

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MONA CORRIN JARBOE)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2012-00310
MEADE COUNTY RURAL ELECTRIC)	
COOPERATIVE CORPORATION)	
)	
DEFENDANT)	

COMMISSION STAFF'S SECOND REQUEST FOR INFORMATION TO
MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Meade County Rural Electric Cooperative Corporation ("Meade County"), pursuant to 807 KAR 5:001, is to file with the Commission the original and ten copies of the following information, with a copy to all parties of record. The information requested herein is due no later than 14 days from the date of issuance of this request. Responses to requests for information shall be appropriately bound, tabbed, and indexed. Each response shall include the name of the witness responsible for responding to the questions related to the information provided.

Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

Meade County shall make timely amendment to any prior response if it obtains information which indicates that the response was incorrect when made or, though correct when made, is now incorrect in any material respect. For any request to which Meade County fails or refuses to furnish all or part of the requested information, it shall provide a written explanation of the specific grounds for its failure to completely and precisely respond.

Careful attention should be given to copied material to ensure that it is legible. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request.

1. State whether the "Agreement For Retail Electric Service" dated April 6, 1999, ("Service Agreement") attached as an Appendix hereto, is the same "Agreement for Retail Electric Service dated April 6, 1999" that was referenced in the letter dated July 13, 2012 ("July letter") to John Morgan, Hilltop Companies ("Hilltop"), from Thomas C. Brite.

2. If the response to Item 1, above is yes:

a. Provide documentation indicating that Hilltop Basic Resources, Inc. or any of its subsidiaries, is the current owner or operator of the quarry that is referenced in the July letter instead of Liter's Quarry, Inc. or any of its subsidiaries.

b. Refer to Section 7 of the Service Agreement. Has Hilltop operated in violation of Section 7?

c. Refer to Section 8 of the Service Agreement. Has Hilltop operated in violation of Section 8?

3. If the response to Item 1, above is no, provide a copy of any and all agreements for electric service that Meade County has with Hilltop. Has Hilltop operated in violation of any of the terms of the agreement for electric service concerning phase balancing and harmonics that it has with Meade County?

4. Refer to Meade County's Response to Commission Staff's First Request for Information filed September 21, 2012. In its response to Item 7.a., Meade County stated that:

Hilltop Quarry upgraded its facility in December 2011. Complaints from nearby members began in January 2012. Meade County RECC first checked the lines and services, not knowing the issue was due to Hilltop's operations. MCRECC then began downline monitoring using voltage recorders in early February. The high flicker levels coincided with the hours of Hilltop's operation.¹

In its response to Item 7.b, Meade County stated that "MCRECC was satisfied that Hilltop's operations were the source of the problem; however, Hilltop was not and insisted on concurrent monitoring."²

a. Provide any and all documentation and data gathered by Meade County and any and all documentation and data gathered by Hilltop which is in the possession of Meade County on any power quality survey(s) performed on this circuit in the last two years, including data collected after completion of the new line on December 28, 2012.

b. Provide detailed documentation with the power quality survey information requested in part a. which indicates whether equipment installed at Hilltop

¹ Meade County Rural Electric Cooperative Corporation Response to Commission Staff's First Request for Information, filed September 21, 2012, Response to Item 7.a., at p. 9.

² *Id.* at Response to Item 7.b.

has caused any undesirable effects (voltage variation) upon the quality of service for any customers on this circuit.

5. The letter filed by the Complainant on January 10, 2013, stated:

It is with great sadness and exasperation that I write to inform you that the lights at my residence do not seem to be any better than before. The light flickering has continued through this morning. My understanding is that the single phase line that was completed was supposed to elevate our problem with diminished light capacity (flickering).³

The letter also stated that "the outcome has not been what we expected,"⁴

a. Has a termination of service notice been delivered to Hilltop Basic Resources, Inc. or any of its subsidiaries or affiliates?

b. If yes, on what date is service to be terminated or was the service terminated?

6. Refer to the letter Meade County filed on January 22, 2013, which stated:

Since our status report to you dated December 28, 2012, Meade County RECC ("Meade") has completed the single phase line.

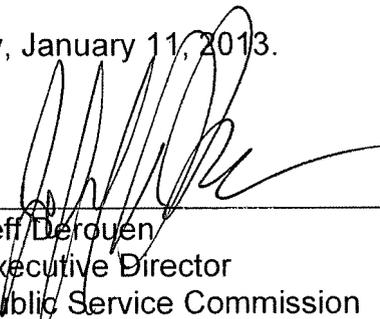
Thereafter all three complainants indicated to Meade and the commission's staff that the flickering problem continued. On or after Monday, January 7, 2013, Meade began monitoring the area where the complainants reside measuring voltage flickering on said electric line. The test results indicated a dramatic improvement as our previous monitoring indicated multitudes of flicker events (enough to fill the recorder memories in a day). In the past week, the monitoring readings indicated four or five events of which only one would be considered outside of the IEEE standard limits. . . .

³ Letter from Mona C. Jarboe filed January 10, 2013.

⁴ *Id.*

Meade has reinstalled the recorders for future monitoring, however, we believe that the new electric line has achieved its purpose in reducing the flicker to acceptable levels for the Big Bend area.⁵

- a. Provide all Meade County test results collected in the vicinity of the Complainant's location and Hilltop, since monitoring began on January 7, 2013.
- b. Indicate the exact location on the system where the data was collected.
- c. Explain the origin of, and the remedy for, the high 1.2 percent flicker level measured around 7:30 P.M. on Friday, January 11, 2013.



Jeff Derouen
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, KY 40602

DATED FEB 11 2013

cc: Parties of Record

⁵ Letter from Thomas C. Brite dated January 17, 2013, filed January 22, 2013, at pp. 1-2.

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2012-00310 DATED FEB 11 2013

NOTAL
LATION
ECTRIC
1999
666

AGREEMENT FOR RETAIL ELECTRIC SERVICE

FIVED

THIS AGREEMENT made and entered into this 6th day of April, 1999 by and between Meade County Rural Electric Cooperative Corporation (hereinafter called the "Seller"), and Liter's Quarry, Inc. with principal offices located, Louisville, Kentucky, 40241 location and mailing address of 5918 Haunz Lane, (hereinafter called the "Customer").

WITNESSETH:

That for and in consideration of the premises and the mutual covenants herein contained, the parties do hereby contract and agree as follows:

1. GENERAL OBLIGATIONS

1.01 Seller shall make available, sell and deliver to the Customer, and Customer shall take and pay for all of the electric power and energy, up to a maximum of 999 kW, as specified herein and required by Customer in the operation of its facilities described upon Exhibit A hereto, at the rates and upon the terms and conditions specified herein and upon Exhibit B hereto.

1.02 Customer shall become a member of Seller, shall pay the membership fee, and shall be bound by such rules and regulations as may from time to time be adopted by Seller.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

2. SERVICE CHARACTERISTICS

2.01 Service hereunder shall be alternating current, three-phase, four-wire, sixty

MAY 23 1999
PUBLIC SERVICE COMMISSION
OF KENTUCKY
SECRETARY OF THE COMMISSION

AGREEMENT FOR RETAIL ELECTRIC SERVICE

THIS AGREEMENT made and entered into this 6th day of April, 1999 by and between Meade County Rural Electric Cooperative Corporation (hereinafter called the "Seller"), and Litter's Quarry, Inc. with principal offices located, Louisville, Kentucky, 40241 location and mailing address of 5918 Haunz Lane, (hereinafter called the "Customer").

WITNESSETH:

That for and in consideration of the premises and the mutual covenants herein contained, the parties do hereby contract and agree as follows:

1. GENERAL OBLIGATIONS

1.01 Seller shall make available, sell and deliver to the Customer, and Customer shall take and pay for all of the electric power and energy, up to a maximum of 999 kW, as specified herein and required by Customer in the operation of its facilities described upon Exhibit A hereto, at the rates and upon the terms and conditions specified herein and upon Exhibit B hereto.

1.02 Customer shall become a member of Seller, shall pay the membership fee, and shall be bound by such rules and regulations as may from time to time be adopted by Seller.

2. SERVICE CHARACTERISTICS

2.01 Service hereunder shall be alternating current, three-phase, four-wire, sixty

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 23 1999

PURSUANT TO KRS 190.011,
SECTION 9(1)

BY Stephen J. Bell
SECRETARY OF THE COMMISSION

hertz, 480 volt.

2.02 The delivery of the electric power and energy supplied hereunder shall be at points specified on Exhibit A.

3. FACILITIES AND SERVICES PROVIDED BY SELLER

Seller shall install the facilities listed on Exhibit A which consist of electric facilities and equipment located on Customer's property, and electric facilities and equipment located on Seller's existing distribution system, all of which are necessary to provide the required power and energy requested by Customer, and to enable Customer to receive and use electric power and energy purchased hereunder at 480 volts. Cost of these facilities shall be recovered by the Seller from the Customer in accordance with the provisions of Sections 12.04 and 15.04 of this Agreement.

4. FACILITIES AND SERVICES PROVIDED BY CUSTOMER

Customer shall furnish and install, at no cost to the Seller, all other facilities required for it to receive electric power and energy from the Seller at 480 volts. This also includes the installation and construction of facilities to implement underground primary services and equipment as described in Meade County RECC underground utility specifications.

5. OPERATION AND MAINTENANCE OF FACILITIES

Seller shall operate and maintain, or cause to be operated and maintained, all of the transmission lines and substation facilities owned by it, its wholesale power supplier, or

PUBLIC SERVICE COMMISSION

ON BEHALF OF THE
DIRECTIVE

MAY 23 1999

PURSUANT TO OR DERIVED FROM
SECTION 9(1)

BY STEPHEN D. BULL
SECRETARY OF THE COMMISSION

both. Customer shall furnish, install, maintain and operate, such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder, and as may be necessary in the opinion of Seller to afford reasonable protection to the facilities of Seller, its wholesale power supplier, or both. Plans for equipment to be installed for the protection of the facilities of Customer, Seller or its wholesale power supplier, or any combination thereof, shall be subject to Seller's approval.

6. CONSTRUCTION STANDARDS

Seller and Customer shall construct and maintain the facilities to be provided by each under this agreement in accordance with applicable provisions of the National Electric Safety Code of the American National Standards Institute, the rules and regulations of the Kentucky Public Service Commission, and other applicable laws, codes and regulations, provided, however, Seller shall have no duty to inspect Customer's facilities for conformance therewith. Nothing in this agreement shall be construed to render Seller liable for any claim, demand, cost, loss, cause of action, damage or liability of whatsoever kind or nature arising out of or resulting from the construction or operations and maintenance of Customer's electric system.

7. ELECTRIC DISTURBANCE, PHASE BALANCING, AND HARMONICS

7.01 Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (i) cause damage or interference with Seller's system, or facilities or other property in proximity to Seller's system, or (ii) prevent

Seller from serving other Customers satisfactorily. Seller may require Customer, at Customer's expense, to make such changes in its system, as may be necessary to reasonably limit such disturbances.

7.02 Customer shall take and use the power and energy hereunder in such a manner that the load at the Point of Delivery shall not cause a current imbalance between phases greater than five percent (5%). Seller reserves the right to require Customer, at Customer's expense, to make necessary changes to correct such conditions. In addition to any other remedies that Seller may have hereunder, should Customer fail to make such changes, Seller may, in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase.

7.03 Customer shall take and use power and energy hereunder in such a manner that the current harmonic total demand distortion (TDD) and flicker shall not exceed limits as described in IEEE Standard 519. When necessary to maintain an acceptable TDD level, Customer, at its expense, will install, own, operate, and maintain required harmonic filtering equipment. The Customer, at its expense, will install, own, operate, and maintain required equipment to maintain an acceptable flicker level. Seller reserves the right to install at Customer's expense, suitable equipment to maintain TDD and flicker levels in accordance with IEEE Standard 519. To help insure acceptable flicker levels on the system, the Customer shall adhere to motor starting and operating criteria specified in Exhibit C.

7.04 Seller shall give Customer written notice of any disturbances, imbalances, or harmonic distortions, described in Section 7, that Seller determines are caused by Customer's operation of its facilities. Seller's written notice will describe the changes, requirements, corrections or remedies that Seller deems necessary to correct the operations problems.

Customer may request a meeting of representatives of both Seller and Customer to review the matters contained in Seller's written notice and to resolve any disputes that arise.

8. POWER FACTOR

Customer shall maintain a power factor at the metering point as nearly as practicable to unity. Any billing and metering adjustments regarding inadequate power factor are to follow the terms described in the rate structure described in Exhibit B.

9. METERING

Seller shall install, maintain and operate the metering equipment at the location shown on Exhibit A. The reading of each meter shall follow those rules and guidelines previously established in the rate structure as described in Exhibit B. In all other respects, meters shall be installed, operated, maintained and tested in accordance with the rules and regulations of the Kentucky Public Service Commission.

10. RIGHT OF REMOVAL

Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed by either of the parties hereto on or in the premises of the other party shall be and remain the property of the party owning and installing same, regardless of mode or manner of annexation or attachment to real property of the other. Upon termination of this agreement, the owner thereof shall have the right to enter upon the premises of the other party and shall within a reasonable time remove such equipment, apparatus, devices, or facilities,

PUBLIC SERVICE COMMISSION
OF KENTUCKY
OFFICE
MAY 23 1999
PURSUANT TO KY TARIFF
SECTION 19 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

except that Customer shall not recover any easement or sites conveyed to Seller or its wholesale power supplier necessary to provide service to other customers served through such easements or sites. The party effecting removal under this provision shall pay any damages to the premises or property of the other party caused by such removal.

11. RIGHT OF ACCESS

Duly authorized representatives of Seller shall be permitted to enter the Customer's premises at all reasonable hours in order to carry out the provisions of this agreement.

12. RATES AND PAYMENT

12.01 Customer shall pay Seller for service hereunder at the rates set forth upon Exhibit B, attached hereto and made a part hereof, subject to such changes as may become effective from time to time by operation of law, by order of the Kentucky Public Service Commission.

12.02 Seller shall revise said Exhibit B to reflect any such changes in rates, terms or conditions contained therein, and each revision shall automatically be incorporated into this agreement. Failure of Seller to promptly revise Exhibit B shall not affect Customer's duty to pay for service in accordance with any changed rates, terms, or conditions of service rendered on or after the effective date of such change.

12.03 In the event the average monthly metered kVA exceeds 999 kVA, Seller reserves the right to adjust the rates charged to Customer, subject to the approval of the Kentucky Public Service Commission.

PUBLIC SERVICE COMMISSION
OFFICE OF THE SECRETARY
1000 COMMONWEALTH BUILDING
FRANKFORT, KY 40601
MAY 23 1999
BY: _____
SECRETARY OF THE COMMISSION

12.04 Customer shall pay a monthly facility charge each month of the initial term of the agreement equal to .858 % of the actual cost of all labor and material required to provide the facilities described in section 3 for a term of 180 months. The estimated cost of the labor and materials is approximately \$300,000. The facility charge shall begin and be due immediately after the construction of such facilities is complete and electrical service is available to the Customer by the Seller.

12.05 Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

12.06 Bills for service furnished during the preceding monthly billing period shall be processed and mailed to Customer in accordance to those guidelines and regulations set and described in the rate structure in Exhibit B.

13. CUSTOMER DEPOSIT

As security for payment of its monthly billing obligations, Customer shall provide Seller a cash deposit or other sufficient guaranty in the sum of \$15,000, representing two months estimated billing and two months of the facility charge. This amount is to be adjusted by the actual construction cost and actual monthly bills after the initial six month period. The Customer is required to provide reasonable security, guaranty, or bond for costs necessary to construct and upgrade the existing facilities necessary to deliver electrical services to the Customer's premise. Additionally, the Customer may be required to provide reasonable security or guaranty for any other charges provided for in this agreement.

Public Service Company
of the District of Columbia
MAY 07 1999
BY _____
Secretary of the Company

14. BILLING DEMAND

The billing criteria regarding demand load shall follow the rules and guidelines set and described in the rate structure in Exhibit B. The minimum monthly bill to be applied shall be in addition to any amount due for facility charge and is to be calculated using the criteria set in the rate structure described in Exhibit B, using the installed KVA capacity.

15. TERM OF AGREEMENT

15.01 This agreement shall remain in full force and effect for an initial term of 15 years from the beginning of the first day service is taken under this agreement, and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in any amendment hereto, until terminated by either party giving the other party at least ninety (90) days written notice prior to the effective date of such termination.

15.02 Electric service shall begin June 1, 1999, except that date shall be postponed unless and until this agreement is accepted, approved or otherwise becomes effective under Kentucky statutes or the rules of the Kentucky Public Service Commission and any state or federal agency or creditor whose approval of such agreement is required, and upon approval of Seller's wholesale electric provider.

15.03 If this agreement is terminated for any cause prior to the completion of the initial term, Customer will pay to Seller a termination charge equal to the actual cost of the facilities described in Section 12.04, multiplied by the quotient of the remaining months of the initial term of the agreement divided by 180.

15.04 This agreement shall not be assigned without the prior written consent of

PUBLIC SERVICE COMMISSION
OF KENTUCKY
5000175

MAY 23 1999

PURSUANT TO ORDER NO. 11
BY _____
SECRETARY OF THE COMMISSION

Seller, which consent will not be unreasonably withheld. Seller may withhold approval of a proposed assignment until, among other things, Seller has been provided with all information it may require regarding the proposed assignee, and until the proposed assignee has provided Seller with assurances of payment, if any, required by Seller.

16. FORCE MAJEURE

16.01 In the event either party is rendered unable, wholly or in part, by force majeure or uncontrollable forces to carry out its obligations, upon such party's giving written notice and reasonable full particulars of such force majeure or uncontrollable forces, in writing or by telegraph, to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations, so far as and to the extent that they are affected by such force majeure or uncontrollable forces, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch.

16.02 The term "force majeure" as used herein, shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government, either federal or state, civil or military, civil disturbances, explosions, breakage or accident to machinery or transmission lines, inability of either party hereto to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (either federal or state), including both civil and military, which are not reasonably within the control of the party claiming suspension.

PUBLIC SERVICE COMMISSION
OF THE DISTRICT OF COLUMBIA

MAY 27 1999

PUBLIC SERVICE COMMISSION
OF THE DISTRICT OF COLUMBIA

BY SP2/10/01 BCL
SECRETARY OF THE COMMISSION

16.03 This agreement shall not subject either party to consequential damages or damages for loss of anticipated profits.

17. REMEDIES OF THE PARTIES

Except as specifically provided for herein, nothing contained in this agreement shall be construed to limit or deprive either party of any means of enforcing any remedy, either at law or equity for the breach of any of the provisions of this agreement. Waiver at any time by either party of rights with respect to a default or any other matter arising in connection with this agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

18. NOTICES

Any notice, demand or request required or authorized under this agreement shall be served upon the other party in writing and placed in the mail, postage prepaid, or delivered to the other party at the following address:

To the Seller: **Burns Mercer, President/CEO**
 Meade County Rural Electric Cooperative Corporation

To the Customer: **Robert T. Liter, President**
 Liter's Quarry, Inc.

Each party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other party in writing of such change.

PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSISSIPPI

MAY 25 1999

PURSUANT TO MISSISSIPPI CODE ANN. § 49-1-101
BY STACY O. BULL
SECRETARY OF THE COMMISSION

19. REPORTS AND INFORMATION

The customer shall furnish such reports and information concerning its operations as the Seller may reasonably request from time to time.

20. SUCCESSION AND APPROVAL

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto.

21. SURVIVAL

Invalidity of any portion of this agreement shall not affect the validity of the remainder thereof.

22. ENTIRE AGREEMENT AND VENUE

The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, provided, however, that service to the Customer shall be subject to the provisions of Seller's articles of incorporation and bylaws and subject to the lawful orders of the Kentucky Public Service Commission. All respective rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EXECUTIVE

MAY 23 1999

PURSUANT TO KYR 011,
SECTION 19(1)
BY [Signature]
SECRETARY OF THE COMMISSION

IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of the date and year first herein written.

Meade County Rural Electric Cooperative Corporation

SELLER

BY: Brian E. Meade

President/CEO

Attest: Linda C. Barr

Secretary

Liter's Quarry, Inc.

CUSTOMER

BY: Robb T. Liter

President

Attest: Susan L. Neill

Secretary

PUBLIC SERVICE COMMISSION
OFFICE OF THE SECRETARY
12/10/09
BY: [Signature]
SECRETARY OF THE COMMISSION

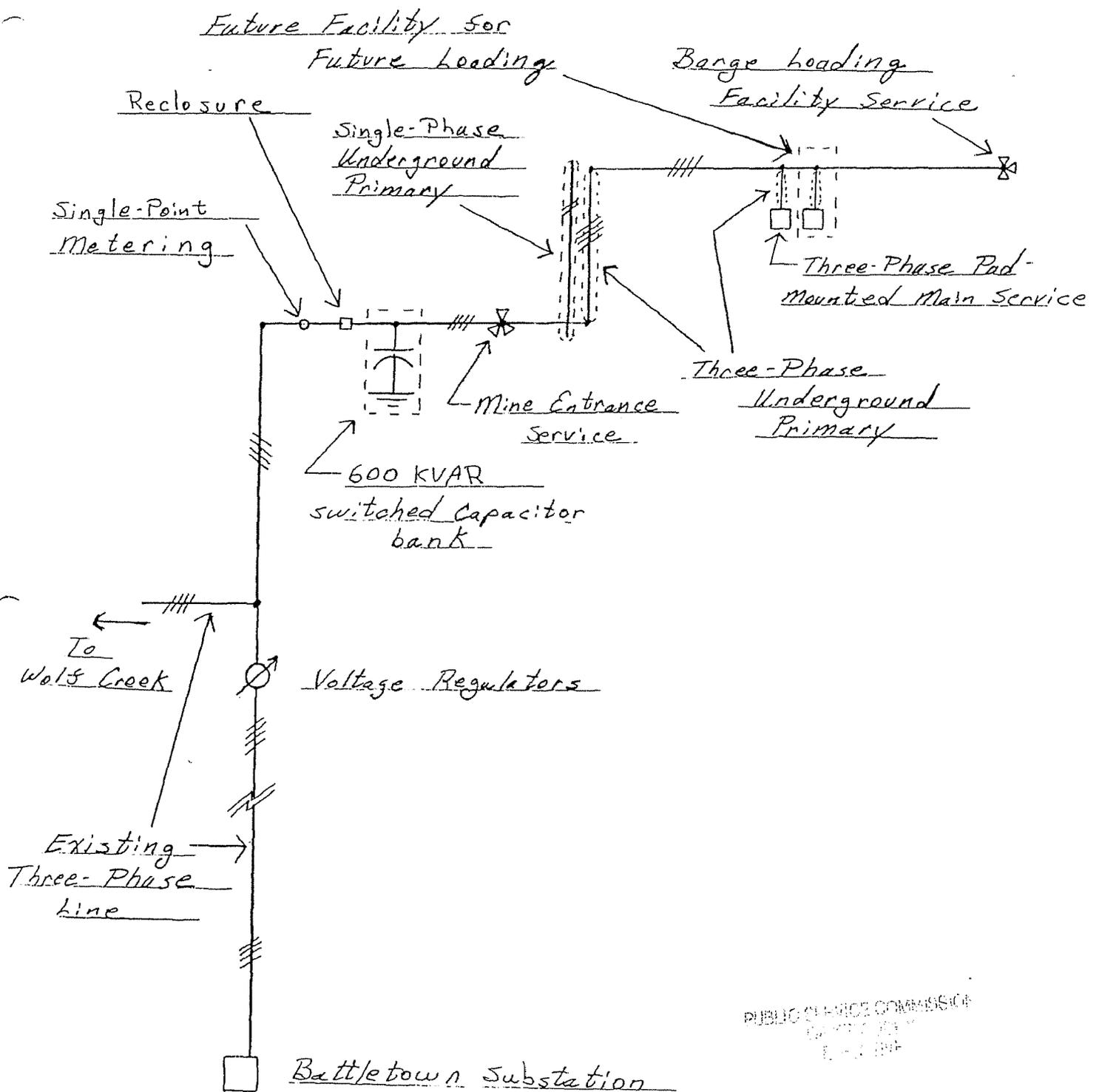
Exhibit A

PUBLIC SERVICE COMMISSION
STATE OF NEW YORK
ALBANY

MAY 23 1999

PURSUANT TO SECTION 1011,
OF THE PUBLIC SERVICE LAW

BY Shirley A. Liska
SECRETARY OF THE BOARD



PUBLIC SERVICE COMMISSION
 DEPT. OF REVENUE
 1-1-1994

MAY 23 1999

PUBLIC SERVICE COMMISSION
 DEPT. OF REVENUE

BY _____
 SECRETARY OF THE COMMISSION

Facilities Necessary to Service New Quarry at Big Bend

Upgrade existing 2.5 mi single phase to 3-phase
and construct 1 mi. of new 3-phase

Construct 700 ft of 500 MCM UG Primary

Construct 700 ft of 1/0 UG Primary

Install new electronic 3-phase 560 Amp VWE reclosure

Install new switched 600 KVAR capacitor bank

Install new 3-phase regulator bank

Substation at plant

1000 KVA Pad-mounted transformer
Underground equipment

Install primary single point metering

PUBLIC SERVICE COMMISSION
OF THE STATE OF TEXAS
DALLAS, TEXAS

MAY 23 1989

PREPARED BY J. W. HARRIS, JR.
SECRETARY OF THE COMMISSION

BY Spencer J. Helt
SECRETARY OF THE COMMISSION

Exhibit B

PUBLIC SERV. COMMISSION
REGULATORY
EXCELLENCE

MAY 27 1999

PURSUANT TO REG. 1011,
§ 1011.1011

BY CHIEF CLERK
SECRETARY OF THE COMMISSION

FOR Entire Territory served

Community, Town or City

P.S.C. No. 32

(Original) Sheet No. 12

(Revised)

Cancelling P.S.C. No. 31

(Original) Sheet No. 12

(Revised)

MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Schedule 4	CLASSIFICATION OF SERVICE	RATE PER UNIT
<p>Large Power Service, 50 KVA - 999 KVA</p> <p><u>Applicable:</u> Entire Territory Served.</p> <p><u>Availability of Service:</u> Available to consumers located on or near Seller's three-phase lines for all types of usage, subject to the established rules and regulations of Seller.</p> <p><u>Type of Service:</u> Three-phase, 60 hertz, at Seller's standard voltages.</p> <p><u>Rates:</u> \$2.84 per month per KW of billing demand plus energy charge of:</p> <p>.06106 per KWH for the first 100 KWH used per month per KW of billing demand</p> <p>.05560 per KWH for the next 100 KWH used per month per KW of billing demand</p> <p>.05333 per KWH for the next 100 KWH used per month per KW of billing demand</p> <p>.05194 per KWH for all remaining KWH used per month.</p> <p>State, Federal and local tax will be added to above rate where applicable.</p> <p><u>Determination of Billing Demand:</u> The billing demand shall be the maximum kilowatt demand established by the consumer for any period (fifteen consecutive minutes) during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as follows:</p> <p><u>Power Factor Adjustment:</u> The consumer shall at all times take and use power in such manner that its average power factor shall be as near one hundred percent (100%) as is consistent with good engineering practice, but in no case shall the power factor be lower than ninety percent (90%) lagging. The Distributor reserves the right to measure the power factor at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than ninety percent (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety percent (90%) and divided by the percent</p>	<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</p> <p>APR 30 1998</p> <p>PURSUANT TO 807 KAR 5.011, SECTION 9 (1)</p> <p>BY <i>Stephen D. Bell</i> SECRETARY OF THE COMMISSION</p>	

DATE OF ISSUE May 20, 1998 Month Day Year MAY 20 1998

DATE EFFECTIVE April 30, 1998 Month Day Year APR 30 1998

ISSUED BY *Benn E. ...* President/CEO P. O. Box 489, Brandenburg, KY 40108

ISSUED BY AUTHORITY OF P.S.C.

Order No. 97-209 Dated May 6, 1998

**MEADE COUNTY RURAL ELECTRIC
COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P. S. C. No. 33

(Original) Sheet No. 13

(Revised)

Cancelling P.S.C. No. 28

(Original) Sheet No. 13

(Revised)

Schedule 4 - continued	CLASSIFICATION OF SERVICE	RATE PER UNIT
<p>Large Power Service, 50 KVA - 999 KVA</p> <p>power factor. When the power factor is found to be lower than ninety percent (90%), the consumer will be required to correct its power factor to ninety percent (90%) at the consumer's expense. The demand shall be defined as ninety percent (90%) of the highest average kilovolt-amperes measured during any fifteen consecutive-minute period of the month.</p> <p><u>Fuel Cost Adjustment:</u> See Schedule 10 for applicable charge.</p> <p><u>Minimum Monthly Charges:</u> The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:</p> <ol style="list-style-type: none"> 1. The minimum monthly charge specified in the contract for service. 2. A charge of \$0.75 per KVA of installed transformer capacity. 3. A charge of \$25.00. <p><u>Minimum Annual Charge for Seasonal Services:</u> Consumers requiring service only during certain seasons not exceeding nine months per year may guarantee a minimum annual payment of twelve times the minimum monthly charge determined in accordance with the foregoing section in which case there shall be no minimum monthly charge.</p> <p><u>Due Date of Bill:</u> Payment of consumers monthly bill will be due within ten (10) days from due date of bill.</p> <p><u>Delayed Payment Charge:</u> The above rates are net, the gross rates being five percent (5%) higher on the first \$25.00 and two percent (2%) on the remainder of the bill. In the event the current monthly bill is not paid within ten (10) days from the due date of the bill, the gross rate shall apply.</p>		<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</p> <p>AUG 19 1998</p> <p>PURSUANT TO 207 KAR 5.011, BY _____ SECRETARY OF THE COMMISSION</p>

DATE OF ISSUE September 16, 1998

Month

Day

Year

DATE EFFECTIVE August 19, 1998

Month

Day

Year

ISSUED BY

James E. New

President/CEO

P. O. Box 489, Brandenburg, KY 40108

Name of Officer

Title

SECRETARY OF THE COMMISSION

ISSUED BY AUTHORITY OF P.S.C.

Order No. 98-061 dated August 19, 1998

**MEADE COUNTY RURAL ELECTRIC
COOPERATIVE CORPORATION**

FOR Entire Territory served

Community, Town or City

P.S.C. No. 28

(Original) Sheet No. 14

(Revised)

Cancelling P.S.C. No. 20

(Original) Sheet No. 16 & 17

(Revised)

Schedule 4 - continued	CLASSIFICATION OF SERVICE	RATE PER UNIT
Large Power Service, 50 KVA - 999 KVA		
<p><u>Metering:</u> Necessary metering equipment will be furnished and maintained by the Cooperative, which shall have the option of metering service supplied hereunder at either primary or secondary voltage.</p> <p><u>Special Rules and Conditions:</u></p> <ol style="list-style-type: none"> Motors having a rated capacity in excess of seven and one-half horsepower (7 1/2 H.P.) must be three-phase unless written permission has been obtained from the Seller. All wiring, pole lines, and other electrical equipment beyond the metering point, shall be considered the distribution system of the consumer and shall be furnished and maintained by the consumer. Service hereunder will be furnished at one location. If the consumer desires to purchase energy from the Cooperative at two or more locations, each such location shall be metered and billed separately from the other under the above rates. When lighting is installed under the above rate, the lighting load shall not exceed ten percent (10%) of the maximum power load. All equipment necessary to provide lighting shall be installed, owned and maintained by the consumer. All motors in excess of ten horsepower (10 H.P.) rating shall have reduced voltage starters. 		

PUBLIC SERVICE COMMISSION
COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION
COMMONWEALTH OF KENTUCKY

DATE OF ISSUE October 11, 1995

Month Day

EFFECTIVE
PURSUANT TO 207 KAR 5-011
30 Year 1971

DATE EFFECTIVE November 11, 1995

Month Day

BY: Stacy
OCT 24 1995
SECRETARY OF PUBLIC SERVICE

ISSUED BY Bern E. Shaw President/CEO

Name of Officer Title

P. O. Box 489, Brandenburg, KY 40109
PURSUANT TO 207 KAR 5-011, SECTION 9(1)

ISSUED BY AUTHORITY OF P.S.C.

Order No.

BY: Jordan C. Neal
SECRETARY OF PUBLIC SERVICE COMMISSION

Exhibit C

PUBLIC SERVICE COMMISSION
OF NEW JERSEY
TREASURY

MAY 23 1999

RECEIVED DEPARTMENT 2011
5:21:03 PM

BY [Signature]
SECRETARY OF THE COMMISSION

Motor Starting Limits

<u>Motor size</u>	<u>Start current limits</u>
Up to 150 Hp	6.0 KVA/Hp
150 Hp to 300 Hp	5.0 KVA/Hp
300 Hp and Over	3.2 KVA/Hp

PUBLIC SERVICE COMMISSION
OF THE STATE OF
MICHIGAN

MAY 23 1999

PURSUANT TO MICHIGAN STATUTES
AND REGULATIONS
BY STEPHEN J. HALL
SECRETARY OF THE COMMISSION

Honorable Thomas C Brite
Attorney At Law
Brite & Hopkins, PLLC
83 Ballpark Road
P.O. Box 309
Hardinsburg, KENTUCKY 40143

Mona Corrin Jarboe
7055 Big Bend Road
Battletown, KENTUCKY 40104

Burns E Mercer
President & CEO
Meade County R.E.C.C.
P. O. Box 489
Brandenburg, KY 40108-0489