permanent address, place of employment, name of spouse and other information.
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(Signature of Officer)

Jackson Purchase Energy Corp.

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Community, Town or City

SHEET NO.

P.S.C. KY NO.

CANCELLING P.S.C. KY NO.

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Community, Town or City
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CANCELLING P.S.C. KY NO.
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RULES AND REGULATIONS	iervice	
	H Extension to Transmission Service	

Jackson Purchase ECC will extend overhead transmission service (in excess of 12,500 volts) to this type of customer upon the following terms and conditions:

- The applicant will enter into a suitable contract with the Cooperative agreeing to abide by the Bylaws and Rules and Regulations adopted by the Cooperative that are on file with the Public Service Commission of Kentucky.
- Become a member of the Cooperative by paying a membership fee as stated in the Bylaws which is refundable to the applicant upon termination of service when all billings are paid in full.

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 Agreeing to a special or applicable rate schedule specifying Demand and Energy Charges, Minimum Billing, Facilities Charge if any, in addition thereto, modification of wholesale power rate, etc., all subject to the approval of REA and PSC of Kentucky.

The Extension to Transmission Service section has been eliminated from the proposed Rules and Regulations since JPEC does not own transmission facilities.

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This section has been replaced with New Section 8 in the proposed Rules and Regulations as

RULES AND REGULATIONS

(8) MEMBERSHIP

The Membership fee shall be zero dollars (\$0.00). No Member may hold more than one (1) Membership in JPEC. Discontinuance of service will automatically terminate the Membership, and any Membership fee will be applied against any unable fulls of the Member and/or refunded. No refund of any membership fee will be distributed unless the membership is terminated. Membership fees are not transferable from one Member to another.

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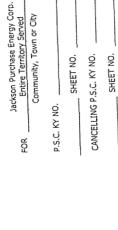
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II.A. Relocation or Alteration of Facilities

From time to time additional facilities other than the Cooperative's may be required, such as additional building, widening, improving or relocating roads, airports, etc., which may be in physical conflict with the Cooperative's lines and equipment.

right-of-way. Should the lines and equipment be located on private right-of-way, then the person, firm or organization requesting the chainse shall bear the total expense of the person, firm or organization neducting the chainse shall bear the total expense of the required change or alteration including the cost of locating property lines to determine right-required change or alteration including the cost of locating property lines to determine right-of-way are involved, the of way. In relocating facilities where both public and private right-of-way are involved, the charges shall be prorated with each party assuming the appropriate share of the expense. Consideration will be given to local county governments in relocating facilities where the The Cooperative will move, free of charge, all lines and equipment located within the public county provides the right-of-way.

In the event of new construction, remodeling or expansion to a member's house or property, the Cooperative recognizing that right-of-way was given at no cost to the Cooperative will bear the first one-hundred dollars (\$100.00) expense of the required charge plus fifty percent \$50% of the expense beyond one-hundred dollars (\$100.00). The members requesting the change shall bear the balance of the expense for the moving or relocation of actilities. These expenses shall be at actual cost.

The information pertaining to Section II.A. in the existing Rules and Regulations has been revised and is now included in Section 29 of the proposed Rules and Regulations.

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RULES AND REGULATIONS

This section has been replaced with New Section 9 in the proposed Rules and Regulations as

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CONTINUITY OF SERVICE

power and energy, but if such a supply shall fail or be interrupted or become deflective through power and energy, but if such a supply shall fail or be interrupted or become deflective through power and energy, but if such a supply shall fail or be interrupted or become deflective through power and so the public energy, terrorist actions, or by accident, strikes or labor troubles, or by actions of the elements, or other regulatory action or for any other cause beyond the reasonable control of pEC, JPEC shall not be liable.

For the purpose of making repairs to or changes in JPEC's facilities, JPEC may without will not any ilability therefore, suspend service for such period as may be required but will not any ilability therefore, suspend service for such period as may be required but will not inconvenience the Member prior to such suspension of service. JPEC shall use reasonable diligence to provide a constant and uninterrupted supply of electrical

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION DATED (Signature of Officer) Month / Date / DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

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Jackson Purchase Energy Corb. Entire Territory Served

FOR

Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.

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RULES AND REGULATIONS	11.B. Joint Use and Attachments Occasionally, it becomes necessary or advantageous for the Cooperative and other utilities and telephone lines to be constructed on the same pole line. Where it is more advantageous and telephone lines to be constructed on the same pole line. Where it is more advantageous to build jointly, an agreement shall be prepared and executed by the parties involved fixing to build jointly, an agreement shall be prepared and executed by the member's or the entral payments, terms and conditions of the joint construction. No member's or the entral payments shall be permitted on the Cooperative's poles except the service pole	serving that particular customer.

The Information pertaining to Section II.B. in the existing Rules and Regulations has been revised and is now included in Section 40 of the proposed Rules and Regulations.

P.S.C. KY NO. SHEET NO. CANCELLING P.S.C. KY NO. SHEET NO.	RULES AND REGULATIONS	This section has been replaced with New Section 10 in the proposed Rules and Regulations (Note that the section has been replaced with his/her spouse and all other real estate title owners, shall grant or (Note that hember to the installation, maintenance, and operation of 19EC to provide (Note that Member for the installation, maintenance, and operation of 19EC's property, provided electrical distribution system; both existing and future, with right of ingress and egress for these electrical distribution system; both existing and future, with right of ingress and egress for these operations of these contributed distribution system is located on the electrical distribution system is located on the purposes over the Member's property, provided electrical distribution system is located on the electrical distribution system is located on the electrical distribution system is located on the purposes over the Member's property.
A STATE OF THE PARTY OF THE PAR	R	This section has been replaced with D as follows: (10) EASEMENTS Each Member, together with his/convey to JPEC, without cost, and convey to JPEC, without cost, and electric service to that Member electric service to that Member electric additional system; both proposes over the Member's propurposes over

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Jackson Purchase Energy Corp. Community, Town or City Entire Territory Served SHEET NO. CANCELLING P.S.C. KY NO. SHEET NO. P.S.C. KY NO. FOR

The point of delivery of electric energy shall be the connection between facilities furnished by the seller and the facilities furnished and /or installed by the consumer in the following

II.C. Delivery Point

RULES AND REGULATIONS

1. Meter Installed on House or Building Overhead Service:

Seller shall attach overhead wires to the structure by suitable means leaving additional wiring (talls) for connection to the meter loop provided and installed by the consumer who shall also allow sufficient wring (talls) beyond the top or weatherhead for connection. The seller shall provide suitable connectors for connecting the two facilities thus supplied and this connection shall constitute the point of delivery. The seller shall, however, provide the meter and meter base and which base shall be installed by the consumer as a part of the entrance equipment.

Meter Installed on Pole Overhead Service. 5

to the pole or structure by suitable means leaving additional wining (tails) for connection to the meter loop provided and installed by the consumer who shall also allow sufficient to the meter loop provided and installed by the consumer who shall also allow sufficient wing (tails) beyond the top or weatherhead for connection. The seller shall provide suitable connectors for connecting the two facilities thus supplied and this connection shall constitute the point of delivery. The seller shall, however, provide the meter and shall constitute the point of delivery. The seller shall, however, provide the entrance meter base and which base shall be installed by the consumer as a part of the entrance The seller shall furnish and install a pole or structure and attach overhead service wires

Underground Secondary: mi

(a) Meter Pedestal:

Where the use of meter pedestals is required such as at mobile home parks, etc., the

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RULES AND REGULATIONS

This section has been replaced with New Section 11 in the proposed Rules and Regulations

RIGHT OF ACCESS

(11)

Each Member shall, at the time of application provide JPEC with permits or shall sign right of way cassements if applicable, JPEC shall at all reasonable hours have access to meters, service connections and other property owned by it and located on the Member's premises for purposes of placing, locating, building, constructing, operating, replacing, rebuilding, relocating, replacing, or mproving, extending and maintaining on, over or under such lands and premises or removing three from its electrical distribution system, new or existing lines, wires, poles, anchors and other necessary parts.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION DATED Month / Date / Year DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

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Jackson Purchase Energy Corp. FOR Entire Territory, Served Community, Town or City	P,S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	

The information pertaining to Section II.C. in the existing Rules and Regulations has been revised and is now included in Section 23 of the proposed Rules and Regulations.

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. FOR R

RULES AND REGULATIONS

1. The consumer shall cause his premises to be wired in compliance with the standards of the "National the" "National Electric Code" issued by the National Bureau of Standards, the "National Electric Code"; issued by the National Fire Protection Association, Rules and Regulations of Jackson Purchase Energy Corporation for entrance equipment, and with the codes and of Jackson Purchase Energy Corporation for entrance equipment, and with the codes and regulations of any government authority having jurisdiction. Any required inspection by eventmental agency shall be secured by the consumer. No connection or hookup any governmental agency shall be secured by the Cooperative a certificate of shall be made until the consumer has delivered to the Cooperative a certificate of inspection or certificate of exemption from the agency having jurisdiction. II.D. Consumer's Installation

All wring, pole lines, equipment and appliances beyond the metering point or delivery point shall be installed, owned and maintained by the consumer. The Cooperative assumes no duty or liability for any appliances or wiring not installed by the Cooperative or for any injury to persons or property resulting from appliances or wiring installed by the consumer on its side of the meter or delivery point. 5

3. The Cooperative shall have the right, but does not assume the duty, to inspect the (D) consumer's entrance equipment installation at any reasonable time and to refuse to consumer's entrance equipment installation at not in safe (D) commence or to conflue service whenever entrance equipment installation is not in safe (D) operative, nor the failure by it to object operative ondition, but no inspection by the Cooperative, nor the failure by it to object to the consumer's entrance equipment installation shall render the Cooperative liable or (D) responsible for any loss or damage resulting from defects in installation, wiring or responsible for any loss or damage resulting from defects in installation, wiring or pequipment. When a dangerous condition is found to exist on the customer's or applicant formediately of the reasons for the applicant or existence or refusal an the corrective action to be taken by the applicant or (D) discontinuance or refusal an the corrective action to be taken by the applicant or (D) 'n

The information pertaining to Section II.D. in the existing Rules and Regulations has been revised and is now included in Section 25 of the proposed Rules and Regulations.

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さん	A to the state of			This section has been replaced with	(12) NO PREJUDICE OF RIGHTS	Failure by JPEC to enforce any of as as a waiver of the right to do so.

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION Month / Date / Year DATED Month / Date / Year (Signature of Officer) DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City SHEET NO. CANCELLING P.S.C. KY NO. P.S.C. KY NO. FOR R

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RULES AND REGULATIONS

II.E. Service Continuity

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted
supply of electric power and energy; but if such supply shall fail or be interrupted or
supply of electric power and energy; but if such supply shall fail or be interrupted or
become defective through act of God, or the public enemy, or by accident, strikes, labor
troubles, breaker of fuse operation, or by action of elements or inability to secure righttroubles, preaker of fuse operation, or any cause beyond reasonable control of the
Cooperative, the Cooperative shall not be liable therefore.

For the purpose of making repairs to or changes in the Cooperative's plant, generating equipment, transmission or distribution system, or other property, the Cooperative may without incurring any liability therefore, suspend service for such period as may be required but will not inconvenience the consumer unnecessarily. Whenever possible, the Cooperative will give reasonable notice to the consumer prior to such suspension of 2,

The information pertaining to Section II.E. in the existing Rules and Regulations has been revised and is now included in Section 9 of the proposed Rules and Regulations.

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This section has been replaced with New Section 13 in the proposed Rules and Regulations

as follows:

NON-STANDARD SERVICE (13)

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

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<u>66666</u> Upon complaint to the utility by a customer either at its office or in writing, the utility shall make a prompt and complete investigation and advise the complainant thereof. It shall keep make a prompt and complaints concerning its utility service which shall show the name and address of the complaint the date and nature of the complaint and the adjustment or The information pertaining to Section II.F. in the existing Rules and Regulations has been revised and is now included in Section 41 of the proposed Rules and Regulations. disposition thereof II.F. Service Complaints

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Jackson Purchase Energy Corp. FOR Entire Territory Serviced. Community, Town or City P.S.C. KY NO. SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.
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RULES AND REGULATIONS

This section has been replaced with New Section 14 in the proposed Rules and Requiations as follows:

BILLING

(14)

A bill for electric service is mailed to all Members each month a few days after the meter is read. Normally, the bill is for approximately 30 days of service, but may vary from 27 to 35 days depending on the number of working days in a month, bad weather or holiday schedules. Electric service is billed as per tariffs and/or special agreements as approved by JPEC's Board of Directors and the Kentucky Public Service Commission. Members may also be required to pay school, sales and/or franchise taxes as required by state and/or local governments.

If JPEC cannot obtain a reading of the Member's meter due to factors beyond JPEC's control, the reading may then be estimated. JPEC will estimate the Member's bill using information available to JPEC. This information may include previous billing information for this Member, billing information from similar services of other Members, weather data, and other applicable information. When the reading is estimated, it will be noted on the bill. After the next actual information. When the adjusted automatically if the estimated reading was too high or too low. Failure to receive a statement shall not release the Member from payment obligation.

JPEC shall not be responsible for any payment lost in the mail or for any payment made to any person not an employee of JPEC or to anyone who has not been authorized to accept such payments on behalf of JPEC. The gross rates shall apply to any such lost payments if not received by JPEC on or before the due date.

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RULES AND REGULATIONS

II.G. Meter Testing and Accuracy

- registration to be in error by more than two percent (2%) slow or fast, the 555.00 charge will be the in error by more than two percent (2%) slow or fast, the 555.00 charge will be defined and the customer provided such request is not made more frequently than once each twelve months. The customer will be given the opportunity of being present at such test. accuracy of registration in accordance with the Public Service Commission. However, PSC Case No. 9474 allowed deviation from regulation 807 KAR 5:041, Section 17, which requires single phase watt-hour meters to be tested at 50 percent power factor. A \$35.00 charge will be made for a request test. Should the test show the average The Cooperative will test and inspect its meters from time to time to maintain their
 - since the last meter test, if applicable, and historical usage data for the consumer. Of that data is not available, the average usage of similar outcomer loads shall be used for that data is not available, the average usage of similar outcomer loads shall be used for comparison purposes in calculating the time period. If the customer and the Cooperative are unable to agree on an estimate of the time period during which the error existed, the If the result of tests on a customer's meter shows an average greater than two percent (2%) faster, then the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elabsed time 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. The Cooperative shall not require customer repayment of any underbilling to be made over a period commission shall determine the issue. In all instances of customer overbilling, the shorter than a period shorter than a period coextensive with the underbilling.

The information pertaining to Section II.G. in the existing Rules and Regulations has been revised and is now included in Section 19 of the proposed Rules and Regulations.

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RULES AND REGULATIONS

This section has been replaced with New Section 15 in the proposed Rules and Regulations

DEPOSITS

(12)

JPEC may require a minimum deposit to secure payment of bills except for Members qualifying for service connection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit.

The residential deposit amount shall not exceed 2/12's of the average annual residential usage at the current rates. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the Member's bill, except that no refund or credit will be made if the Member's bill is delinquent on the anniversary date of the deposit.

The residential deposit may be walved upon a Member's showing of satisfactory credit, based on the credit information received from a credit bureau as determined by JPEC at the time the service is requested by the Member. If a deposit has been waived and the Member fails to maintain a satisfactory payment record, a deposit may then be required. JPEC may require a deposit in addition to the initial deposit if the Member's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts and any interest earned and owing, will be credited to the final bill with any remainder refunded to the Member.

the initial deposit if the Member's classification of service changes or if there is a substantial change in usage. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the Member's bill, except that no refund or credit will be made if the Member's bill is The non-residential deposit shall be based on existing load information or information provided by Member. The deposit will be equal to 2/12's of the existing usage or 2/12's of the anticipated usage based upon information provided by Member. IPEC may require a deposit in addition to delinquent on the anniversary date of the deposit.

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If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at the (N)

Member's request based on the Member's actual usage. If the deposit for the account differs (N)

from the recalculated amount Ten Percent (19%) for a Member, JPEC may collect any (N)

underpayment and shall refund any overpayment by check or credit to the Member's bill. No (N)

refund shall be made if the Member's bill is delinquent at the time of the recalculation.

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City 10. SHEET NO. SHEET NO.

RULES AND REGULATIONS	II.H. Connection or Reconnection of Service	The Cooperative shall charge twenty-five dollars (\$25.00) for a customer to connect or reconnect service during regularly scheduled hours. This charge offsets time spent by the cooperative in dispatching personnel to the meter location. If a customer requests to be connected or reconnected at a time outside regularly scheduled hours, an after hours charge of \$75.00 will be made. This charge is in lieu of the regular \$25.00 connection	charge.
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The information pertaining to Section II.H. in the existing Rules and Regulations has been revised and is now included in Section 37 of the proposed Rules and Regulations.

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	RULES AND REGULATIONS
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Section 16 in the proposed Rules and Regulations	
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This section has been replaced with New Section 10 in the processes	(16) LEVELIZED BILLING	JPEC will provide a voluntary levelized billing plan for any residential Member who whises to reduce variations in monthly electric bills based on the latest twelve (12) months usage. The reduce variations in monthly electric bills based on the latest twelve (12) months usage. It is levelized billing plan will not allow the accumulation of large credit or debit balances on a levelized billing plan will not allow the accumulation of large credit or debit balances on a levelized amount instead of monthly billings for actual usage. JPEC determines the levelized amount based on the following calculation:	Average Monthly KWH Usage = $\frac{\text{Current month's KWH usage}}{12}$
---------------------------------------------------------------------	------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

Average Monthly KWH Charge ≖	Average Monthly NWT Osbgc & Construction
1/12 Previous KWH Charge Balance =	Previous KWH charge balance 12
Current Levelized Amount (round to nearest dollar) = Average Monthly KWH Charge +/- 1/12 Previous K Due	rent Levelized Amount (round to nearest dollar) = Average Monthly KWH Charge +/- 1/12 Previous KWH Charge Balance + Any Additional Fees Due
All current state, federal, and local taxes	All current state, federal, and local taxes that are immediately paid by JPEC, service charges,

Average Monthly KWH Usage X Current Rate

Payment dates and payment terms remain the same as for normal billing. Participants in levelized billing must pay the full amount of the levelized payment each month by the due date. arrears, and any recurring monthly unayes such as levelized payment due. levelized amount in order to calculate the current total levelized payment due.

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RULES AND REGULATIONS

Pailure to pay the full levelized amount, failure to pay a collection fee, disconnect for nonpayment, illegal use of service, or theft of service will result in removal of the account from the levelized program. Accounts removed from the levelized program are placed on the normal billing program and any levelized balance is applied to the actual current billing.

Requirements for levelized billing are: (1) twelve (12) months of service at the location; (2) account is paid up-to-date; (3) satisfactory credit history.

JPEC may, at its discretion, offer this program to Members with less than twelve (12) months of service at the location with appropriate changes made to the formulas.

The non-residential deposit shall be based on existing load information or information provided by Member. The deposit will be equal to 2/12's of the existing usage or 2/12's of the anticipated usage based upon information provided by Member. JPEC may require a deposit in addition to the initial deposit if the Member's classification of service changes or if there is a substantial change in usage. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the Member's bill is except that no refund or credit will be made if the Member's bill is delinquent on the anniversary date of the deposit.

If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at the Member's request based on the Member's actual usage. If the deposit for the account differs from the recalculated amount Ten Percent (10%) for a Member, JPEC may collect any underpayment and shall refund any overpayment by check or credit to the Member's bill. No refund shall be made if the Member's bill is delinquent at the time of the recalculation.

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RULES AND REGULATIONS	III.A. Normal Cycle Billing and Meter Reading	(b) <u>Office Payments:</u> Payments received at the office shall be receipted on the consumer's portion of the billing stub and returned to the consumer as a receipt.	(c) Night Depositors: A right depository is provided by the Cooperative for payment after hours for the A right depository is provided by the consumer. Checks, or money orders should be used since the convenience of the consumer. Cancelled theck or money order receipt will serve as a receipt for the consumer.	 (d) <u>Bank Draffs:</u> Bank drafts will be excepted as a method of payment of the utility bill. The gank draft shall serve as the customer's receipt. 	200g card

The information pertaining to Section III.A. in the existing Rules and Regulations has been revised and is now included in Section 14 of the proposed Rules and Regulations.

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	RULES AND REGULATIONS	1 1 1
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This sections:	This section has been replaced with New Section 17 in the proposed Rules and Avademan. as follows:	
(11)	PARTIAL PAYMENT PLAN	_
	Residential Members who are unable to pay their bills in accordance with JPEC's regular bytheses teams arrangements for a terms may come to JPEC's office during normal business hours to make arrangements for a partial payment plan and retention of service. Such arrangements must be made before the partial payment plan and retention of service. Such arrangements mill be mutually agreed scheduled disconnect date as printed on the late notice. The agreement will be mutually agreed scheduled disconnect date as printed on the late notice. The agreement will be mutually agreed.	. T (1) m

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Scredule and the accordance with the provisions set for the secondarian becomection. Scredule and be reasonable and in accordance with the provisions set to the secondary of Section 14, Refusal or Termination of Service and Section 15, Winter Hardship Reconnect as The agreement shall be in writing and signed by the Member will be advised that recorded by IPEC equipment. The agreement will state and the Member will be advised that recorded by IPEC equipment. The agreement schedule mutually agreed upon, the Member's service should he/she fall to honor the payment schedule mutually agreed upon, the Member's service may be disconnected without prior additional notice. IPEC shall not be obligated or required to may be disconnected without prior additional notice. IPEC shall not be obligated or required to previous payment plan.	DATE OF ISSUE Month / Date / Year	DATE EFFECTIVE Month / Date / Year	ISSUED BY (Signature of Officer)	31111	BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	IN CASE NO. DATED

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III.B. Large Power Billings	 Where the Cooperative installs demand meters which must be reset monthly certain other meters, the Cooperative shall read these meters, prepare the monthly billing and mail said billing to the consumer on or about the bill/read date for each cycle billing and mail said billing to the consumer. 	of each month. 2. Payments of large power billings or other billings where the Cooperative reads the meter cading chall be made as provided in Section "A", (2), of this policy except the meter reading	portion shall be omitted.

RULES AND REGULATIONS

The information pertaining to Section III.B. in the existing Rules and Regulations has been revised and is now included in Section 14 of the proposed Rules and Regulations.

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CANCELLING P.S.C. KY NO.	SHEET NO.	RULES AND REGULATIONS	rhis section has been replaced with New Section 18 in the proposed Rules and Requiedure.		Per January and rep	Meters shall be easily accessible for reading, testing, making necessary aujustinents over the and shall be located at a site designated by JPEC personnel.
	The state of the s		s section has been replaced v	ss follows:	(18) LOCATION OF METERS	Meters shall be easily acces and shall be located at a sit

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RULES AND REGULATIONS	
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will be made only as they can be scheduled during regular working hours of the cooperative, unless the consumer agrees to pay an after hours charge. This charge is in cooperative, unless the consumer agrees to pay an after hours charge. This charge is in the amount of \$75.00 and is made to recover costs (finduling overtime) incurred by the cooperative, unless the consumer agrees to pay an after hours charge is in its in reconnecting a service after regularly scheduled hours. The after hours charge is in lieu of the regular \$25.00 charge. No consumer shall be reconnected at a different location until all past due accounts and charges arising from previous service shall have been paid in full even though a different member of the family requests 3. All past due accounts shall be paid in full including all penalties, the collection fee, and III.C. Delinquent Bills

The information pertaining to Section III.C. in the existing Rules and Regulations has been revised and is now included in Section 31 of the proposed Rules and Regulations.

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Jackson Purchase Energy Card. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	
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This section has been replaced with New Section 19 in the proposed Rules and Regulations

METER TESTS as follows:

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IPEC will, at its own expense, make periodic tests and inspections of its meters in order to (iv) maintain a high standard of accuracy and to conform with the regulations of the Kentucky Public (N) Service Commission. JPEC will make a test of any meter upon written request of any Member. (iv) Service commission. JPEC will make a test of any meter upon written request of any Member. (iv) The Member will be given the opportunity of being present at such a "request test". Should the (N) test made at the Member's request show the meter to be accurate within two percent (2%) slow (N) or fast, no adjustment will be made to the Member's bill and the Member will be billed in (N) accordance with the non-recurring tariff as approved by JPEC's Board of Directors and the (N) Kentucky Public Service Commission to cover the cost of the "request test". Such charge would (N) be subject to the same collection policies as any other amount due and owing JPEC. Should the (N) test show the meter to be in excess of two percent (2%) slow or fast, an adjustment shall be (N) made to the Member's bill as prescribed by 807 KAR 5:006, Section 10 (5). Should the test show the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be (N) the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be (N) the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be (N) the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be (N) the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be (N) the meter to be in excess of two percent (2%) slow or fast, the cost of the meter test shall be (N) the meter to the meter test shall be (N) the meter to the meter test shall be (N) the me borne by JPEC.

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RULES AND REGULATIONS

III.D. Customer Deposits

- The Cooperative may require from any customer, regardless of customer class, a minimum cash deposit or other suitable guaranty to secure payment of bills in an aminimum cash deposit or other suitable guaranty to secure payment of bills in an amount not to exceed 21,12ths of the estimated annual bill of such customer or applicant, except for customers qualifying for service recomerction pursuant to 807 KAR 5:006, except for customers qualifying for services may be refused or discontinued for Section 15, Whitee Handship Reconnection. Services may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, will be failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, will be gaid annually either by refund or credit to the customer's bill, except that no refund or credit will be made if customer's bill is delinquent or the annwersary date of the deposit.
 - required. The Cooperative may require a deposit in addition to the initial deposit of the customer's classification of service changes, or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer. The required deposit may be returned after 18 months when the customer has established a satisfactory payment record. If a deposit has been returned and the customer fails to maintain a satisfactory payment record, a deposit may then be 2;
- If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or differs from the recalculated amount by more than \$10.00. ten percent for a non-residential customer, the Cooperative may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the bill. recalculation m

The information pertaining to Section III.D. in the existing Rules and Regulations has been revised and is now included in Section 15 of the proposed Rules and Regulations.

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SERVICES PERFORMED FOR MEMBERS

as follows:

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JPEC personnel are prohibited from making repairs or performing services to the Member's equipment or property except in cases of emergency or to protect the public or Member's person or property. When such emergency service(s) is/are performed, the Member shall be charged for such service(s) at the rate of time and material(s) used.

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Jackson Purchase Energy Corp. Entire Territory Served

FOR

Community, Town or City

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.

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Upon receiving a returned check from the bank, a letter shall be prepared and mailed to the consumer stating that such checks or checks have been returned to the Cooperative, and that the accounts still due and payable in addition to a \$20.00 charge for handling the returned check. If reimbursement is made by the consumer for such check prior to the delinquent date, then the net charge will prevail. However, if reimbursement by the consumer to the Cooperative is made following the delinquent date, the gross charges shall apply.

In the event a collection agent is dispatched to effect collection of such returned check, then the same charges and procedures listed under "C," (2), shall apply. 'n

The information pertaining to Section III.E. in the existing Rules and Regulations has been revised and is now included in Section 38 of the proposed Rules and Regulations.

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	RULES AND REGULATIONS	C
This secti	This section has been replaced with New Section 21 in the proposed Rules and Regulations	oposed Rules and Regulations
as follows:		
(21) RE	RESALE OF POWER BY MEMBERS	
e All	All purchased electric power and energy used on the premises of the Member shall be supplied exclusively by JPEC and the Member shall not directly sell, sublet or otherwise dispose of the many and many many thereof.	ises of the Member shall be supplie , sublet or otherwise dispose of th
ē	ectric power and energy of any part sistems	
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The Cooperative will negotiate and accept reasonable partial payment plans at the request of residential customers who have received a termination notice for failure to pay as provided in Section C., Delinquent Bills. The cooperative will not negotiate a partial payment plan with a customer who is delinquent under a previous partial payment plan with a customer who is delinquent under a previous partial payment plan, Partial payment plans shall be in writing and shall advise customers that service plan. Partial payment plans shall be in writing and shall advise customers that service may be terminated without additional notice if the customer fails to meet the obligations III.F. Partial Payment Plan

RULES AND REGULATIONS

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The information pertaining to Section III.F. in the existing Rules and Regulations has been revised and is now included in Section 17 of the proposed Rules and Regulations.

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	w Section 22 in the propose
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This section has been replact as follows: (22) NOTICE OF TROUBLE

Member or Member's representative should notify JPEC immediately should service be unsatisfactory for any reason or should there be any defects, trouble or accidents affecting the supply of electricity.

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	RULES AND REGULATIONS
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The Partial Billing Following Connection section has been eliminated from the proposed Rules and Regulations.

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This section has been replaced with New Section 23 in the proposed Rules and Requiations	as follows:	(23) POINT OF DELIVERY	The point of delivery is the point as designated by JPEC on the Pietinder by Pietindery of attachment, of power and energy is to be delivered to a building or premises, namely, the point of attachment, which is normally the point closest to the utility line. A Member requesting a delivery point which is normally the point closest to the utility line. A Member requesting a delivery point different from the one designated by JPEC will be required to pay the additional cost of the special construction. All wiring and equipment, excluding the metering, beyond this point of special construction. All wiring and equipment, excluding the metering, beyond this point of calivery shall be supplied and maintained by the Member.

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	RULES AND REGULATIONS

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er er er billion	Upon final payment of the bill as prepared and upon the surrender of the membership 1. Upon final payment of the bill as prepared and deposits (if any) shall be refunded to the certificate, the membership fee or fees and deposits (if any) shall be refunded to the centificate is lost and thereby consumer. An affidavit stating that the membership certificate is lost and thereby releasing the Cooperative from any further claims against the membership fee will be releasing the Cooperative from any further claims against the membership fees and deposits and any remaining balance bill may be paid out of the membership fees and deposits and any remaining balance shall be paid by the consumer if the final bill exceeds such fees and deposits, or the shall be paid by the consumer if the final bill exceeds such fees and deposits and any remaining balances to the consumer when such fees and	deposits exceed the amount of the final bill.

The information pertaining to Section III.H. in the existing Rules and Regulations has been revised and is now included in Sections 8 and 15 of the proposed Rules and Regulations.

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SHEET NO.	NOTES AND SECTION 24 IN the proposed Rules and Regulations	2W5: 2W5: 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 at the average consumption of the Member, based on the twelve (12) months period immediately preceding the failure and other information as deemed appropriate.
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		as follows:	

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	N XX NO.

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SHEET NO. CANCELLING RULES AND REGULATIONS

The Cooperative shall not be responsible for any payment lost in the mail or for any payment made to any person not an employee of the Cooperative or to anyone who has not been authorized to accept such payments on behalf of the Cooperative. The gross rates shall apply on any such lost payments if not paid by the due date. The information pertaining to Section III.I. in the existing Rules and Regulations. revised and is now included in Section 14 of the proposed Rules and Regulations. III.I. Lost Payments

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This section has been replaced with New Section 25 in the proposed Rules and Regulations RULES AND REGULATIONS

MEMBER'S WIRING AND INSTALLATION as follows:

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The electric system of the Member's premises shall be installed to be in compliance with (N) the standards of the most recent edition of NFPA 70, National Electrical Code, Rules and (N) the standards of the most recent edition of NFPA 70, National Electrical Code, Rules and (N) Regulations of JPEC and with the codes and regulations of any governmental agency fall be (N) having jurisdiction. Any required inspection by any governmental agency fall be (N) secured by the Member: No connection or hookup shall be made until JPEC has received (N) a certificate of inspection or certificate of exemption from the agency having jurisdiction. All wiring, pole lines, equipment and appliances beyond the metering point or delivery (N) point shall be installed, owned and maintained by the Member. JPEC assumes no duty or (N) liability for any appliances or wiring installed by the Member on its side of the Anning property resulting from appliances or wiring installed by the Member on its side of the Anning property resulting from appliances or wiring installed by the Member on its side of the Anning Anning Installed by the Member on its side of the Anning Anning Installed Both the Member on its side of the Anning Anning Installed Both the Member on its side of the Anning Installed Both Install က်

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property to inspect the Member's (N) meter or delivery point.

Meter or delivery point.

DEC shall have the right, but does not assume the duty, to inspect the Member's (N) pec shall have the right, but does not assumed time. DEC may refuse to commence (N) entrance equipment installation at any reasonable time. DEC may reperson (N) or confine service whenever entrance equipment installation applies to the property of JPEC or others, but (N) to imminent harm or result in substantial damage to the property of JPEC or others, but (N) or inspection by JPEC, nor the failure by it to identify deficiencies in the Member's (N) on inspection by JPEC, nor the failure by it to identify deficiencies in the Member's (N) entrance equipment installation, wiring or equipment. When a dangerous (N) damage resulting from defects in installation, wiring or equipment. When a dangerous (N) condition is found to exist on the Applicant/Member's premises, the service shall be (N) refused or discontinuade without notice, provided that JPEC notifies the Applicant/Member (N) immediately of the reasons for the refusel or discontinuance and the corrective action to (N) immediately of the reasons for the refusel or discontinuance and the corrective action to (N) immediately of the Applicant/Member before service can be connected or restored.

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. ROR

RULES AND REGULATIONS III.). Estimated Billing and Meter Reading

If the Cooperative falls to receive a meter reading from the consumer, the Cooperative will estimate the consumer's billing as follows:

(a) The previous two (2) months usage shall be added together.

(b) The usage for the corresponding month a year ago shall be multiplied by two (2).

(c) The total sum of (a) and (b) shall then be divided by four (4) and which amounts shall then be the estimated usage.

In the event the Cooperative shall have failed to receive meter readings from the consumer for three (3) consecutive months, the Cooperative shall dispatch a meter reader to obtain an accurate meter reading for which the consumer shall have a \$5.00 charge added to his account to partially offset the labor and mileage costs of obtaining such meter reading. 2

The information pertaining to Section III.J. in the existing Rules and Regulations has been revised and is now included in Section 14 of the proposed Rules and Regulations.

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Jackson Purchase Energy Corb. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	JLATIONS
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RULES AND REGI

This section has been replaced with New Section 26 in the proposed Rules and Regulations

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FRANCHISE FEE

The franchise fee of any local governmental unit shall be assessed only against Members located within the boundaries of the franchismg unit of government and shall be listed as a separate item on the bill of the consumers located within the franchised area with a designation on the bill of the consumers located within the franchised area with a designation on the bill of the amount of the franchise fee and the unit of government to which the fee is payable.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION Month / Date / Year Month / Date / Year DATED DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

IN CASE NO.

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. FOR

RULES AND REGULATIONS

III.K. Budget Payment Plan

Customer may elect to pay a monthly amount for the budget year in leu of monthly billing a Customer may elect to pay a monthly amount for the budget year in leu of monthly budget payment will be determined by the Cooperative, for actual usage. The monthly budget payment will be determined by the Cooperative, asset under normal crucumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. The normal budget year is longer to review and adjustment during the budget year. The Cooperative has a budget payment plan available for its residential Customers whereby

The customer's account may be adjusted through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last budget amount.

If Customer fails to pay bills as rendered under the budget payment plan, the Cooperative reserves the right to revoke the plan, restore the Customer to regular billing and require immediate payment of any deficiency.

Failure to receive a bill in no way exempts Customer from the provisions of these TERMS AND CONDITIONS.

When the Cooperative is unable to obtain a meter reading after reasonable effort, the Customer will be billed an estimated bill. The bill will be estimated by adding the two immediately preceding monthly bills plus the current month one year ago doubled and the total divided by four (4) for an average estimated bill. This estimated bill will be adjusted to the contract of the con when a current meter reading is received. 'n

Fuel clause adjustments $(+ / \cdot)$ are in addition to the minimum. ė

Customer's bill will be due within 14 days from date of bill.

The Budget Payment Plan section has been eliminated from the proposed Rules and Regulations since JPEC is proposing a Levelized Billing Plan in its place. Refer to Section 16 of the proposed Rules and Regulations for information regarding the proposed Levelized Billing Plan.

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RULES AND REGULATIONS

This section has been replaced with New Section 27 in the proposed Rules and Requiations as

JPEC shall not connect a new or modified electric service until the required certificate of approval has been issued by a certified electrical inspector, as required by local and/or state laws. INSPECTIONS

(22)

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RULES AND REGULATIONS

III.L. Monitoring of Customer Usage

- The Cooperative will monitor the KWH usage of its customer's each month.
- If the current months KWH usage is approximately the same or if any difference is known to unique circumstance, such as unusual weather conditions, common to all customer's or if the customer's previous months KWH usage has been estimated, no further review will be done.
- If the monthly KWH usage differs by two hundred (200) percent higher or fifty (50) percent lower than the previous month's KWH usage and cannot be attributed to a readily identified common cause, the Cooperative will compare the customer's usage records for the 12-month period with the same months of the preceding year.
- If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, the Cooperative will contact the customer by telephone or in writing to determine whether there have been changes such as different number of household members, additional and different appliances, any problems with the heating and cooling unit or other reasons for the deviation in KWH usage.

- Where the deviation is not otherwise explained, the Cooperative will test the customer's meter to determine whether is shows an average error greater than two (2) percent fast or ń
- The Cooperative will notify the customer of the investigation, its findings, and any refunds or backbilling in accordance with 807 KAR 5:006, Section 10 (4) and (5). ė
 - In addition to the monthly monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing process

The information pertaining to Section III.1. in the existing Rules and Regulations has been revised and is now included in Section 39 of the proposed Rules and Regulations.

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RULES AND REGULATIONS

This section has been replaced with New Section 28 in the proposed Rules and Regulations as follows:

(28)

PROTECTION OF JPEC EQUIPMENT

The Member shall protect the aguipment of JPEC on his/her premises and shall not interfere with or alter or or permit interference with or alteration of JPEC's meter or other property except by duly authorized representatives of JPEC. For any loss or damage to the property of JPEC due to or caused by or arising from Carelessness, neglect, vandialism or misuses by the Member or other unauthorized persons, the cost of the necessary replacement and repairs shall be paid by the Member. After proper negotiations with JPEC and if unable to reach an agreement, a court of law having jurisdiction over the parties shall determine the cost.

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RULES AND REGULATIONS

New Sections 29 through 41

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Where will to more A. A. C. C.	When JPEC is requested or required to relocate its facilities for any reason, any expense involved (will be paid by the Member, firm, person or persons requesting the relocation, unless one or (Member of the following conditions are met: A. The relocation is made for the convenience of JPEC. B. The relocation will result in a substantial improvement in JPEC's facilities. C. The relocation will result no substantial improvement in JPEC's facilities. C. work and can be completed at the same time.
Š	VOLTAGE FLUCTUATIONS CAUSED BY THE MEMBER
dist dist	Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to JPEC's distribution system. JPEC may require the Member, at his/her own expense, to install suitable apparatus which will reasonably limit such fluctuations or disturbances.
R	REFUSAL OR TERMINATION OF SERVICE
JP	IPEC may refuse or terminate service to a Member under the following conditions, except as
P 4	provided in 807 KAR 5:006: A. Characteristics of the provided in 807 KAR 5:006 A. Characteristics of the provided in 807 Karntucky, Public Service Commission regulations, DPEC may terminate service for failure to comply with applicable tariffed regulations. DPEC may terminate or refuse service in any hember for noncompliance However, JPEC shall not terminate or refuse service any hember for noncompliance with its tariffed rules or commission regulations without first having made a reasonable with its tariffed rules or commission regulations without first having made a reasonable effort to obtain Member compliance. After such effort by JPEC, service may be effort to obtain Member compliance.
ď	terminated or refused only after the Member has occur some. written termination notice pursuant to 807 KAR 5:006. For dangerous conditions. If a dangerous condition relating to JPEC's service which could

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subject any person to imminent harm or result in substantial damage to the property of (N) jec or others is found to exist on the Nember's premises, the service shall be relused (N) jec or others is found to exist on otice. Jec shall mostly the Member immediately in (N) or terminated without advance notice. Jec shall mostly the Member immediately in (N) or terminated without advance notice. Jec shall mostly the convided.

Shall be recorded by Jec and shall michael the corrective action to be taken by the (N) withing and, if possible, and in Berstored or provided.

Shall be recorded by Jec and shall michael the corrective action shall be taken only in the premises for installation, operation, see in neglects to provide reasonable access (N) yet premises for installation, operation, see service. Such amintenance or removal of (N) yet premises for installation, operation, see service. Such amintenance or removal of terminates for the Member has been gwen at least ten (10) days written notice (N) yet corperty. JPEC may terminate between JPEC and the Member has failed to resolve (N) of termination pursuant to 807 KAR 5:006.

For outstanding indeplectiness, Except as provided in 807 kAR 5:006, yet service the member has paid will wisher indeplectiness. For outstanding indeplectiness.

For outstanding indeplectiness, Except as provided in 807 kAR 5:006, of terminate service to may Member has paid will will for any tariffed (N) for a Member does not comply with sight mindropidates and regulations applying to such service. PEC may terminate service pursuant (N) for mindes and regulations applying to such service. JPEC may terminate service pursuant (N) and rules and regulations applying to such service. JPEC may terminate service to my terminate service to any whencher for nonpayment of billies yill the requirements of 807 KAR 5:006.

For nonpayment of thanges incurred for JPEC service at a point of delivery for (N) nonpayment of terminate service to any whencher and advance terminates service to any whencher the Member Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City SHEET NO. SHEET NO. CANCELLING P.S.C. KY NO. . P.S.C. KY NO. RULES AND REGULATIONS F0.8 New Sections 29 through 41 เม่ á ن

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2011-1-1	New Sections 29 through 41	realistered nurse, public health officer or other qualified medical provider, that	such discontinuance will aggravate an existing illness or infirmity on the anierced	premises, in which case discontinuance flust be encouraged by	days from the date byte countries are the office to	programs which may be available assistance the termination notice to residential	contact for Such possible assistantiation to the Member of the existence of	Members shall lifeture interests providing for payment of JPEC bill under	local, state and levelal programs and telephone mimber of the Department of	certain conditions, and the address are securities to contact for possible	Social Insurance of the Cabinet for Human Resources to Contract to	assistance.
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interiered with, within twenty-rour (24), nours arer socin termination, prec sintin serial (N) written notification to the Member of the reasons for termination or refusal of service (N) upon which IPEC reliefs and of the Member's right to challenge the termination by filing a (N) upon which IPEC reliefs and of the Member's right to challenge the termination by filing a (N) formal complaint with the Kentucky Public Service Commission. This right of termination (N) is separate from and in addition to any other legal remedies which IPEC may pursue for (N) illegal use or theft of service. PIEC shall not be required to restore service until the (N) Member has complied with all tariffed rules of IPEC and laws and regulations of the (N) Member supplied shall pay the amount IPEC (N) settimates is due for service rendered but not registered on IPEC's meter and for such (N) repairs and replacements as are necessary. In disconnecting the illegal service, actual (N) cost to disconnect will be charged if it is required to be disconnected at the transformer. 2. The termination notice requirements of this subsection shall not apply if the termination notice requirements to a particular Member or Members are termination notice requirements to a special agreement or contract between otherwise dictated by the terms of a special agreement or contract between otherwise dictated by the terms of a special agreement or contract between other and the Member which has been approved by IPEC's Board of Directors and the Kentucky Public Service Commission.

For Illegal use or theft of Service, IPEC may terminate service to a Member without downers notice if it has evidence that the Member has obtained unauthorized Service by advance notice if it has evidence that the Member has obtained unauthorized service by advance notice if it has evidence that the Member has obtained unauthorized service by advance notice if it has evidence that the meter or other equipment belonging to IPEC is tampered or illegal use or theft or if the meter or other equipment belonging to IPEC is tampered or illegal use or theft or if the meter or other equipment belonging to IPEC is tampered or illegal use or theft or if the meter or other equipment belonging to IPEC is tampered or illegal use or theft or if the meter or other equipment belonging to IPEC is tampered or illegal use or theft or if the meter or other equipment belonging to IPEC is tampered or illegal use or theft or if the meter or other equipment periods of service.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION Month / Date / Year Month / Date / Year DATED (Signature of Officer) DATE EFFECTIVE DATE OF ISSUE IN CASE NO. ISSUED BY TITLE

Exhibit E Page 52 of 61 Jackson Purchase Energy Coro.
Entire Territory Served
Community, Town or City

FOR	25.7		RULES AND REGULATION	New Sections 29 through 41	This actual cost, including overheads and transpowages, as determined by collective bargaining agrat the transformer. H. <u>Collection Fee.</u> Should a collection agent be dis accordance with the non-recurring tariff as approve the Kentucky Public Service Commission shall be the cost of the collection agent and mileage to effit made regardless whether the agent collects the an
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This actual cost, including overheads and transportation, shall be determined based on (N) wages, as determined by collective bargaining agreement, at the time of the disconnect (N) at the transformer.

H. <u>Collection Tee</u>, Should a collection agent be dispatched by JPEC, a collection fee in (N) accordance with the non-recurring tariff as approved by JPEC, a collection fee in (N) the Kentucky Public Service Commission shall be added to the Member's bill to defray (N) the cost of the collection agent and mileage to effect such collection. This charge is to be (N) made regardless whether the agent collects the amount due or disconnects the service.

A Member requesting temporary service may be required to pay all cost of constructing, (N) for construction contractors, sawmills, cannwals, fairs, camp meetings, etc., will be provided to (N) for construction contractors, sawmills, cannwals, fairs, camp meetings, etc., will be provided to (N) for constructing and removing such facilities along with a deposit (amount to be (N) determined by JPEC), for estimated consumption, Upon termination of temporary service, the (N) payment made on estimated consumption, Upon termination of temporary service, the (N) payment made on estimated consumption will be adjusted to actual consumption and either a (N) permanency of service cannot be reasonably assured as determined by JPEC.

This rule shall apply to services where the amount of consumption and of construction and of construction services where the amount of consumption and the most recent (N) and additional billing will be required from the Applicant/Nember for all (N) facilities installed to provide service under this section. All of construction shall be required from the Applicant/Nember for all (N) facilities installed to provide service under this section. All of construction is begun. When construction is begun be estimated and received by JPEC.

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CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. RULES AND REGULATIONS

Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

FOR

New Sections 29 through 41	completed, the Member shall be blinds in advance payment shall be given. advance payment shall be given. D. The Member requesting service may clear right-of-way, to JPEC specifications, and speroval, for initial installation in order to reduce cost. Inspection(s) and approval, for initial installation in order to reduce cost.	ON CHILD

DISTRIBUTION LINE EXTENSIONS (34)

A single phase extension to a permanent premises of one thousand (1,000) feet or less (N) shall be made by JPEC to its existing distribution line without charge for a prospective (N) Member who shall apply for and agree to use the service for one year or more and (N) provides guarantee for such service. The "service drop" to the structure from the (N) distribution line at the last power pole shall not be included in the foregoing (N) measurements. This distribution line extension shall be limited to service where the (N) may require polyphase service or whose installed transformer capacity does not exceed 25 KVA. Any extensions to a Member who (N) may require polyphase service or whose installed transformer capacity will exceed 25 KVA. Any extension shall exceed 25 KVA. As any extension shall exceed 25 KVA. Any extension shall exceed 25 KVA. As any extension shall exceed 25 KVA. Ä

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Each year for a period of ten (10) years, which for purpose of this rule shall be the refund period, JPEC shall refund to the Member or Members who paid be the refund period, JPEC shall refund to the Member of Members footage the cost of one thousand (1,000) feet of the for the excess footage the cost of one thousand (1,000) feet of the Other Extensions:

Other Extensions:

Other an extension of JPEC's line to serve a Member or a group of Members of When an extension of JPEC's line to serve a Member that the total cost of when amounts to more than one thousand (1,000) feet per Member shall be excessive footage over one thousand (1,000) feet per Member shall be cost of the total expension. When construction is completed, the Member shall be billied for the extension. When construction based on the average cost per foot of the total extension, and credit for advance payment shall be given.

Each Member receiving service under such extension will be reimbursed under a service under such extension will be reimbursed under the completed of the service under such extension will be reimbursed under the completed of t

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RULES AND REGULATIONS

New Sections 29 through 41

refund period ends. For additional Members connected to an extension or (N) refund period ends. For additional Members connected to an extension or (N) lateral from the distribution line, JPEC shall refund to any Member who paid (N) lateral from the distribution line, JPEC shall refund to any Member who paid for excessive footage the cost of one thousand (1,000) feet of line less the (N) length of the lateral or extension. No refund shall be made to any Member (N) who did not make the advance originally.

An applicant desting an extension to a proposed real estate subdivision may be required (N) to pay the entire cost of extension. Each year for a period of ten (10) years, JPEC shall (N) refund to applicant who paid for the extension, a sum equivalent to the cost of one (N) thousand (1,000) feet of the extension installed for each additional Member connected (N) during the year, but in no case shall the total amount refunded exceed the amount paid (N) thousand (2,000) feet of the refund period, no refund will be required. The applicant or applicants may efect to clear the right-of-way, to JPEC specifications, inspections and approval, to reduce the cost of the extension. The applicant or applicants shall grant the necessary easement for JPEC to construct lines off the original line extension to all adjacent property in order to receive a refund on the original deposit. 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 JPEC. No refund shall be made after the extension in place for each additional Member connected during the year DISTRIBUTION LINE EXTENSION TO MOBILE HOMES ä ய் ن (32)

The Member shall enter into a standard agreement (as determined by Section 3 through S below) with DPEC. Members shall agree to abide by the Bylaws as adopted and approved by JPEC's Board of Directors and the Rules and Regulations as adopted and approved by JPEC's Board of Directors and the Kentucky Public Service Commission. A contribution-in-aid of construction will be charged for extending service to an JPEC will extend service to an individual mobile home under the following terms and conditions.

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New Sections 29 through 41

individual mobile home when JPEC provides the service termination pole (meter pole). (N) This fee shall be determined by calculation of the actual materials costs, including any (N) applicable taxes and overhead costs of JPEC in providing the meter pole. This (N) contribution-in-aid of construction is in addition to the advance for construction fees (N) listed below and shall be payable pror to connection of service. The meter pole thus (N) furnished shall become the property of the Member. In the event the Member furnishes (N) a meter pole which metes the specifications of JPEC, the above contribution-in-aid of (N) construction will not be charged. Should it be necessary for JPEC to furnish necessary (N) grounding, guying, etc. on the Member-furnished meter pole, the Member shall pay a (N) fee for actual material costs, including any applicable taxes and overhead costs to JPEC (N) in providing the necessary grounding, guying, etc. JPEC shall not be responsible for any (N) maintenance associated with meter poles or hardware attached to meter poles. (N) All extensions of up to three hundred (300) feet from the nearest distribution facility (N)

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(300) feet.

This advance shall be refunded to the Member over a four (4) year period in requal amounts for each year the service is continued.

If the service is discontinued for a period of sixty (60) days, or should the mobile if the service is discontinued for a period of sixty (60) days, or be home be removed and another not take its place within sixty (60) days or be home be removed and another not take its place within sixty (60) days or be shall be made without charge. For extensions greater than three hundred (300) feet and less than one thousand (1,000) feet from the nearest distribution facility, JPEC may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond three hundred

No refunds shall be made to any Member who did not make the advance originally. forfeited. 'n

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For extensions beyond one thousand (1,000) feet from the nearest distribution facility, 1)PEC may charge, in addition to the charges and returnos listed in Item 35, Section D above, an advance equal to the reasonable costs incurred by it for that portion of the service. Beyond one thousand (1,000) feet the extension shall conform to Item (34),

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2222222222222 2222222 222 Jackson Purchase Energy Corp. specifications, inspections and approval, in order to reduce cost.

All mobile homes not on a foundation and/or not connected to sanitary sewer, septic system or disposal field shall be considered in a readily removable condition and will be Mobile homes which are located in an established Mobile Home park or placed on a permanent foundation, with the transport equipment removed (axel(s) and tongue), and connected to a sanitary sewer system, septic tank or disposal field as required by the Commonwealth of Kentucky, shall be considered as a permanent home. Section B, above and shall conform to 807 KAR 5:041 Section 11.
The Member requesting service may clear right-of-way for initial installation, to JPEC encroachments upon JPEC's easement or any substantial change in grade or elevation. <u>Contractual Agreements</u> Individual contractual agreements may be required with respect to individual service applications, including but not limited to subdivisions, commercial or JPEC will extend underground electric distribution systems for all new Members and subdivisions and the following conditions and terms:

A. Right of Way and Easements Applicant/Member shall furnish suitable right of way and including approximation of final grade. Land Rights Suitable land rights shall be granted to JPEC, obligating the applicant and any subsequent property owners to provide continuing access to JPEC for the operations, maintenance and/or replacement of its facilities and to prevent any <u>Underground Cost Differential Charge</u> Applicants/Members shall not be required to pay a non-refundable."cost differential charge" for underground services when the terms and in accordance with Kentucky Public Service Commission Regulation 807 KAR 5:041, Section 21 easements for JPEC's underground facilities. Applicant/Member shall perform such services as necessary to facilitate construction and accessibility by JPEC to area, Community, Town or City Entire Territory Served SHEET NO. CANCELLING P.S.C. KY NO. SHEET NO. P.S.C. KY NO. RULES AND REGULATIONS FOR EXTENSION OF UNDERGROUND SERVICE AND PRIMARY considered as a temporary service. business services or unusual cases, conditions specified below are met. New Sections 29 through 41 υj u. ż œί ز ó

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JPEC will provide the riser and any secondary junction or pull vaults or jPEC secondary steem shall be installed to meet any applicable codes enclosures. The conduit system shall be installed to meet any applicable codes and requisitions and JPEC specifications. JPEC reserves the right to inspect any conduit system during installation and prior to backfilling of trench by Electric grade conduit as specified by JPEC. Standard radius elbows and bends shall be required. The maximum number of Standard radius elbows and bends shall be limited to the equivalent of three (3) numety degree (90°) bends. In the necessary pulling Pull string of sufficient strength to allow JPEC to install the necessary pulling made by JPEC prior to backfilling any trench.

6. Upon acceptance of the conduit system by JPEC, JPEC shall assume ownership, Upon acceptance of the conduit system by JPEC, JPEC shall assume ownership, Library and the annitranance of the conduit system.

Secondary or Service Extensions. Applicant/Member shall install a suitable conduit system may for the installation by JPEC of its secondary/service cables. The conduit system may Jackson Purchase Energy Corp. Entire Territory Served Primary Extensions. Applicant/Member shall install a suitable conduit system for the installation by PEC of its primary cables. The conduit system may include:

1. Electric grade conduit as specified by JPEC.

2. Long radius elbows or bends shall be required. The maximum rumber of bends in any single run of conduit shall be limited to the equivalent of three (3) ninety in any single run of conduit shall be limited to the equivalent of three (3) ninety. rope.

JPEC will provide the riser and any junction or pull vaults. The conduit system JPEC shall be installed to meet all applicable codes and regulations and JPEC shall be installed to meet all applicable codes and regulations. JPEC reserves the right to inspect any conduit system during specifications. JPEC reserves the right to inspect any conduit system during applicant/Nember. JPEC shall installation and prior to backfilling of trench(es) by Applicant/Nember. JPEC shall installation and and Popilicant/Nember installed conduit system unless inspection was not accept an Applicant/Nember any trench. degree (90°) bends. JPEC furnished equipment, such as vaults or pull boxes. Pull string of sufficient strength to allow JPEC to install the necessary pulling Community, Town or City CANCELLING P.S.C. KY NO. SHEET NO. SHEET NO. P.S.C. KY NO. RULES AND REGULATIONS FOR New Sections 29 through 41 include: κi w. 4. u."

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Community, Town or City Entire Territory Served

> RULES AND REGULATIONS New Sections 29 through 41

Applicant/Member. JPEC shall not accept an Applicant/Member installed conduit system unless inspection was made by JPEC prior to backfilling any trench.
5. Upon acceptance of the conduit system by JPEC, JPEC shall assume ownership, liability, and future maintenance of the conduit system.

Subdivisions — Each subdivision will be evaluated to determine the necessary facilities to

be installed. The subdivision developer or Member will be required to comply with the

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Primary Extension and Secondary or Service Extensions requirements as defined above.

Overhead to Underground – When an existing Member requests underground facilities and is currently served with adequate overhead facilities, the entire cost of the requested change from overhead to underground shall be borne by the Member as a non-refundable contribution-in-aid of construction prior to the beginning of such conversion. JPEC shall provide an estimate to the Member of the expected cost. The cost shall include:

Labor, materials and applicable overhead for the new underground installation. Labor and applicable overhead for the removal of the existing overhead facilities. Less the value of any reusable materials removed.

The total cost of the conversion shall be deposited by the Member based on the estimated cost of the total conversion. When construction is completed, the Member shall be billed for the actual cost of construction based on the average cost per foot of the total conversion, and credit for advance payment shall be given. All other terms and conditions specifically set forth in Section 36 and any other terms and conditions within these Rules and Regulations shall apply.

CONNECTION OR RECONNECTION OF SERVICE (37) JPEC shall charge a fee in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and Kentucky Public Service Commission to cover costs for a Member to connect or reconnect service during regularly scheduled hours. This charge offsets time spent by JPEC in

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	P.S.C. KY NO.	SHEET NO.	CANCELLING P.S.C. KY NO.	SHEET NO.	RULES AND REGULATIONS
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	dispatching personnel to the meter location. If a Member requests to be connected or reconnected at a time outside regularly scheduled hours, an after hours fee in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and Kentucky Public Service Commission shall be made. The after hour charge shall be in lieu of the regular scheduled fee.
	Should a service disconnected for non-payment require reconnection at the transformer, the Member may be levied actual JPEC incurred costs including overhead charges.
(38)	RETURNED CHECKS
	Checks returned to JPEC by the bank which are marked "insufficient funds," "no account," etc. will not be regarded as a payment. Postdated checks will not be accepted by JPEC as a payment of any account.
	Upon receiving a returned check from the bank, a letter shall be prepared and mailed to the Member stating that such check has been returned to JPEC, and that the account is still due and payable in addition to a returned check charge fee, billed in accordance with the non-recurring tariff as approved by JPEC's Board of Directors and the Kentucky Public Service Commission, for handling the returned check. If reimbursement is made by the Member for such check prior to the delinquent date, then the net charge will prevail. However, if reimbursement by the Member to JPEC is made following the delinquent date, the gross charges shall apply.
	In the event a collection agent is dispatched to effect collection of such returned check, then the same charges and procedures listed under Section 31, REFUSAL OR TERMINATION OF SERVICE, shall apply.
(33)	MONITORING OF MEMBER USAGE
	JPEC will monitor the usage of each Member according to the following procedure:

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Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City

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New Sections 29 incorp. A. JPEC will monitor the consumption of its Members each month. A. JPEC will monitor the consumption is approximately the same or if any difference is (N) A. If the current month's consumption is approximately each each conditions common to all (N) B. If the current months were second is some or in the current months of the current months are no (N) (N)
known to unique; previous motions (N) Members, or if the Members's previous motions (N) Members, or if the Members's previous will be done. Further review will be done. If the monthly consumption differs by two hundred (200) percent higher to a (N) first monthly consumption and cannot be attributed to a (N) if the monthly consumption months consumption records (N)
percent lower than the previous TPEC will compare the memory of the readily identified common cause, ither same months of the preceding year. readily identified common bendo with the same months of the preceding from analysis of the readily in month period with the same for the twile (12) month period with the consumption in consumption cannot be determined for the twile (12) month bendoming the consumption in consumption in consumption.
additional and direters, experient in consumption. other reasons for the deviation in consumption. other reasons for the deviation is not otherwise explained, ipec will test the deviation is not otherwise error greater than two (2) percent fast or slow.
G. In addition to the monthly monitoring, as a result of its on-going life. (N) consumption brought to its attention as a result of its on-going life. (N) consumption brought to its attention as a result of its on-going life. (N) consumption brought to its attention as a result of its on-going life. (N) consumption brought to its attention as a result of its on-going life. (N)
Occasionally, it becomes necessary or advantageous to build jointly, an agreement shall of the (N) same pole line. Where it is more advantageous to build jointly, an agreement shall be and caecuted by the parties involved fixing the rental payments, terms and caecuted by the parties involved fixing the rental payments, terms and caecuted by the parties involved fixing the rental payments, terms and caecuted by the parties involved fixing the rental payments, terms and conditions of the (N) in the parties involved fixing the rental payments.
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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Jackson Purchase Energy Coro. Entire Territory Served Community, Town or City	P.S.C. KY NO. SHEET NO.	CANCELLING P.S.C. KY NO.	RULES AND REGULATIONS	ions 29 through 41. No Member's or third party's equipment shall be permitted on JPEC's poles except the authorized Joint-use attachments as referenced above.	(41) COMPLAINTS Upon complaint to JPEC by a Member either at its office or in writing, JPEC shall make a prompt and Upon complaint to JPEC by a Member either at its office or in writing, JPEC shall keep a record of all such complete investigation and advise the complaints to the complaints concerning its service which shall show the name and address of the complaint and the adjustment or disposition thereof.
	W.		8	New Sections 29 through 41 No Member's or third party's equipment sha yont-use attachments as referenced above.	(41) COMPLAINTS Upon complaint to JPEC by a Member either at its office or in writing, JR Upon complaint to JPEC by a Member either at its office or in writing, JR complete investigation and advise the complaints the name and addire complaints concerning its service which shall show the name and addire and nature of the complaint and the adjustment or disposition thereof.

The sections above are all new and included in JPEC's proposed Rules and Regulations.

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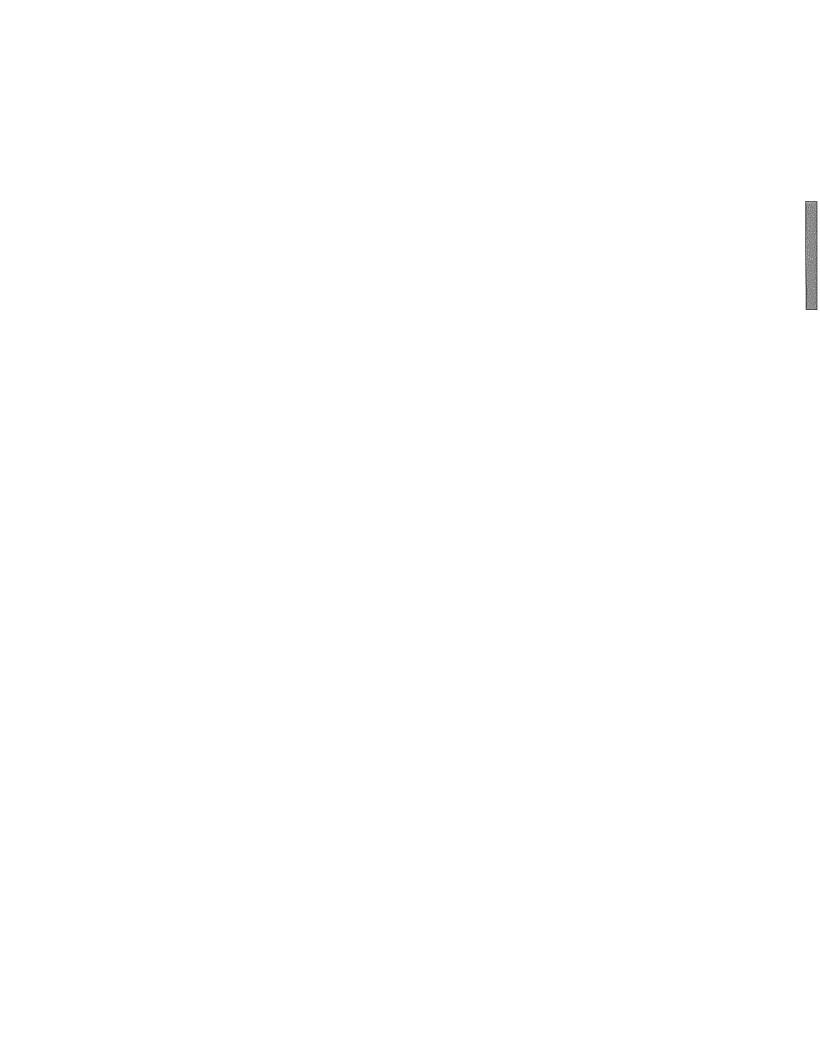


Exhibit F Member Notice of Filing Application

Official Notice

Jackson Purchase Energy Corporation with its principal office at 2900 Irvin Cobb Drive, P.O. Box 4030, Paducah, Kentucky, 42002-4030 intends to file with the Kentucky Public Service Commission in Case No. 2007-00116 an application to adjust its retail rates and charges. This adjustment will result in a general rate increase to the member-consumers of Jackson Purchase Energy Corporation.

The rates proposed in this application are the rates proposed by Jackson Purchase Energy Corporation. However, the Kentucky Public Service Commission may order rates to be charged that differ from these proposed rates. Such action may result in rates for consumer other than the rates in this application.

Any corporation, association, body politic or person may by motion within thirty (30) days after publication or mailing of notice of the proposed rate changes request leave to intervene. The motion shall be submitted to the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602, and shall set forth the grounds for the request including the status and interest of the party. A copy of the application and testimony shall be available for public inspection at Jackson Purchase Energy Corporation's offices.

Jackson Purchase Energy Corporation's last general rate adjustment was effective in 1998, almost 10 years ago. The time has come to adjust the rates, and this process began by having an extensive cost of service study on each rate classification. The proposed amount and percent of increase, based on the study, are listed below:

	Incre	ase
Rate Class	<u>Dollar</u>	Percent
Schedule R Residential	\$2,242,079	9.25%
Schedule C-1 (formerly Schedule C) Small Commercial Single Phase	\$167,900	9.95%
Schedule C-3 (formerly Schedule ND) Small Commercial Three Phase	\$20,011	6.47%
Schedule D Commercial and Industrial Demand Less Than 3,000KW	\$870,428	9.31%
Schedule I-E (formerly Schedule I) Large Commercial and Industrial – Existing	\$164,825	9.55%
Schedule OL Outdoor Lighting	\$88,540	10.17%

The effects of the proposed rates on the average monthly bill by rate class are listed below:

Rate Class	<u>Incre</u> <u>Dollar</u>	ease <u>Percent</u>
Schedule R Residential	\$8.50	10.87%
Schedule C-1 (formerly Schedule C) Small Commercial Single Phase	\$8.04	11.74%
Schedule C-3 (formerly Schedule ND) Small Commercial Three Phase	\$12.03	8.47%
Schedule D Commercial and Industrial Demand Less Than 3,000 KW	\$61.79	5.45%
Schedule I-E (formerly Schedule I) Large Commercial and Industrial – Existing	\$4,809.31	12.18%
Schedule OL (formerly Schedule CSL & OL) Outdoor Lighting		
175 W MV 100 W HPS 250 W HPS Flood 250 W HPS	\$0.80 \$0.80 \$1.13 \$1.07	11.89% 11.89% 11.98% 11.98%
175 W Metal Halide 400 W Metal Halide 400 W MV 1000 W Metal Halide	\$1.35 \$1.91 \$1.20 \$2.68	11.93% 12.01% 11.98% 11.99%

The present and proposed monthly rate structure of Jackson Purchase Energy Corporation is listed below:

	Rates	
Rate Class	Present	Proposed
Schedule R Residential		
Facility Charge	\$7.00	\$9.00
Energy Charge per KWH	\$0.05729	\$0.06252
Schedule C-1 Small Commercial Single Phase		
(formerly Schedule C)		
Facility Charge	\$7.00	\$10.00
Energy Charge per KWH	\$0.05833	\$0.06365

Schedule C-3 Small Commercial Three Phase (formerly Schedule ND)		
Facility Charge	\$15.00	\$18.00
Energy Charge per KWH	\$0.05983	\$0.05980
Schedule D Commercial and Industrial less than 3,000 KW		
Facility Charge	\$25.00	\$35.00
Energy Charge		
First 200 KWH/KW	\$0.03757	\$0.03422
Next 200 KWH/KW	\$0.03027	\$0.02692
Next 200 KWH/KW	\$0.02657	\$0.02321
Over 600 KWH/KW	\$0.02297	\$0.01961
Demand Charge per KW	\$4.95	\$6.50
Schedule I-E Large Commercial and Industrial – Existing (formerly Schedule I)		
Service Charge	\$0.00	\$300.00
Energy Charge per KWH	\$0.015452	\$0.017350
Demand	ψ0.015152	φο.ο. 1330
First 3,000 per KW	\$10.48	\$11.50
Remaining per KW	\$10.48	\$11.50
remaining per ix w	\$10.40	Φ11.50
Schedule L Large Commercial and Industrial – New		
Service Charge	NA	\$300.00
Energy Charge per KWH	NA	\$0.017350
Demand		40,027000
First 3,000 per KW	NA	\$11.30
Remaining per KW	NA	\$11.30
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Schedule OL Outdoor Lighting		
(formerly Schedule CSL & OL)		
Street Lights		
175 MV Street Light	By Contract	\$7.53
400 MV Street Light	By Contract	\$11.22
100 W HPS Street Light	By Contract	\$7.53
Energy Charge per KWH	\$0.03377	
Security Lights	·	
175 W MV	\$6.73	\$7.53
100 W HPS	\$6.73	\$7.53
250 W HPS Flood	\$9.43	\$10.56
250 W HPS	\$8.93	\$10.00
175 W Metal Halide	\$11.32	\$12.67
400 W Metal Halide	\$15.91	\$17.82
400 W MV	\$10.02	\$11.22
1000 W Metal Halide	\$22.36	\$25.04
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Additionally, various amended or new regulatory and operating tariffs will be proposed as part of Jackson Purchase Energy Corporation's application for a general rate adjustment. These tariffs may, or may not, affect rates or services to your home, farm or business. The Kentucky Public Service Commission may order that the proposed amended or new regulatory and operating tariffs be approved in a manner which differs from those proposed in the application. Such action may affect rates or services to your home, farm or business.

Any corporation, association, body politic or person may, at no charge, obtain a full and complete copy of the aforesaid proposed amended or new regulatory and operating tariffs by requesting same at the offices of Jackson Purchase Energy Corporation, at the address set forth above, or by sending the following coupon via U.S. mail to the aforesaid offices of the Corporation. Any person may also view the proposed amended or new regulatory and operating tariffs by visiting the corporation's website at www.ipenergy.com.

COUPON

The undersigned hereby requests that Jackson Purchase Energy Corporation forthwith send to me by U.S. mail, at no charge to me, a full and complete copy of the proposed amended or new regulatory and operating tariffs which the Corporation has submitted, or intends to submit, to the Kentucky Public Service Commission as a part of its application for a general rate adjustment.

Name	Address	
Date:		
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