# CLARK ENERGY COOPERATIVE INC.

OF

Winchester, Kentucky 40391

# Rates, Rules and Regulations for Furnishing Electricity

**FOR** 

Counties of: Bath, Bourbon, Clark, Estill, Fayette, Madison, Menifee, Montgomery, Morgan, Powell, Rowan, Wolfe

# Filed with PUBLIC SERVICE COMMISSION OF KENTUCKY

3/3/2008

ISSUED August 29, 1997

**EFFECTIVE** September 15, 1997

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

ISSUED BY

Overt L. Carroll

PRESIDENT & C.E.O.

SEP 15 1997

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

BY: Stephan Bue

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Executive Director

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#### RULES AND REGULATIONS

#### 1 SCOPE

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from the Cooperative and applies to all service received from the Cooperative whether the service received is based upon a contract, agreement, signed application, or otherwise. No employee or individual director of the Cooperative is permitted to make an exception to rates or Rules and Regulations. Rates and service information can be obtained from the Cooperative's office or Cooperative personnel.

31312008

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011,
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BY: Stephan Buy
SECRETARY OF THE COMMISSION

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ISSUED BY Many of Officer	TITLE PRESIDENT & C.E.O.	

For All Areas Served
Community, Town or City
P.S.C. No
Original SHEET NO. 2
CANCELLING P.S.C. NO
Revision 3 SHEET NO. 2

#### RULES AND REGULATIONS

#### 2 REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval of Clark Energy's Board of Directors and the Public Service Commission. Such changes when effective shall have the same force as the present Rules and Regulations. The Members shall be informed of any changes as soon as possible, after adoption by the Board of Directors, through the Cooperative's monthly newsletter or direct mailing.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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SECRETARY OF THE COMMISSION

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	Name of Officer					

For All Areas Served
Community, Town or City
P.S.C. No
Original SHEET NO. 3
CANCELLING P.S.C. NO
Revison 3 SHEET NO. 3

#### RULES AND REGULATIONS

# 3 CONSUMER'S RESPONSIBILITY FOR COOPERATIVE'S PROPERTY

All meter, service connections and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The member shall exercise proper care to protect the property of the Cooperative on it's premises; and in the event of loss or damage to the Cooperative's property arising from neglect of the member to care for same, the cost of necessary repairs or replacement shall be paid by the member.

3/3/1008

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SECRETARY OF THE COMMISSION

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ISSUED BY	Name of Officer	TITLE PI	RESIDENT & C.E.O.

For	All	Area	as	Ser	vec	1
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#### RULES AND REGULATIONS

#### 4 CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such a supply should fail or be interrupted or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011,
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BY: Stephano Buy
SECRETARY OF THE COMMISSION

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ISSUED BY Music Cause	TITLE PRESIDENT & C.E.O.
Name of Officer	

For All Areas Served Community, Town or City PUBLIC SERVICE COMMISSION P.S.C. No. Original SHEET NO. 5 CANCELLING P.S.C. NO. Revision 3 SHEET NO. 5

Clark Energy Cooperative Inc. Name of Issuing Corporation

SEP 1 5 1997

OF KENTUCKY EFFECTIVE

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

BY Stephand Bu RULESCAND OREGUNASSIONS

#### 5 RELOCATION OF LINES

The Cooperative will cooperate with all political subdivisions in the construction, improvement or rehabilitation of public streets and high It is expected that these political subdivisions will give reasonable notice to permit the Cooperative to relocate its lines to permit the necessary road construction.

If the Cooperative's poles, anchors, and other appurtenances are located within the confines of the public right(s) of way, the Cooperative shall make the necessary relocation at its own expense. If the Cooperative's poles, anchors or other facilities are located on private property, the political subdivision then shall agree to reimburse the Cooperative. Upon request by member property owner, where facilities are to be relocated, relocation will be considered provided adequate right of way can be obtained for the relocation requested. The member owner will be required to pay the cost of materials necessary to make the requested changes unless one or more of the following conditions are met:

- The relocation is made for the convenience of the Cooperative. (a)
- The relocation will result in a substantial improvement in the (b) Cooperative's facilities or their location.
- That the relocation is associated with other regularly scheduled conversion or construction work and can be done at the same time.
- Per member owner request when right of way is provided. such instance member owner will be required to pay for materials to make requested changes.

DATE OF ISSUE_	August 29, 1997	DATE EFFE	CTIVE September 15, 1997
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#### RULES AND REGULATIONS

#### 6 SERVICES PERFORMED FOR MEMBERS

The Cooperative's personnel shall not while on duty make repairs or perform service 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 services are performed, the member shall be charged for such service(s) at the rate of time and material(s) used.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan Bry
SECRETARY OF THE COMMISSION

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	Name of Officer		

For All Areas Served
Community, Town or City
P.S.C. No
Original SHEET NO. 7
CANCELLING P.S.C. NO
Revision 3 SHEET NO. 7

#### RULES AND REGULATIONS

#### 7 APPLICATION FOR SERVICE

Each prospective member desiring electric service will be required to sign the Cooperative's "Application for Membership and for Electric Service", also, sign a contract when applicable, before service is supplied by the Cooperative and provide the Cooperative with necessary easements or right(s) of way permits over property owned by the prospective customer.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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Clark Energy Cooperative Inc. Name of Issuing Corporation	Community, Town or City  P.S.C. No.  Original SHEET NO. 8  CANCELLING P.S.C. NO.  Revision 3 SHEET NO. 8
RULES AND REGU	JLATIONS
8 MEMBERSHIP FEE  No membership fee is required to become cooperative.	ome a member of the (C)
	313/2008
	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE  SEP 1 5 1997  PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Buy SECRETARY OF THE COMMISSION
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Name of Officer

For	All	Are	as	Ser	vec	ł	
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#### RULES AND REGULATIONS

#### 9 RIGHT OF ACCESS

Each member shall give and grant right of access to the Cooperative without paid compensation to his, hers, or its lands and premises for the purpose of meter reading, placing, locating, building, constructing, operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending and maintaining on, over, or under such lands and premises, or removing therefrom its electric distribution system new or existing lines, wires, poles, anchors and other necessary or appurtenant parts.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephano Bue
SECRETARY OF THE COMMISSION

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For All Are	as Ser	ved	
Community,	Town	or C	ity
P.S.C. No			
Original	SHEET	NO.	10
CANCELLING	P.S.C.	NO.	
Revision 3	SHEET	NO.	10

#### RULES AND REGULATIONS

#### 10 DISCONTINUANCE OF SERVICE OR CHANGE OF SERVICE LOCATION

Any member requesting discontinuance of service, or change of service from one location to another, shall give the Cooperative three (3) days' notice in person, in writing, or by telephone provided such notice does not violate contractual obligations.



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PUBILIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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For All Areas Served
Community, Town or City
P.S.C. No
Original SHEET NO. 11
CANCELLING P.S.C. NO
Revision 3 SHEET NO 11

#### RULES AND REGULATIONS

### 11 CHARGES FOR MEMBER REQUESTED RECONNECTION

The Cooperative will make no charge for connecting service or discontinuance of service. There shall be a fee of \$15.00 for each service connection thereafter occurring more frequently than once each twelve month period for the member.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED BY	( Mull Throne	TITLE	PRESIDENT & C.E.O.
	Name of Officer		

	For All Areas Served		
	Community, Town or City		
	P.S.C. No.		
	Original SHEET NO. 12		
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C. NO		
	Revision 3 SHEET NO. 12		
	- <del>-</del>		

#### RULES AND REGULATIONS

#### 12 RESALE OF POWER BY MEMBER

All purchased electric service used on the premises of the member shall be supplied exclusively by the Cooperative, and the member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service or any part thereof, except by written contract.



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For	All	Area	as	Ser	vec	ľ	
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#### RULES AND REGULATIONS

#### 13 TEMPORARY SERVICE

Facilities that are temporary in nature such as for construction con tractors, sawmills, oil wells, carnivals, etc. will be provided to consumers desiring such facilities, provided they pay an advance fee equal to the reasonable cost of providing and removing such facilities.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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For All Areas Served	
Community, Town or Cit	y
P.S.C. No	_
Original SHEET NO. 1	4
CANCELLING P.S.C. NO	_
Powision 3 CHEET NO 1	1

#### RULES AND REGULATIONS

#### 14 DISTRIBUTION LINE EXTENSION

- (1) Normal Extensions. An extension of 1,000 feet or less shall be made by the Cooperative to its existing distribution line without charge for a prospective consumer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service. The "service drop" to the point of attachment from the distribution line at the last pole shall not be included in the foregoing measurements.
- (2) Other Extensions.

the total extension.

to be made.

(a)

(b)

- When an extension of the Cooperative's line to serve an applicant or group of applicants amounts to more than 1,000 feet per consumer, the Cooperative may, if not inconsistent with its filed tariff, require the total cost of the excessive footage over 1,000 feet per consumer to be deposited with the Cooperative by the applicant or applicants based on the average estimated cost per foot of
- Each consumer receiving service under such extension will be reimbursed under the following plan: Each year for a period of not less than ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the consumer or consumers who paid for the excessive footage the cost of 1,000 feet of the extension in place for each additional consumer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. In no case shall the total amount

refunded exceed the amount paid the Cooperative. After

the end of the refund period, no refund will be required

OF KENTUCKY EFFECTIVE

PUBLIC SERVICE COMMISSION

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		P.S.C. No
		Original SHEET NO. 15
Clark Energy Coo		CANCELLING P.S.C. NO
Name of Issuing	Corporation	Revision 3 SHEET NO. 15
	RULES AND REGULATION	ONS
14 DISTRIBUTION	LINE EXTENSION	
(c)	An applicant desiring an extenestate subdivision may be requof the extension. Each year fithan ten (10) years the Cooper applicant who paid for the extithe cost of 1,000 feet of the each additional consumer connein no case shall the total amount paid to the Cooperative refund period from the complet refund will (be required to be	ired to pay the entire cost or a period of not less ative shall refund to the ension a sum equivalent to extension installed for cted during the year, but unt refunded exceed the . After the end of the ion of the extension, no
PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE	Nothing contained herein shall prohibit the Cooperative from a different arrangements provided been approved by the Commission	making extensions under d such arrangements have
SEP 15 1997 PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Buy	Nothing herein shall be constructed from making at its than herein prescribed, should provided like free extensions ander similar conditions.	expense greater extensions its judgment so dictate,
SECRETARY OF THE COMMISSION	Upon complaint to and investig	ation by the Commission,

For All Areas Served

Community, Town or City

DATE OF ISSUE August 29, 1997

ISSUED BY Name of Officer

DATE EFFECTIVE September 15, 1997

TITLE PRESIDENT & C.E.O.

that such extension is reasonable.

the Cooperative may be required to construct extensions greater than 1,000 feet upon a finding by the Commission

For All Are			
Community,	Town	or C	ity
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1 <sup>st</sup> Revision	SHEET	NO.	16
CANCELLING	P.S.C.	NO.	
Original	CHEEN	NO	16

#### RULES AND REGULATIONS

#### 15 DISTRIBUTION LINE EXTENSIONS TO MOBILE HOMES

- (a) All extensions of up to 150 feet from the nearest facility shall be made without charge.
- (b) Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the consumer shall pay the Cooperative a "consumer" advance for construction" of fifty dollars (\$50) in addition to any other charges required by the Cooperative for all consumers. This advance shall be refunded at the end of one (1) year if the service to the mobile home continues for that length of time.
- (c) For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, the Cooperative may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus fifty dollars (\$50).
- (d) This advance shall be refunded to the consumer over a four(4) year period in equal amounts for each year the service is continued.
- (e) If the service is discontinued for a period of sixty 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.
- (f) No refunds shall be made to any consumer who did not make the advance originally.
- (g) For extensions beyond 1,000 feet from the nearest facility, the extension policies are the same as normal distribution line extensions.
- (h) When homeowner installs a permanent masonry foundation, an approved septic system and water supply, and the wheels, axles, and tongue have been removed, service will be considered a permanent service and a normal line extension.

	BY		
DATE OF ISSUE November 11, 2002	DATE EFFECTIVE November 11, 2002		
ISSUED BY Mullburger	TITLE PRESIDENT & C.E.O.		
Name of Officer			

For All Areas Served Community, Town or City
P.S.C. No
Original SHEET NO. 17
CANCELLING P.S.C. NO
Revision 3 SHEET NO. 17

#### RULES AND REGULATIONS

- 16 <u>DISTRIBUTION LINE EXTENSION TO STRUCTURES AND/OR FACILITIES OTHER THAN</u> RESIDENCES (HOUSES OR MOBILE HOMES)
  - I. The cooperative will extend service to structures and facilities other than residences under the following conditions:
    - a. Adequate right of way easement to construct extension will be made available to the cooperative.
    - b. All fees including the membership fee to be paid at the time of application for service.

      MAR 3 2008
    - c. Extensions of up to 150 feet from the nearest facility shall be made without additional charge for line construction.
    - d. Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the consumer shall pay the utility a "consumer advance for construction" of fifty (\$50) dollars in addition to any other charges required by the utility. This advance shall be refunded at the end of one (1) year is the service to the facility continues for that length of time.
    - e. For extensions greater than 300 feet and less than 1000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus fifty (\$50) dollars.
- PUELIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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

SEP 15 1997 2.

If the service is discontinued for a period of sixty (60) days, or should the facility 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.

PURSUANT TO 807 KAR 5:011, SEICTION 19 (1) BY: SHOWN BULL

SECRETARY OF THE COMMISSION

DATE OF ISSUE August 29, 1997

DATE EFFECTIVE September 15, 1997

ISSUED BY MUTCHER

TITLE PRESIDENT & C.E.O.

Name of Office:

For All Areas Served
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P.S.C. No.
Original SHEET NO. 18
CANCELLING P.S.C. NO
Revision 3 SHEET NO. 18

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### RULES AND REGULATIONS

- 16 DISTRIBUTION LINE EXTENSION TO STRUCTURES AND/OR FACILITIES OTHER THAN RESIDENCES (HOUSES OR MOBILE HOMES)
  - 3. No refunds shall be made to any consumer who did not make the advance originally.
  - 4. Structures must be wired and pass electrical inspection prior to construction of the extension.
  - II. Extensions made under item e shall be made on an "Estimated Aver age Cost" per foot of line. This cost may be revised and updated at six month intervals.
  - III. For line extensions beyond 1000 feet from the nearest facility, the extension policies are the same as normal distribution line extensions.
    - IV. The cooperative retains full ownership of all extensions and electrical facilities installed by the cooperative.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION

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ISSUED BY	Mushlause	TITLE	PRESIDENT & C.E.O.
	Name of Officer		

For All Areas Served
Community, Town or City
P.S.C. No.

SEP 15 1997

Original SHEET NO. 19

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CANCELLING P.S.C. NO.\_\_

Clark Energy Cooperative Inc.
Name of Issuing Corporation

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

Revision 3 SHEET NO. 19

By Stephand Buy

RULES AND REGULATIONS

#### 17 ELECTRIC UNDERGROUND EXTENSIONS

#### A. Purpose of Policy

The purpose of this policy is to formulate Clark Energy's requirements for underground electrical service, the application of which will insure adequate service and safety to all persons engaged in the construction, maintenance, operation or use of underground facilities and to the public in general.

#### B. Applicability

This policy shall apply to all underground electrical supply facilities used in connection with electric service distribution in new residential subdivisions after the effective date of this policy.

#### C. Definitions

The following words and terms, when used in this policy shall have the meaning indicated:

<u>Applicant</u> the developer, builder or other person, partnership, association, corporation or governmental agency applying for the installation of an underground electric distribution system.

<u>Building</u> - 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.

Multiple-Occupancy Building 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 dwelling units.

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

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Name of Officer	

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CANCELLING P.S.C. NO
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#### RULES AND REGULATIONS

#### 17 ELECTRIC UNDERGROUND EXTENSIONS (CONTINUED)

Subdivision - the tract of land which is divided into ten (10) or more lots for the construction of new residential buildings, or the land on which is constructed two (2) or more new multiple occupancy buildings.

Trenching and Backfilling opening and preparing the ditch for the installation of conductors including placing of raceways under roadways, driveways, or paved areas; providing a sand bed ding below and above conductors when required; and backfill of trench to ground level.

- Rights of Way and Easements
  - The cooperative shall construct, own, operate, and maintain distribution lines only along easements, public streets, roads, and highways which are by legal right accessible to the utility's equipment and which the utility has the legal right to occupy, and on the public lands and private property across which rights of way and easements satisfactory to the cooperative are provided without cost or condemnation by the cooperative.
- Rights of way and easements suitable to the cooperative for the underground distribution facilities must be furnished by the Applicant in reasonable time to meet service require-The Applicant shall make the area in which the under ground distribution facilities are to be located accessible to the Cooperative's equipment, remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximation of final grade, and maintain clearing and grading during construction PURSUANT TO 807 KAR 5:011 by the cooperative. Suitable land rights shall be granted to the cooperative obligating the Applicant and subsequent property owners to provide continuing access to the utility for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the utility's easement or substantial changes in grade or elevation thereof.

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SEP 15 1997

SECTION 9 (1) BY Stephan()

SECRETARY OF THE COMMISSION

DATE OF ISSUE ISSUED BY

Name of

DATE EFFECTIVE September 15, 1997

PRESIDENT & C.E.O.

For All Areas Served
Community, Town or City
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Revision 3 SHEET NO. 21

#### RULES AND REGULATIONS

#### ELECTRIC UNDERGROUND EXTENSIONS (CONTINUED) 17

- Installation of Underground Distribution System Within New Subdivisions
  - 1. Where appropriate contractual arrangements have been made, the cooperative shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgment, will assure that the property owners will receive safe and adequate electric service for the foreseeable future.
  - All single phase conductors installed by the Atility shall 2. be underground. Appurtenances such as transformers, pedestal mounted terminals, switching equipment and meter cabinets may be placed above ground.
  - Multi phase primary mains or feeders required within a sub 3. division 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 either of which case the differential cost of under ground shall be borne by the Applicant.

If the Applicant has complied with the requirements herein and has given the cooperative not less than 120 days' written notice prior to the anticipated date of completion PUBLIC SERVICE COMMISSION (i.e., ready for occupancy) of the first building in the subdivision, the cooperative shall complete the installation 30 days prior to the estimated completion date. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of the cooperative.) However, PURSUANT TO 80.7 KAR 5.011 nothing in this policy shall be interpreted to require the cooperative to extend service to portions of the SECRETARY OF THE COMMISSION Subdivisions not under active development.

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SEP 15 1997

BY: Stephano Bees

DATE OF ISSUE August 29, 1997

Name of Officer

DATE EFFECTIVE September 15, 1997

ISSUED BY

TITLE

PRESIDENT & C.E.O.

SEP 15 1997

For All Areas Served
Community, Town or City

P.S.C. No.\_

Original SHEET NO. 22

Clark Energy Cooperative Inc.
Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) CANCELLING P.S.C. NO.\_\_\_\_

BY: Stephano Buy SECRETARY OF THE COMMISSION

Revision 3 SHEET NO. 22

#### RULES AND REGULATIONS

## 17 ELECTRIC UNDERGROUND EXTENSIONS (CONTINUED)

- A non refundable payment shall be made by the Applicant equal to 5. the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment to be made by Applicant shall be determined from the total footage of single phase primary, secondary, and service conductor to be installed at an average per foot cost differential in accordance with the Average Cost Differential filed herewith as Exhibit A, which Average Cost Differential shall be updated annually as required by order dated February 2, 1973 of the Public Service Commission of Kentucky in Administrative Case No. 146. (Three (3) wire secondary and service conductor runs shall be considered as one conductor, i.e. triplex.) The average cost differential per foot, as stated, is representative of construction is 3soll free of rock, shale, or other impairments which increase cost of construction. Where rock, shale, or other impairments are anticipated or encountered in construction the actual increased cost of trenching and backfilling shall be borne by the Applicant.
- 6. 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 5, above, shall be refunded to the Applicant over a ten (10) year period as provided in Public Service Commission rule Elec-1-X-3.
- 7. 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.
- 8. 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.

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For All Areas Served
Community, Town or City
P.S.C. No.

SEP 15 1997

Original SHEET NO. 23

Clark Energy Cooperative Inc.
Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) CANCELLING P.S.C. NO.\_\_\_

BY: Stephan By

Revision 3 SHEET NO. 23

#### RULES AND REGULATIONS

#### 17 ELECTRIC UNDERGROUND EXTENSIONS (CONTINUED)

- 9. Plans for the location of all facilities to be installed be approved by the cooperative and the Applicant prior to construction. Alterations in plans by the Applicant which require additional cost of installation or consideration shall be at the sole expense of the Applicant.
- 10. The cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.
- 11. The charges specified in these rules are based on the premise 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.
- 12. All electrical facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code, Clark Energy Specifications, or other rules and regulations which may be applicable.
- 13. Service pedestals and method of installation shall be approved by Clark Energy prior to installation.
- 14. In unusual circumstances, when the application of these rules appears impracticable or unjust to either party, or discriminatory to other customers, the cooperative of Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

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Original SHEET NO. 24

Clark Energy Cooperative Inc.

Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) CANCELLING P.S.C. NO.\_\_\_

BY: Stephan Bug

Revision 3 SHEET NO. 24

SECHETARY OF THE COMMISSION

#### RULES AND REGULATIONS

#### 17 ELECTRIC UNDERGROUND EXTENSIONS (CONTINUED)

# REVISED EXHIBIT A May 31, 1990

# AVERAGE PRIMARY UNDERGROUND COST DIFFERENTIAL

Average cost of underground per foot\$13.63
Average cost of overhead per foot\$ 4.39
Average differential cost per foot\$ 9.24
An additional \$13.00 per linear foot of trenching shall be charged where extremely rocky conditions are encountered requiring special excavation or cutting equipment.  MAR 3 2008
The average differential cost per foot shall be reduced \$7.04 per foot to \$2.20 per foot should the consumer provide all trenching and backfill services.
The average cost differential per foot is not inclusive of the cost differential of padmounted equipment or other special equipment items.
AVERAGE SECONDARY UNDERGROUND COST DIFFERENTIAL  Average cost of underground per foot\$ 6.27
Average cost of overhead per foot\$ 4.39
Average differential cost per foot\$ 1.88
Consumer provides trenching, conduit, assembly within trench and backfill.

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Name of Officer

For All Areas Served
Community, Town or City
P.S.C. No.

SEP 15 1997

Original SHEET NO. 25

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CANCELLING P.S.C. NO.

Clark Energy Cooperative Inc.
Name of Issuing Corporation

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

Revision 3 SHEET NO. 25

BY: Stephan Buy

SECRETARY OF THE COMMISSION RULES AND REGULATIONS

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#### 18 DISCONTINUANCE AND REFUSAL OF SERVICE

The cooperative may refuse or terminate service to an applicant or member, after proper notice for failure to comply with the cooperative tariffed rules and regulations; Commission regulations; outstanding indebtedness; noncompliance with state, local or other codes; refusal to permit access; or failure to pay bills. If disconnect is for failure to comply with cooperative's tariffed rules and regulations; Commission regulations; noncompliance with state, local or other codes; or refusal to provide access, the member shall be given 10 days' notice advance termination notice that complies with 807 KAR 5:006, Section 13 (5). If disconnect is for failure to pay bill, the member shall be given ten (10) days' written notice and cutoff shall be effected not less than twenty seven (27) days after the mailing date of the original unpaid bill.

If a dangerous condition is found to exist on the member's premises, which could subject any person to imminent harm or result in substantial damage to the property of the cooperative or others, service shall be refused or terminated without advance notice. The cooperative shall notify the member immediately in writing and, if possible, orally of the reasons for the termination. Such notice shall include the corrective action to be taken by the member or cooperative before service can be restored.

The cooperative may terminate service to a member without advance notice if the cooperative has evidence that a member has obtained unauthorized service by illegal use or theft. The consumer will be notified within 24 hours after such termination in accordance with 807 KAR 5:006, Section 14(1)(3)(g).

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ISSUED BY	Jull and	TITLE P	RESIDENT & C.E.O.

For All Areas Served
Community, Town or City
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Original SHEET NO. 26
CANCELLING P.S.C. NO
Revision 3 SHEET NO 26

#### RULES AND REGULATIONS

#### 18 DISCONTINUANCE AND REFUSAL OF SERVICE (CONTINUED)

The termination notice requirements of this subsection, pursuant to KAR 5:006, Section 14(2)(c), shall not apply to a particular residential member when prior to discontinuance of service that person presents to the cooperative a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office(s) to contact for such possible aid.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Buy SECRETARY OF THE COMMISSION

DATE OF ISSUE	August 29, 1997	DATE EFFECTIVE	September 15, 1997
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#### RULES AND REGULATIONS

#### 19 RECONNECTION

The Cooperative in all cases of refusal or discontinuance of service as herein defined where the cause for refusal or discontinuance of service has been corrected and <u>tariffed</u> rules and regulations of the Cooperative and the Commission have been complied with, the Cooperative shall reconnect existing service within 24 hours and shall install and connect new service within 72 hours.

When advance notice is required, such notice may be given by the Cooperative by mailing by United States mail, postage prepaid, to the last know address of the applicant or member.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 1 5 1997

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

BY: Stephano Buy

SECRETARY OF THE COMMISSION

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ISSUED BY Warme of Officer	TITLE PRESIDENT & C.E.O.

For All Areas Served
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P.S.C. No.
Original SHEET NO. 28
CANCELLING P.S.C. NO.
Revision 3 SHEET NO. 28

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### RULES AND REGULATIONS

## 20 METER TESTS

The Cooperative will, at its own expense, make periodical tests and inspections of all its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Public Service Commission. The Cooperative will make additional tests of the meter at the request of the member provided a fee of \$30.00 is paid in advance. In case the test made at the member's request shows that the meter is accurate within two percent (2%), fast or slow, no adjustment will be made in the member's bill, and the fee paid will be forfeited to cover the cost of testing. In case the test shows the meter is in excess of two percent (2%), fast or slow, an adjustment will be made in the member's bill in accordance with the Public Service Commission's Rules and Regulations.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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SECTION 9 (1)
BY: Stephan Buy
SECRETARY OF THE COMMISSION

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For All Areas Served
Community, Town or City
P.S.C. No
Original SHEET NO. 29
CANCELLING P.S.C. NO
Pavision 3 SHEET NO 20

## RULES AND REGULATIONS

#### 21 FAILURE OF METER

In the event the meter should fail to register, the member shall be billed for the period starting at the date of failure. If the date of meter failure cannot be determined with reasonable precision, information such as last meter test and historic usage pattern for the member will be used to determine period of underbilling and to adjust the member's account. If that data is not available, then average usage of similar member loads will be used in calculating time period and adjustment. If the consumer and the Cooperative are unable to agree on an estimate of the time period during which the error existed, the Commission shall determine the issue. The Cooperative will not require member repayment of underbilling to be made over a period shorter than a period coextensive with the underbilling.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan Buy
SECRETARY OF THE COMMISSION

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	Name of Officer		

For All Areas Served
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P.S.C. No.
Original SHEET NO. 30
CANCELLING P.S.C. NO.
Revision 3 SHEET NO. 30

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### RULES AND REGULATIONS

#### 22 CONSUMER EQUIPMENT

Point of delivery. The point of delivery is the point as designated by the Cooperative on member's premises where current is to be delivered to building or premises; namely, the point of attachment. A member requesting a delivery point different from the one designated by the Cooperative will be required to pay the additional cost of providing the service at such delivery point. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the member.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan Buy
SECRETARY OF THE COMMISSION

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DATE EFFECTIVE September 15, 1997

ISSUED BY

Name of Officer

PRESIDENT & C.E.O.

For All Areas Served	
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#### RULES AND REGULATIONS

## 23 MEMBER OR CONSUMER'S WIRING STANDARDS

All wiring of member or consumer must conform to Cooperative requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Code. The Cooperative, however, assumes no responsibility in respect to the type, standard of construction, protective equipment or the condition of the member's property, and will not be liable for any loss or injury to persons or property occurring on the premises or property of the member. The member will have complete responsibility for all construction, operation, and maintenance beyond the meter.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

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For All Areas Served Community, Town or City
P.S.C. No.
Original SHEET NO. 32
CANCELLING P.S.C. NO
Revision 3 SHEET NO. 32

#### RULES AND REGULATIONS

## 24 INSPECTION

The cooperative shall inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the National Electrical Code or other governing bodies, but such inspection or rejection shall not render the Cooperative liable or responsible for any loss or dam age resulting from defects in the installation, wiring, or appliances, or from violation of the Cooperative's rules or from accidents which may occur upon member's premises.



PUBILIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

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

BY: Stoken Buy

SECRETARY OF THE COMMISSION

DATE OF ISSUE	August 29, 1997	DATE EFFE	CTIVE September 15, 1997
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Original	SHEET	<b>NO.</b> 33
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Revision 3 SHEET NO. 33

#### RULES AND REGULATIONS

## 25 BILLING

The Cooperative will mail through the United States Postal Service a statement to each member for electrical service each month for service rendered the previous month. All charges are net and payable within (10) days from the date of the statement. Failure to receive a statement will not release the member from payment obligations.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan Bug
SECRETARY OF THE COMMISSION

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ISSUED BY	TITLE PRESIDENT & C.E.O.

For All Areas Served
Community, Town or City
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CANCELLING P.S.C. NO
Revision 3 SHEET NO 34

#### RULES AND REGULATIONS

## 26 FIELD COLLECTION CHARGE

A charge of twenty five dollars and fifty cents (\$25.50) will be assessed when a cooperative representative makes a trip to the premises of a consumer for the purpose of terminating service. The charge may be assessed if the cooperative representative actually terminates service or if, in the course of the trip, the consumer pays the delinquent bill to avoid termination. The charge may also be made if the cooperative representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date. The cooperative may make a field collection charge only once in any billing period.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED BY Name of Officer	TITLE PRESIDENT & C.E.O.

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CAN	CELLING	P.S.C.	NO	
Re	vision	3 <b>SHEET</b>	NO.	35

## RULES AND REGULATIONS

#### 27 RECONNECTION CHARGE FOR DISCONNECTION OF SERVICE

If service is disconnected for non-payment of bills or violation of the utility's rules or commission regulations, a charge of thirty eight dollars (\$38.00) will be made for reconnecting service due and payable at time of such reconnection. If the consumer requests reconnection after regular working hours, the charge will be forty eight dollars (\$48.00).



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Bus SECRETARY OF THE COMMISSION

DATE OF ISSUE_	August 29, 1997	DATE EFFECTIVE September 15, 1997	
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE For All Areas Served
Community, Town or City
P.S.C. No.

SEP 15 1997

Original SHEET NO. 36

Clark Energy Cooperative Inc.

Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) CANCELLING P.S.C. NO.\_\_\_

BY: Stephany Buy

Revision 3 SHEET NO. 36

#### RULES AND REGULATIONS

## 28 DEPOSITS

The Cooperative may require a minimum cash deposit or guaranty to secure payment of bills, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the deposit. The required deposit is to accumulate interest, as prescribed by KRS 278.460, at 6% per annum and will be refunded or credited to the customer's bill on an annual basis by the Cooperative, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit.

The deposit may be waived upon a member's showing of satisfactory credit or payment history, and required deposits will be returned after eighteen (18) months if the member has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The Cooperative 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 owning will be credited to the final bill with any remainder refunded to the member.

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Previous payment history with the Cooperative. If the member has no previous history with the Cooperative, statements from other utilities, banks, etc. may be presented by the member as evidence of good credit.

DATE OF ISSUE	August, 29, 1997	DATE EFFECTIVE	September 15, 1997
ISSUED BY	( suff laver	TITLE	PRESIDENT & C.E.O.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

For All Areas Served Community, Town or City

P.S.C. No.

SEP 15 1997

SHEET NO. 37 Original

Clark Energy Cooperative Inc. Name of Issuing Corporation

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

CANCELLING P.S.C. NO.

BY: Stephand Bul

Revision 3 SHEET NO. 37

#### RULES AND REGULATIONS

## 28 DEPOSITS (CONTINUED)

- 2. Whether the member has an established income or line of credit.
- 3. Length of time the member has resided or been located in the area.
- 4. Whether the member owns property in the area.
- 5. Whether the member has filed bankruptcy proceedings within the last seven years.
- 6. Whether another member with a good payment history willing to sign as a quarantor for an amount equal to the required deposit.

If a deposit is held longer than eighteen (18) months, the member will be notified in writing by a general mailer or bill stuffer that the member may request in writing that the deposit be recalculated on member's actual usage. If the deposit differs by more than ten dollars (\$10.00), the Cooperative may collect any underpayment and shall refund any overpayment by check or credit to the member's bill. No refund will be made if the bill is delinquent at the time of the recalculation.

All members' deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12 month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly or 3/12 where bills are rendered bimonthly.

DATE OF ISSUE August 29, 1997	DATE EFFECTIVE September 15, 1997
ISSUED BY Name of Officer	TITLE PRESIDENT & C.E.O.

For	All	Area	as S	erve	ed	
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## RULES AND REGULATIONS

## 29 RETURN CHECK CHARGE

The cooperative will apply to a member's account a charge of thirteen dollars (\$13.00) for each member's check returned to the cooperative.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSLIANT TO 807 KAR 5:011, SECTION 9 (1) BY: Styphan() Buy SECRETARY OF THE COMMISSION

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ISSUED BY Name of Officer	TITLE PRESIDENT & C.E.O.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

For All Areas Served Community, Town or City

P.S.C. No.

SEP 15 1997

Original SHEET NO. 39

Clark Energy Cooperative Inc. Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: Stephan() Bu SECRETARY OF THE COMMISSION

Revision 3 SHEET NO. 39

CANCELLING P.S.C. NO.

RULES AND REGULATIONS

#### 30 MONITORING OF CUSTOMER USAGE

At least once annually the Cooperative will monitor the usage of each customer according to the following procedures:

- The member's annual usage for the most recent 12 month period will be 1. compared with the annual usage for the 12 months immediately preceding that period.
- 2. If the annual usage for the two periods is substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all members, no further review will be done.
- If the annual review indicates KWH usage to be 200% higher on 50% 3. lower and it cannot be attributed to a readily identified cause, the Cooperative will compare the member's monthly usage for the same months of the preceding year.
- If the cause for the usage deviation cannot be determined from an 4. 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 any changes such as number of household members or work staff, additional or different appliances, or changes in business operations.
- Where the deviation cannot be otherwise explained, the Cooperative will test the member's meter to determine whether it shows average error greater than 2 percent fast or slow.
- The cooperative will notify the customers of the investigation, its 6. findings, and any refunds or backbilling in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on going meter reading or billing processes or member inquiry. Any accounts that are determined to have unusually high usage or unusually low usage will be processed in accordance with 808 KAR 5:006, Section 10(4) and (5).

DATE OF ISSUE August 29, 1997	DATE EFFECTIVE September 15,	1997
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

For All Areas Served Community, Town or City P.S.C. No.

SEP 15 1997

Original SHEET NO. 40

Clark Energy Cooperative Inc. PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

CANCELLING P.S.C. NO.

Name of Issuing Corporation

BY Stephand SECRETARY OF THE COMMISSION

Revision 3 SHEET NO. 40

#### RULES AND REGULATIONS

## 31 LEVELIZED BILLING PAYMENT PLAN

To establish a procedure to equalize a member's bill based on the OBJECTIVE: latest twelve (12) months usage without accumulating a large credit or debit balance on the account.

- AVAILABILITY: Available to all Clark Energy Cooperative residential members A. who have received service at their present location for one year.
- TERMS OF POLICY: В.
  - Any member may be set up on levelized billing at any time of the 1. year if the account is paid up to date.
  - The levelized billing plan may be cancelled by the member at any time. 2.
  - The member agrees to pay the levelized amount specified including 3. security light amount, if applicable, within ten days from the billing date each month.
- How the Levelized Billing Payment Plan is determined: C.
  - The member's bill is levelized by averaging energy charges on twelve 1. (12) months of usage history.
  - 2. Add other charges and credits as appropriate.
  - Actual monthly charges are calculated based on the meter reading. 3.
  - 4. The difference in actual and average charges is called the "deferred balance." There are two (2) deferred balances:
    - The current deferred balance which is the difference in the actual and the average charges for the most recent bill.
    - b. The prior deferred balance which is the accumulated difference in the actual and average charges for the prior bills.

DATE OF ISSUE August 29, 1997	DATE EFFECTIVE September 15, 1997
ISSUED BY	TITLE PRESIDENT & C.E.O.
Name of Officer	

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3	3.	SERVICE CU	JRTAILMENT P	ROCEDURE GU	JIDE				
		INTENT:	personnel However, i variables accounted in actual	when mandat t must be u involved wi for in any procedures	t to serve as ory energy cunderstood that the such actio document of the must be affor ned in this description.	rtailment t the inf n can nev his natur ded Clar	become inite ver be re; thu	nes nece number complet	essary. of cely kibility
Α.	Det 1.				ailment Necess shortage from	_	upplie	MAR 3	3 2008
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В.	Det	erminatio	n of Person	nel:		F	URSUANT	TO 807 KA	R 5:011,
	1.	Determin	ne type of p	ersonnel ne	eded.	RV	SE Steph	CTION 9 (1)	4 A
	2.	Determin	ne number of	personnel	needed.		-	OF THE COMM	MISSION
C.	Exe	cution:							
	1.		ergency load erruptable 1		nt procedures	with cus	tomers	that	
	2.	Seek vol	untary curta	ailment with	n other commen	ccial cus	tomers		
	3.	Direct m	edia appeal	to all cust	tomer classes.				
D.	4.	but are local go communic public	not limited vernment off ations facil	to, police fices, emer lities, and	pads. Essenti , fire, primar gency warning other facilit	ry health systems,	care schoo	service	s,
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For All Areas Served

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

SEP 15 1997

SECTION 9 (1)

Community,	Town	or	City
P.S.C. No.			

For All Areas Served

Original SHEET NO. 42

CANCELLING P.S.C. NO.

Revision 3 SHEET NO. 42

PURSUANT TO 807 KAR 5:011, Clark Energy Cooperative Inc. Name of Issuing Corporation

Stephano SECRETARY OF THE COMMISSION

## RULES AND REGULATIONS

#### 34. SERVICE RESTORATION PROCEDURE GUIDE

INTENT:

This document is meant to serve as a guide in restoration of electric service due to damage which might be incurred during severe weather; such as, high winds, tornadoes, or other acts of nature and the unpredictable negative acts of man. However, it must be understood that the infinite number of variables involved in natural and man-made disasters can never be completely accounted for in any document of this nature; thus, flexibility in actual procedures must be afforded Clark personnel as they go about the tasks outlined in this document.

#### DETERMINATIONS OF THE LEVEL OF INVOLVEMENT: A.

- Determine the number and location of consumers that are affected by the outage.
- Determine the number and location of circuits involved
- Determine the level of priority for the affected circuits.
  - Dangerous or potentially life-threatening situations.
  - b. Hospital and health care facilities and other emergency operations.
  - c. Members with health priorities.
  - d. Main distribution lines.
  - e. Isolated outages at homes or businesses.
  - f. Other facilities; such as, barns, silos, etc.

#### B. DETERMINATION OF WORK CREWS:

Determining the level of involvement will indicate the work force required to restore electrical service in a safe and timely manner. This plan breaks down the levels of response into five groups, however, due to the many variables on an emergency situation, management will exercise appropriate flexibility in the assignment of and makeup of crews.

DATE OF ISSUE August 29, 1997	DATE EFFECTIVE September 15, 1997
ISSUED BY June June	TITLE PRESIDENT & C.E.O.
Name of Officer	

## PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

For	ALL	Area	as Se	rve	d
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SEP 15 1997

Original SHEET NO. 43

Clark Energy Cooperative Inc.
Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) CANCELLING P.S.C. NO.\_\_\_\_

BY: Stephan Buy

Revision 3 SHEET NO. 43

#### RULES AND REGULATIONS

- Level 1 Normal service restoration crew or crew made up of the standby personnel that are dispatched to repair service
- Level 2 Includes Level 1 plus the additional off-duty personnel to direct or assist in the restoration of service
- Level 3 Includes Level 2 with the addition of support personnel; such as, but not limited to, engineering, warehouse, vehicle maintenance, office staff, etc.
- Level 4 Includes Level 3 with the assistance of contracted power line construction personnel
- Level 5 Includes Level 4 with a request for assistance through the activation of the statewide emergency work plan.

#### C. SERVICE RESTORATION PROCEDURE:

Upon notification of service interruption or report of a hazardous condition to the 24-hour dispatch center, a service interruption report will be completed and repair personnel will be informed of the outage or hazardous condition's location. Upon arrival at the source of the service interruption, the service crew will determine the safest and most efficient manner in which to restore service.

If additional personnel or equipment is needed, the crew shall report back to the dispatcher or the Operations Superintendent who shall determine the level of response to initiate. In all cases, communications will take place before restoration or energizing of lines occurs.

#### D. EXTRAORDINARY OUTAGE CONDITIONS.

Upon receiving indications of more service outages than available manpower will allow, a timely response to determine the degree of hazard or
work required for repairs will be made by dispatching qualified personnel
to survey outage conditions. The survey personnel will evaluate the
extent of the damage and report to the Operations Superintendent their
estimates of manpower and equipment requirements, estimated repairs, and
any safety recommendations.

DATE OF ISSUE August 29, 1997	DATE EFFECTIVE September 15, 199
ISSUED BY Marro of Officer	TITLE PRESIDENT & C.E.O.

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#### RULES AND REGULATIONS

All extraordinary outage conditions will be reported to the Kentucky Public Service Commission in accordance with appropriate requirements by the President and Chief Executive Officer.

#### E. RECORDS:

Outage and repair records will be maintained at all times.



PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 15 1997

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Buy SECRETARY OF THE COMMISSION

DATE OF ISSUE August 29, 1	1997 <b>DATE EFFECTIV</b>	E September 15, 1997
ISSUED BY	AUGU TITLE	PRESIDENT & C.E.O.
Name of Oi		

Form for filing Rate Schedules	For Territory Served Community, Town or City P.S.C. No.
	Original SHEET NO. 45
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO
	Original SHEET NO. 1
CLASSIFICAT	ON OF SERVICE
Cogeneration and Small Power Pr	oduction Rate Schedule
NUATI ADTI TOV	

## AVAILABILITY

Available only to qualified cogenerators and small power producers with a rated capacity of 100 KW or less which have executed a contract for the sale of power to Clark Energy.

## RATE SCHEDULE

Capacity - \$0.00 1.

2. Energy

Case No.

A base payment per kWh of energy as listed below for the appropriate calendar years:

	50-100 MW	0-50 MW	Year
PUBLIC SERVICE COMMISSION	1.421¢	1.463¢	1982
OF KENTUCKY	1.499¢	1.535¢	1983
EFFECTIVE	1.659¢	1.686¢	1984
0.000	1.596¢	1.625¢	1985
SEP 15 1997	1.711¢	1.732¢	1986
	1.870¢	1.897¢	1987
DUDCHANT TO COM			

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephano SECRETARY OF THE COMMISSION

DATE OF ISSUE August 29, 1997	DATE EFFECTIVE September 15, 1997
ISSUED BY Matheman	TITLE President & CEO
Name of Officer	
Issued by authority of an Order o	f the Public Service Commission in

dated

Form for filing Rate Schedule	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE SEP 1 5 1997	For Territory Served Community, Town or City P.S.C. No. Original SHEET NO.46
Clark Energy Cooperative Inc. Name of Issuing Corporation	PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION	Original Sheet NO. 2
	CLASSIFICATION OF SEP	VICE
TERMS AND CONDITIONS		
1. All payments due the sell twentieth day of the mont is due unless other arran	th following the mont	h for which payment
<ol><li>All power from qualifying Cooperative.</li></ol>	facilities will be	sold to Clark Energy
<ol> <li>Seller shall provide good reasonable range of volta currents, and power facto</li> </ol>	ge, frequency, flick	
4. Seller shall provide reas Cooperative system and Ea but not limited to, the f	st Kentucky Power Sy	31
<ul><li>a. Synchronization</li><li>b. Phase and Ground Fault</li><li>c. High or Low Voltage</li><li>d. High or Low Frequency</li></ul>	ES	
5. Seller shall provide lock all times by Clark Energy		
<ol> <li>Seller shall design, cons maintain the qualifying f applicable codes, laws, r practice.</li> </ol>	acility in accordance	e with all
7. Seller's plans must be approximately Kentucky Power Cooperative		Jy and East
DATE OF ISSUE August 29, 199 ISSUED BY Name of Officer Issued by authority of an Ord	TITL	

Case No. dated .

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Form	for	filing	Rate	Schedules

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

For	Te	rrito	ry Sei	cve	<u></u>
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P.S	C.	No			

SEP 15 1997

Original SHEET NO. 47

Clark Energy Cooperative Inc.
Name of Issuing Corporation

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) CANCELLING P.S.C.NO.\_\_\_\_

BY: Stephand Buy
SECRETARY OF THE COMMISSION

Original SHEET NO. 3

#### CLASSIFICATION OF SERVICE

- 8. Seller shall maintain operations and maintenance records including start-up and down time.
- 9. Seller shall reimburse Clark Energy for any additional costs as a result of interconnecting with the seller including operation, maintenance, administration, and billing expenses.
- 10. Seller shall allow 24 hour access to all metering equipment for Clark Energy and East Kentucky Power personnel.
- 11. Seller shall contract with member cooperative for stand-by power to meet seller's power needs when seller's generation is down.
- 12. Seller shall provide space for the interconnection facility at no Cost to Clark Energy or East Kentucky Power Cooperative.
- 13. Seller agrees to indemnify and hold harmless Clark Energy, East Kentucky Power Cooperative, their directors, officers, employees or agents from all actions except as may be solely caused by them.
- 14. Seller shall obtain insurance in at least the following amounts for each occurrence:
  - a. Public Liability for Bodily Injury 1,000,000
  - b. Property Damage \$500,000
- 15. Seller shall have sole responsibility for the safety and electrical protection of seller's facilities.
- 16. Initial contract term shall be for a minimum of two years. Contract may be terminated by Clark Energy for a material breach by seller of its obligation under contract upon 30 days notice.

DATE OF ISSUE	August 29, 1997	DATE EFFE	CTIVE	Sept.	15,	1997
ISSUED BY	Name of Officer	TITLE	Pre	esident	& C	ЕО

Issued	by	authority	of	an	Order	of	the	Public	Service	Commission	in
Case No	ο.			(	dated						

For All Areas Served Community, Town or City P.S.C. No.

6th Revision SHEET No. 48

CANCELLING P.S.C.NO.

5th Revision SHEET No. 48

Clark Energy Cooperative Inc. Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

## Schedule R: Residential

#### AVAILABILITY

Available to all residential consumers subject to established rules and regulations of the Distributor.

## CHARACTER OF SERVICE

Single phase, 60 Hertz, at available secondary voltages.

## DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

## RATES

\$5.48

Customer Charge

\$0.07588

per KwH for all energy

#### MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be \$5.48.

#### FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

DATE OF ISSUE August 6,2007 ISSUED BY Name of Officer

Issued by authority of an Order of the Public Se----Case No. 2006-00513 dated July

PUBLIC SERVICE COMMISSION DATE EFFECTOFVENTURCES 1, 2007

P\$68200Ent & CEO

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

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For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET NO. 49
CANCELLING P.S.C.NO.

5<sup>th</sup> Revision SHEET NO. 49

Clark Energy Cooperative Inc.
Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

#### TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

## LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply only to the net bill, exclusive of special charges, tax and other assessments.

PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 6, 2007,

DATE EFFECTIVE CELEVICEST 1, 200

ISSUED BY author

Name of Officer

8/1/2007 TITLE <u>PURSUARI 年 5 i 8 i 年 本</u>本本 R 65:6 语〇

SECTION 9 (1)

Issued by authority of an Order of the Public Ser Case No. 2006-00513 dated July By

Form	for	filing	Rate	Schedules

For All Areas Served
Community, Town or City P.S.C. No.
6th Revision SHEET NO. 50
CANCELLING P.S.C.NO
5th Revision SHEET NO. 50

CANCELLED AND RESERVED FOR FUTURE USE



DATE OF ISSUE November 26, 2007

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Name of Officer

PUBLIC SERVICE COMMISSION

DATE EFFECTIVE PERBURY 1, 2

1/1/2008

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

President & CEO

By

TITLE

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5th Revision SHEET NO. 50

Executive Director

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

## Schedule R-TOD: Residential T-0-D

## EXPERIMENTAL RESIDENTIAL SERVICE TIME OF DAY

Available for a period limited to two years, as an experimental tariff to consumers eligible for Tariff Residential Service. Tariff Residential Service T-0-D is for the purpose of conducting a time of day rate experiment designed to provide data to evaluate the cost and benefits of time of day pricing and its effect on the use of electricity by residential consumers in the cooperative's service area. Consumers who will be eligible for this tariff will be selected by the cooperative and will agree voluntarily to participate in the cooperative's residential time of day rate experiment.

This tariff is limited to the consumers selected by the cooperative and will require the installation of a special meter capable of registering the on peak and off peak Kilowatt hours.

This tariff is available for single phase service only.

MONTHLY RATE

ON PEAK Rate: Service Charge

\$ 3.20

per KwH for all energy \$ 0.07822

OFF PEAK RATE:

per KwH for all energy \$ 0.04802

The total Kilowatt hours used per month will determine the rate block for both on peak and off peak Kilowatt hour service charge.

DATE OF ISSUE Adjust 6, 2007

ISSUED BY

Name of Officer

DATE PIBLIC SERVICE COMMISSION OF KENTUCKY

EFFECTIVE President & CEO

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission in Case No. 2006-00513 dated

Form for filing Rate Schedules	For All Areas Served Community, Town or City P.S.C. No.
	6th Revision SHEET NO. 51
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO.
Name of Issuing Corporation	5th Revision SHEET NO. 51



DATE OF ISSUE November 26, 2007

ISSUED BY

Name of Officer

PUBLIC SERVICE COMMISSION OF KENTUCKY

JANUARY 1, 2008 DATE EFFECTIVE

PURSUANT TO 807 KAR 5:011

TITLE

SECTION 9 (1) President & CEO

For	All A	reas	Ser	vec	<u> </u>
Co	mmunit	у, Т	own	or	City
P.S	.C. No	•			
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6th	Revisi	on S	HEET	No	. 51

Clark Energy Cooperative Inc.
Name of Issuing Corporation

5th Revision SHEET NO. 51

CANCELLING P.S.C.NO.

#### CLASSIFICATION OF SERVICE

# TIME OF DAY PERIODS WINTER SCHEDULE

For the purpose of this tariff, the <u>on peak billing period</u> during the months of October, November, December, January, February, March, and April is defined as 7 a.m. to 12 noon and from 5 p.m. to 10 p.m., local time for all days of the week, including Saturday, Sunday, and holidays. The <u>off peak billing period</u> is defined as 10 p.m. to 7 a.m. and from 12 noon to 5 p.m., local time, for all days of the week, including Saturday, Sunday, and holidays.

## SUMMER SCHEDULE

For the purpose of this tariff, the <u>on peak billing period</u> for the months of May, June, July, August, and September is defined as 10 a.m. to 10 p.m., local time, for all days of the week, including Saturday, Sunday, and holidays. The <u>off peak billing period</u> is defined as 10 p.m. to 10 a.m., local time for all days of the week, including Saturday, Sunday, and holidays.

#### TERMS OF PAYMENT

All charges are net and payable within 10 days from the date of the bill.

#### FUEL ADJUSTMENT CHARGE

The rate may be increased of decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

DATE OF ISSUE August 6, 2007	DATEPUBLICSERS/ICELGOMMISSION 7
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ISSUED BY Jan to	TITLE FEECTIVE & CEO
Name of Officer	PURSUANT TO 807 KAR 5:011
	SECTION 9 (1)
Issued by authority of an Order of the B	Public Service Commission in
Case No. 2006-00513 dated	Jul'
	Executive Director

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Form :	for	filing	Rate	Schedules
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For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET NO. 52
CANCELLING P.S.C.NO
5th Revision SHEET NO. 52

CANCELLED AND RESERVED FOR FUTURE USE



DATE OF ISSUE November 27, 2007

ISSUED BY

Name of Officer

DATE HFFECTIVE OF Japuary 1, 2008

EFFECTIVE 1/1/2008

PURSUANT TO 807 KAR 5:011

TITLE PRESIDENT (14 CEO

For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET No. 52
CANCELLING P.S.C.NO.

5th Revision SHEET NO. 52

Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### TERMS AND CONDITIONS

This tariff is subject to the cooperative's standard terms and conditions of service.

## LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply only to the net bill, exclusive of special charges, tax and other assessments.

C 1/1/2008

		PUBLIC SERVICE COMMISSI	ION
DATE OF ISSUE August 6, 2007	DA	TE EFFECTIVE CHOLEST 1, 2	2007
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For All Areas Served Community, Town or City P.S.C. No.

6th Revision SHEET No. 53

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 53

## Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

## Schedule D: Time of-Use Marketing Service

#### AVAILABILITY

Available to all Rate "R" consumers for separately metered off peak requirements subject to the established time of use restrictions. Applicable to programs approved by the Kentucky PSC as a part of EKPC wholesale marketing rates.

## CHARACTER OF SERVICE

Single phase, 60 Hertz, at available secondary voltages.

## DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

## TIME OF DAY RESTRICTIONS

MONTH

OFF PEAK HOURS

October thru April

10:00 P.M. To 7:00 A.M., EST

12:00 Noon to 5:00 P.M., EST

May thru September

10:00 P.M. thru 10:00 A.M., EST

## RATES

\$0.04553 per KwH for all energy

DATE OF ISSUE August 6, 2007/	DATE JETTE SERVICE PERM MISSIGNO
ISSUED BY AND HELD	OF KENTUCKY FITLE PERSONNET & CEO
Name of Officer	8/1/2007
	PURSUANT TO 807 KAR 5:011
Issued by authority of an Order of the Publ	lic Service Commissed 8 m 1 in
Case No. 2006-00513 dated	July 25. 2007
	D. State of the st
	Executive Director

For All Areas Served
Community, Town or City
P.S.C. No.

6<sup>th</sup> Revision SHEET No. 54

CANCELLING P.S.C.NO.

5<sup>th</sup> Revision SHEET NO. 54

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

## FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

## TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

## LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply only to the net bill, exclusive of special charges, tax and other assessments.

DATE OF ISSUE Address 6, 2007

ISSUED BY

Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No.

2006-00513 dated July 29URSUANT TO 807 KAR 5:011

SECTION 9 (1)

By

Executive Director

For	All	Area	as	Sei	rvec	ii
Con	mun.	ity,	To	NI	or	City
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6th Revision SHEET No. 55

CANCELLING P.S.C.NO.

Clark Energy Cooperative Inc. Name of Issuing Corporation

5th Revision SHEET No. 55

#### CLASSIFICATION OF SERVICE

## Schedule T: Outdoor lighting Facilities

#### AVAILABILITY

Available for general outdoor lighting facilities.

#### RATES

Lamp Rating	Annual Rate <pre>Per Lamp</pre>	Average Annual Energy Use Per Lamp	Average Monthly Energy <u>Use Per Lamp</u>
200 Watt	\$ 72.84 per yr	800 KwH	67 Kwh
300 Watt	\$ 94.90 per yr	1,200 KwH	100 KwH
400 Watt	\$143.13 per yr	1,848 KwH	154 Kwh

#### CONDITIONS OF SERVICE

Rates applicable only to lamps and associated appurtenances. Other facilities required may be provided subject to the Distributor's established contract policies and practices.

#### TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

PUBLIC SERVICE COMMISSION DATE EFFECTIVE ENTERIORY 1, 2007 DATE OF ISSUE August 6, **EFFECTIVE** Pfespaent & CEO TITLE ISSUED BY PURSUANT TO 807 KAR 5:011 Name of Officer SECTION 9 (1) Issued by authority of an Order of the Public Se. dated 2006-00513 Case No. **Executive Director** 

For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET NO. 56
CANCELLING P.S.C.NO

5th Revision SHEET NO. 56

Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### FUEL ADJUSTMENT CHARGES

The above rate may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

DATE OF ISSUE August 6,, 200 ISSUED BY

Issued by authority of an Order of the Public Service Commission in 2006-00513 dated Case No.

President & CEO

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

**Executive Director** 

TITLE

25

Form for filing Rate Schedules

For All Areas Served
Community, Town or City
P.S.C. No.

6th Revision SHEET NO. 57

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Schedule S: Outdoor Lighting Facilities

## AVAILABILITY

Available for general outdoor lighting facilities. RATES

Average Average

Monthly Rate Annual Energy Monthly Energy
Lamp Rating Per Lamp Use Per Lamp Use Per Lamp

175 Watt

\$6.57 per Mo.

840 Kwh

70 KwH

#### CONDITIONS OF SERVICE

1. Rate applicable only to lamps and associated appurtenances. Moreover facilities required may be provided subject to the Distributor's established policies and practices.

2. The Consumer shall execute an agreement for service under this schedule for a period of not less than one year.

#### FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased by an amount per KwH equal of the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

	PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007	DATE EFFECTIVE EFFECTIVE
Name of Officer	TITLE Pressent & CEO PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Issued by authority of an Order of the Processer No. 2006-00513 dated	Executive Director

Community, Town or City
P.S.C. No.

6th Revision SHEET NO. 58

CANCELLING P.S.C.NO.

Clark Energy Cooperative Inc.
Name of Issuing Corporation

5th Revision SHEET NO. 58

#### CLASSIFICATION OF SERVICE

## LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.



	PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007	DATE EFFECTIVE KENDUKCKY, 2007
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. Name of Officer	PURSUANT TO 807 KAR 5:011
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Case No. 2006-00513 da	ated Julyby

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6<sup>th</sup> Revision SHEET NO. 59

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 59

## Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

## Schedule E: Public Facilities

#### AVAILABILITY

Available to public facilities with Kilowatt (Kw) demands less than 50 Kw subject to established rules and regulations of the Distributor. Not applicable to outdoor lighting system requirements.

## CHARACTER OF SERVICE

Single phase, 60 Hertz, at available secondary voltages.

## DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

#### RATES

\$ 5.53

Customer Charge

\$ 0.08344

All KwH

## MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be \$ 5.53.

DATE OF ISSUE August 6, Prægiobent & CEO ISSUED BY PURSUANT TO 807 KAR 5:011 SECTION 9 (1) Issued by authority of an Order of the Public Bervice Commission in 2006-00513 dated July Case No. Executive Director

Clark Energy Cooperative Inc. Name of Issuing Corporation

For All Areas Served Community, Town or City P.S.C. No.

6th Revision SHEET NO. 60

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 60

#### CLASSIFICATION OF SERVICE

#### FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

#### TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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DATE OF ISSUE August, 64,200	DATE EFFECTIVEEFFECTIVE 1, 2007
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Name of Officer	SECTION 9 (1)
Issued by authority of an Order of the Publ	ic Ser
Case No. 2006-00513 dated J	uly 25, 2007 Executive Director

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6thth Revision SHEET NO. 61

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 61

#### CLASSIFICATION OF SERVICE

#### Schedule A & B: General Power Service

#### AVAILABILITY

Available for all non-residential general power requirements with Kilowatt (Kw) demands less than 50 Kw subject to established rules and regulations of the Distributor.

#### CHARACTER OF SERVICE

Single or three phase, 60 Hertz, at available secondary voltages.

#### DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

#### RATES

Demand Charge:

No charge for the first 10 Kw of billing

demand

\$5.53 per Kw for all remaining billing demand

Energy Charges:

Schedule A Schedule B \$ 5.40 \$4.95

\$ 0.09646 \$0.07720

Customer Charge

per KwH for all Energy

DATE OF ISSUE AUGUST 6, 2007

ISSUED BY DATE EFFECTIVE SERVICE COMMISSION

OF KENTUCKY

TITLE PERSON

8/1/2007

PURSUANT TO 807 KAR 5:011

Issued by authority of an Order of the Public Service Commission

Issued by authority of an Order of the Public Case No. 2006-00513 dated July

July 25.2007

Form for filing Rate Schedules	For All Areas Served Community, Town or City P.S.C. No.
	6th Revision SHEET NO. 62
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO.  5th Revision SHEET NO. 62
CLASSIFICATION OF	SERVICE
DETERMINATION OF BILLING DEMAND	
The billing demand shall be the maximum Ki established by the consumer for any period interval.	

#### MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be \$5.40 single phase and \$29.05 for three phase service.

#### MINIMUM ANNUAL CHARGE FOR SEASONAL SERVICE

Consumers requiring service only during certain seasons of the year shall be billed under the above schedule plus 25 percent and the minimum monthly charge shall not apply. There shall be a minimum annual charge sufficient to assure adequate compensation for the facilities installed to serve the consumer, but in no case, less than \$64.80 per year for a single phase service and \$348.60 per year for three phase service nor less than \$66.36 per Kilowatt of maximum demand established during the year.

#### FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

#### TEMPORARY SERVICE

Temporary service shall be supplied in accordance with the foregoing rate except that the consumer shall pay in addition to					
the foregoing charges the total cost of connect	ing disconnecting PUBLIC SERVICE COMMISSION				
DATE OF ISSUE August 6, 2007 DATE	EFFECTIVE KENNIGGEY 1, 2007				
Name of Officer	8/1/2007 C'TLE PURSUR前 <del>CRI (SPNE</del> AR'S SEC SECTION 9 (1)				
Issued by authority of an Order of the Public Case No. 2006-00513 dated July					

For	All	Area	as	Sei	cve	Ì
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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C.NO.\_\_\_\_

6th Revision SHEET NO. 63

5th Revision SHEET NO. 63

#### CLASSIFICATION OF SERVICE

service less the value of materials returned to stock. A deposit, in advance, may be required of the full amount of the estimated bill for service, including the cost of connection and disconnection.

#### TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other

assessments.

DATE OF ISSUE August 6, 2007

ISSUED BY

Name of Officer

Name of officer

DATE EFFICITIVE President/2607 ED

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission in

Case No. 2006-00513 dated July 25

Executive Director

For All Areas Served
Community, Town or City
P.S.C. No.

6th Revision SHEET NO. 64

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 64

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### Schedule L: General Power Service

#### AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (Kw) demands of 50 Kw or greater but less than 2,500 Kw.

#### CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 50 Kw or greater but less than 2,500 Kw.

#### CHARACTER OF SERVICE

Single or three phase, 60 Hertz, at a delivery voltage specified within the power contract.

#### DELIVERY POINT

The delivery point shall be specified within the power contract.

#### RATES

Demand Charge: \$5.53 per Kw of billing demand

Energy Charge: \$0.05891 per KwH for all energy

DATE OF ISSUE August 6, 2007

ISSUED BY

Name of Officer

TITLE

PUBLIC SERVICE COMMISSION

DATE EFFECTIVE KENAUGKY 1, 2007

EFFECTIVE

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Tissued by authority of an Order of the Public Ser

Case No. 2006-00513 dated July By

Executive Director

For All Areas Served
Community, Town or City
P.S.C. No.

6th Revision SHEET NO. 65

CANCELLING P.S.C.NO.\_\_\_

5th Revision SHEET NO. 65

## Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (Kw) demand established by the consumer for any fifteen (15) minute interval. The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen minute Kilowatt (Kw) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor.

Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

#### POWER BILLINGS

The power billing each month shall be the greater amount calculated with the rates herein as applied to (a) or (b) as follows:

- (a) Contract demand as specified within the power contract and energy.
- (b) Current billing demand and energy.

Should (a) above produce the greater power billing, the contract demand shall be regarded as billing demand.

#### FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased	by an amount per
KwH equal to the fuel adjustment amount per Kw	
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Case No. 2006-00513 dated July	Executive Director
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For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET NO. 66
CANCELLING P.S.C.NO.

5th Revision SHEET NO. 66

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

Wholesale Power Supplier plus an allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

#### TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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	PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007 DAT	E EFFECTIVE LEVEL 1, 2007
Name of Officer	8/1/2007 ITLE_PURSUAR#電影號呼吸AR\$5:6年〇 SECTION 9 (1)
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6th Revision SHEET NO. 67

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 67

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### Schedule P: General Power Service

#### AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (Kw) demands of 500 Kw or greater but less than 2,500 Kw.

#### CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 500 Kw or greater but less than 2,500 Kw.

#### CHARACTER OF SERVICES

Three phase, 60 Hertz, at a delivery voltage specified within the power contract.

#### DELIVERY POINT

The delivery point shall be specified within the power contract.

#### RATES

Demand Charge:

\$5.53

per Kw of billing demand

Energy Charge:

\$0.05058

per KwH for all energy

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (Kw) demand established by the consumer for any fifteen (15) minute

DATE OF ISSUE August 6, 2007	DATE EFFECTIVE ERVICE COMMISSION
ISSUED BY AND COL	EFFECTIVE President & CEO
Name of Officer	PURSUANT TO 807 KAR 5:011
	SECTION 9 (1)
Issued by authority of an Order of the Pu	blic Service Commission in
Case No. 2006-00513 dated	July 25,
	Executive Director

For All Areas Served
Community, Town or City
P.S.C. No.

6th Revision SHEET NO. 68

CANCELLING P.S.C. NO.\_\_\_\_

5th Revision SHEET NO. 68

## Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

interval. The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen minute Kilowatt (Kw) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor. Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

#### POWER BILLINGS

The power billing each month shall be the greater amount calculated with the rates herein as applied to (a) or (b) as follows:

(a) Contract demand as specified within the power contract and energy.

(b) Current billing demand and energy.

Should (a) above produce the greater power billing, the contract demand shall be regarded as billing demand.

#### FUEL ADJUSTMENT CLAUSE

The above rates may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

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DATE OF ISSUE August 6, 2007	DATE EFFECT DEKENTURS 1, 2007
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Issued by authority of an Order of the Pub Case No. 2006-00513	By 5, 2007

Form for filing Rate Schedule	es
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For All Areas Served	
Community, Town or City	7
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6th Revision SHEET NO. 69	
CANCELLING P.S.C.NO.	
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5th Revision SHEET NO. 69

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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	PUBLIC SEKVICE COMMISSION
DATE OF ISSUE August 6,2007	DATE EFFECTIVE KENTIJCKY 1, 2007
Name of Officer	8/1/2007 <b>TITLE_<sub>PURSU</sub>和下海 영</b> 尔克森 5 <b>6</b> 年9 SECTION 9 (1)
Issued by authority of an Order of the Case No. 2006-00513 dated	Public Ser July By Executive Director

Form for filing Rate Schedules	For All Areas Served
	Community, Town or City
	P.S.C. No.
	6th Revision SHEET NO. 70
Clark Energy Cooperative Inc.	CANCELLING P.S.C.NO.
Name of Issuing Corporation	5th Revision SHEET NO. 70
CANCELLED AND RESERVED	FOR FUTURE USE



	PUBLIC SERVICE COMMISSION
DATE OF ISSUE November 26, 2007	DATE EFFECTIVE CHEET 1, 2008
ISSUED BY	1/1/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) President & CEO
Name of Officer	By Executive Director

Form	for	filing	Rate	Schedules
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For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET NO. 70
CANCELLING P.S.C.NO.

5th Revision SHEET NO. 70

Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### Schedule H: General Power Service

#### AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (Kw) demands of 50 Kw or greater but less than 2,500 Kw.

#### CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for maximum billing purposes of 50 Kw or greater but less than 2,500 Kw.

#### CHARACTER OF SERVICE

Single or three phase, 60 Hertz, at a delivery voltage specified within the power contract.

#### DELIVERY POINT

The delivery point shall be specified within the power contract. RATES

Demand Charge:

\$8.01

per Kw of billing demand

Energy Charge:

\$0.05153 per KwH for all energy

DATE OF ISSUE August 6, 2007 DATE FIFERT SERVICE COMMISSION OF KENTUCKY EFEECHWET & CEO TITLE ISSUED BY 8/1/2007 Officer PURSUANT TO 807 KAR 5:011 Issued by authority of an Order of the Public Service Comm 2006-00513 dated July 25

Form	for	filing	Rate	Schedules

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6 <sup>th</sup>	Revision	SHEE	T N	0	71
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5 <sup>th</sup>	Revision	SHEE	TN	0.	71

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CANCELLED AND RESERVED FOR FUTURE USE



	PUBLIC SERVICE COMMISSION OF KENTUCKY
ISSUED BY Name of Officer	DATE EFFECTIVE STATE 1, 2008  PURSUANT TO 807 KAR 5:011  SECTION 9 (1) President © CEO  Executive Director

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CANCELLI	NG P.S.C	.NO	

5th Revision SHEET NO. 71

Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (Kw) demand established by the consumer for any fifteen (15) minute interval within the following calendar months and time intervals.

October April: 7:00 AM

12:00 Noon Est

5:00 PM

10:00 PM Est

September: May

10:00 AM

10:00 PM EST

Maximum kilowatt demands established not within the prescribed intervals shall be disregarded for billing purposes.

The Consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging. The billing demand shall be the maximum fifteen minute Kilowatt (Kw) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent ///08 power factor.

Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

#### POWER BILLINGS

The power billings each month shall be the greater amount calculated with the rates herein as applied to (a), (b), or (c), as follows:

(a) Minimum energy requirements as spe	ecified within the power contract. PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007	DATE EFFECTIVE KENIGGET 1, 2007  EFFECTIVE  8/1/2007
Name of Officer	TITLE PURSORNAPROS KERG:011 SECTION 9 (1)
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6th	Revi	sion	SHEE	r no	. 72
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5th	Revi	sion	SHEE	r no	. 72

Clark Energy Cooperative Inc. Name of Issuing Corporation

CANCELLED AND RESERVED FOR FUTURE USE



DATE OF ISSUE November 27, 2007

ISSUED BY

Name of Officer

**EFFECTIVE** 1/1/2008

PURSUANT TO 807 KAR 5:011
PSESTIMANT (1) CEO

TITLE

For	All	Area	as	Ser	vec	1	
Co	nmun	ity,	To	wn	or	Cit	-2
P.S	.c. 1	No.					
		-					_
6th	Revi	sion	SH	EET	NO.	72	
							-
CAN	CELLI	ING I	e.s	.c.	NO.		

Clark Energy Cooperative Inc.
Name of Issuing Corporation

5th Revision SHEET NO. 72

#### CLASSIFICATION OF SERVICE

- (b) Contract demand as specified within the power contract and energy.
- (c) Current billing demand and energy

Should (b) above produce the greater power billing, the contract demand shall be regarded as billing demand.

#### FUEL ADJUSTMENT CLAUSE

The above rates may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

#### TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

# 111/2008

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

DATE OF IS	SSUE August 6, 2007	DATE E	FFECTIVE August 1, 2007
	11/11/11		PUBLIC SERVICE COMMISSION
ISSUED BY	Tart of the	TIT	LE DE KENTHCKYCEO
	Name of Officer		8/1/2007
			PURSUANT TO 807 KAR 5:011
Issued by	authority of an Order of the	Public Se	rvice Comments koppgin
Case No.	2006-00513 dated	July 2	5, 2007
			SACO
			By
			Executive Director

Form	for	filing	Rate	Schedules

For All Areas Served					
	mmunity, .C. No.	Town	or	City	
6th	Revision	SHEET	NO.	. 73	

Clark Energy Cooperative Inc. Name of Issuing Corporation

CANCELLING P.S.C.NO.

5th Revision SHEET NO. 73

CANCELLED AND RESERVED FOR FUTURE USE



DATE OF ISSUE November 26, 2007

ISSUED BY

PUBLIC SERVICE COMMISSION

1/1/2008 PURSUANT TO 807 KAR 5:011

TITLE

President (1) CEO

For	All	Area	as Sei	rve	i
Con	muni	Lty,	Town	or	City
P.S.	C. I	٠			
					•
6th	Revi	sion	SHEET	NO	. 73
CANC	ELL	ING I	e.s.c	NO.	
_					
5th	Revi	sion	SHEET	NO	. 73

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### Schedule G: General Power Service

#### AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (kw) demands of 1,000 Kw or greater but less than 5,000 Kw.

#### CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 1,000 Kw or greater but less than 5,000 Kw.

#### CHARACTER OF SERVICE

Three phase, 60 Hertz, at a delivery voltage specified within the power contract.

#### DELIVERY POINT

The delivery point shall be specified within the power contract.

#### RATES

Demand Charge:

\$8.01

per Kw of billing demand

Energy Charge:

\$0.05457

per KwH for all energy

PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007

ISSUED BY

Name of Officer

Issued by authority of an Order of the Public Service Service COMMISSION

PUBLIC SERVICE COMMISSION

EFFECTIVE 1, 2007

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Issued by authority of an Order of the Public Service in in 2006-00513 dated July

Executive Director

(11/2008

Form for filing Rate Schedules	For All Areas Served Community, Town or City P.S.C. No.
	6th Revision SHEET NO. 7
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO
name of robuing corporation	5 <sup>th</sup> Revision SHEET NO. 74
CANCELLED AND RESERVE	D FOR FUTURE USE



			PUBLIC SERVICE (
			OF KENTU

DATE OF ISSUE November 26, 2007

ISSUED BY

Name of Officer

COMMISSION JCKY

DATE EFFECTIVE

PURSUANT TO 807 KAR 5:011

President (2) CEO

TITLE

For All Areas Served
Community, Town or City
P.S.C. No.

6<sup>th</sup> Revision SHEET NO. 74

CANCELLING P.S.C.NO.\_\_\_\_

5<sup>th</sup> Revision SHEET NO. 74

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (Kw) demand established by the consumer for any fifteen (15) minute interval within the following calendar months and time intervals.

October - April:

7:00 AM - 12:00 Noon Est

5:00 PM - 10:00 PM Est

May - September:

10:00 AM - 10:00 PM EST

Maximum Kilowatt demands established not within the prescribed time intervals shall be disregarded for billing purposes.

The Consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen minute Kilowatt (Kw) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor.

Consistent with (the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

#### POWER BILLINGS

The power billing each month shall be the greater amount calculated with the rates herein as applied to (a), (b), or (c) as follows:

(a) Minimum energy requirements as specified within the power contract.

PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 6, 2007

ISSUED BY

Name of Officer

TITLE

PURSUANT TO SUF VARY 5:001

SECTION 9 (1)

Issued by authority of an Order of the Public Ser

Case No. 2006-00513 dated July

Executive Director

1/1/2008

Form for filing Rate Schedules	For All Areas Served			
	Community, Town or City			
	P.S.C. No.			
	6th Revision SHEET NO. 75			
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO.			
Name of Issuing Corporation	5th Revision SHEET NO. 75			
CANCELLED AND RESERVED	FOR FUTURE USE			



2007 DATE OF ISSUE November 27,

ISSUED BY

Name of Officer

DATE EFFECTIVE SERVICE COMMISSION OF KENTUCKY

TITLE

1/1/2008 PURSUANT.TO 807 KAR 5:011 Presed fients (f) CEO

For All Area	as S	Ser	vec	1
Community,	Tow	m	or	City
P.S.C. No.				
6th Revision	SHE	ET	NO.	75
CANCELLING E	e.s.	C.	NO.	

5th Revision SHEET NO. 75

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- (b) Contract demand as specified within the power contract and energy.
- (c) Current billing demand and energy.

Should (b) above produce the greater power billing, the contract demand shall be regarded as billing demand.

#### FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

#### TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

DATE OF ISSUE August 6, 2007 DA	ATE FALFRECTS FERVICE OF MINISSIDIN 7
0400	OF KENTUCKY
ISSUED BY / aul / Eul	TITLE President & CEO
Name of Officer	PURSUANT TO 807 KAR 5:011
	SECTION 9 (1)
Issued by authority of an Order of the Public	Service Commission in
Case No. 2006-00513 dated Jul	1 2 2
	By
	Executive Director
	·

111/2008

For All Areas Served
Community, Town or City
P.S.C. No.
6th Revision SHEET No. 76
CANCELLING P.S.C.NO.

Clark Energy Cooperative Inc. Name of Issuing Corporation

5th Revision SHEET No. 76

#### CLASSIFICATION OF SERVICE

#### Schedule M: General Power Service

#### AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (Kw) demands of 1,000 Kw or greater but less than 5,000 Kw.

#### CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 1,000 or greater but less than 5,000 Kw.

#### CHARACTER OF SERVICE

Three phase, 60 Hertz, at a delivery voltage specified within the power contract.

#### DELIVERY POINT

The delivery point shall be specified within the power contract. RATES

Demand Charge:

\$8.43

per Kw of billing demand

Energy Charge:

\$0.05457 per KwH for all energy

PUB\_IC SERVICE COMMISSION DATE EFFECTION KENNILOWY 1, 2001 DATE OF ISSUE August 6, 2007 Pr8682007ent & CEO ISSUED BY PURSUANT TO 807 KAR 5:011 Name of Officer SECTION 9 (1) Issued by authority of an Order of the Public Service July 2006-00513 dated Case No. **Executive Director** 

For All Areas Served
Community, Town or City
P.S.C. No.\_\_\_\_\_

6thh Revision SHEET No. 77

CANCELLING P.S.C.NO.

5th Revision SHEET No. 77

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (Kw) demand established by the consumer for any fifteen (15) minute interval within the following calendar months and time intervals.

October - April:

7:00 AM - 12:00 Noon Est

5:00 PM - 10:00 PM Est

May - September:

10:00 AM - 10:00 PM EST

Maximum Kilowatt demands established not within the prescribed time intervals shall be disregarded for billing purposes.

The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen minute Kilowatt (Kw) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor.

Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

#### POWER BILLINGS

The power billings each month shall be the greater amount calculated with the rates herein as applied to (a), (b), or (c) as follows:

(a) Minimum energy requirements as speci	fied within the power contract.
DATE OF ISSUE August 6,2007	DATE EFFECTIVE KENTEN 1, 2007
ISSUED BY	EFFECTIVE TITLE Pre/s/2/de/Int & CEO
Name of Officer	PURSUANT TO 807 KAR 5:011
Issued by authority of an Order of the Pu	SECTION 9 (1)
Case No. 2006-00513 dated	July 25
	Executive Director

For All Areas Served
Community, Town or City
P.S.C. No.

6th Revision SHEET No. 78

CANCELLING P.S.C.NO.\_\_\_\_

5th Revision SHEET No. 78

3 2008

Clark Energy Cooperative Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- (b) Contract demand as specified within the power contract and energy.
- (c) Current billing demand and energy.

Should (b) above produce the greater power billing, the contract demand shall be regarded as billing demand.

#### FUEL ADJUSTMENT CLAUSE

The above rates may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

#### TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

DATE OF ISSUE August 6, 2007

ISSUED BY

Name of Officer

DATE PUBLIC STRVICE GOLDMISSION 7

OF KENTUCKY

FFECTIVE & CEO

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Service Commission in

Case No. 2006-00513 dated July 2!

By

Executive Director

Form	for	filing	Rate	Schedules
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form for filling Rate Schedules	FOF AII Aleas Served				
	Community, Town or City				
	P.S.C. No.				
	6th Revision SHEET NO. 79				
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO				
	5th Revision SHEET NO. 79				

CANCELLED AND RESERVED FOR FUTURE USE



DATE OF ISSUE November 26, 2007

ISSUED BY

Name of Officer

PUBLIC SERVICE COMMISSION

F KENTUCKY EPRECIAVE 1, 2008 DATE EFFECTIVE

1/1/2008

PURSUANT TO 807 KAR 5:011

SECTION 9 (1) President & CEO

TITLE

# Form for filing Rate Schedules For All Areas Served Community, Town or City P.S.C. No. 6th Revision SHEET NO. 79 Clark Energy Cooperative Inc. Name of Issuing Corporation 5th Revision SHEET NO. 79

#### CLASSIFICATION OF SERVICE

#### Schedule J: Industrial HLF

#### AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (Kw) demands of 1,000 Kw or greater but less than 5,000 Kw.

#### CONDITIONS QF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 1,000 Kw or greater but less than 5,000 Kw.

#### CHARACTER OF SERVICE

Three phase, 60 Hertz, at a delivery voltage specified with the power contract.

#### DELIVERY POINT

The delivery point shall be specified within the power contract.

#### RATES

Demand Charge: \$5.

\$5.94

per Kw of billing demand per month

Energy Charge:

\$0.04327

per KwH for all energy

	Pl	JBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007		FECTIVE KENTUCKY1, 2007
Name of Officer	TITLE_	PURSUANT TO 807 KAR 5:011  SECTION 9 (1)
Issued by authority of an Order of the Case No. 2006-00513 dated	Public Serv	Executive Director

Form for filing Rate Schedules	For All Areas Served Community, Town or City P.S.C. No.
	6th Revision SHEET NO. 80
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C.NO
name of results outported	5th Revision SHEET NO. 80
CANCELLED AND RESERVE	D FOR FUTURE USE



DATE OF ISSUE November 26, 2007

ISSUED BY

Name of Officer

PUBLIC SERVICE COMMISSION OF KENTUCKY

DATE EFFECTIVE STATES 1

7/1/2008

PURSUANT TO 807 KAR 5:011

TITLE SECTION 9 (1)
President & CEO

For	All	Area	as	Ser	vec	i	
Co	mmun	Lty,	To	wn	or	Ci	ty
P.S	.c. 1	No					
6 <sup>th</sup>	Revi	sion	_SI	HEE!	r n	٥	80

Clark Energy Cooperative Inc.
Name of Issuing Corporation

5th Revision SHEET NO. 80

Executive Director

CANCELLING P.S.C.NO.

#### CLASSIFICATION OF SERVICE

#### DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt (Kw) demand established by the consumer for any fifteen (15) minute interval within the following calendar months and time intervals.

October - April:

7:00 AM - 12:00 Noon Est 5:00 PM - 10:00 PM Est

May - September:

10:00 AM - 10:00 PM EST

Maximum kilowatt demands established not within the prescribed time intervals shall be disregarded for billing purposes.

The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen minute kilowatt (Kw) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor.

Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

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#### POWER BILLINGS

The power billings each month shall be the greater amount calculated with the rates herein as applied to (a), (b), or (c) as follows:

(a) The greatest concurrent twelve (12) month billing demand and energy.

energy.					
			PUBLIC S	SERVICE COMM	<b>MISSION</b>
DATE OF ISSUE Auggst 6	, 2007	DAI	E EFFECTI	ONE KENTLINGKA	1, 2007
1/0/	1,///			EFFECTIVE	
ISSUED BY Aut	1 El	T	ITLE	Pres102nt &	_ CEO
Name of	Officer		PURSI	SECTION 9 (1)	5.011
Issued by authority of	an Order of	the Public	Ser '	n in	1
Case No. 2006	-00513 da	ated July	BY S		

Form for filing Rate Schedules	For All Areas Served
	Community, Town or City P.S.C. No.
	6th Revision SHEET NO. 81
Clark Energy Cooperative Inc.	CANCELLING P.S.C.NO.

CANCELLED AND RESERVED FOR FUTURE USE



5th Revision SHEET NO. 81

DATE OF ISSUE November 27,

ISSUED BY

Name of Officer

DATE E PECTIVE SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

1/1/2008

TITLE

For	All Are	as Sei	vec	1
Co	mmunity,	Town	or	City
P.S	.C. No			
6th	Revision	SHEET	NO.	81

Clark Energy Cooperative Inc.
Name of Issuing Corporation

5th Revision SHEET NO. 81

CANCELLING P.S.C.NO.

#### CLASSIFICATION OF SERVICE

- (b) Contract demand as specified within the power contract and 425 hours use of demand applicable to contract demand.
- (c) Contract demand as specified within the power contract and energy.

Should (b) or (c) above produce the greater power billing, the contract demand shall be regarded as billing demand.

#### FUEL ADJUSTMENT CLAUSE

The above rates may be increased or decreased by an amount per KwH equal to the fuel adjustment amount per KwH as billed by the Wholesale Power Supplier plus and allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

#### TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

#### LATE PAYMENT FEES

An amount equal to five (5%) percent of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

	PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 6, 2007 DAT	TE EFFECTIVE KENTOUEKY1, 2007
I MI	EFFECTIVE
	President & CEO
Name of Officer	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Issued by authority of an Order of the Public	Service in
Case No. 2006-00513 dated July	Pay
	Executive Director

Form for filing Rate Schedules

For All Areas Served Community, Town or City

P.S.C. No.

2nd Revision SHEET NO. 82

CANCELLING P.S.C. NO.

Clark Energy Cooperative, Inc.

Name of Issuing Corporation

1st Revision SHEET NO. 82

#### CLASSIFICATION OF SERVICE

#### CABLE TELEVISION ATTACHMENT TARIFF

#### APPLICABILITY

Applicable to all CATV attachments on all plant owned by the Cooperative.

#### AVAILABILITY

Available to all qualified CATV operators. A CATV operator must satisfy all provisions of this tariff and obtain all necessary franchises from the appropriate governmental and/or regulatory authority to be qualified by the Cooperative.

#### ASSIGNMENT OF RIGHTS

The CATV operator shall not assign or otherwise dispose of any provisions of this tariff or any of its rights or interests herein to any firm, corporation, or individual without the written consent of the Cooperative.

#### ANNUAL ATTACHMENT FEES

A. Annual attachment fees or rental charges for all CATV attachments shall be as follows:

ttachment Classifications	Annual Attachment Rates
Two-Party Poles	\$5.91 per Attachment MAR 3 2008
Three-Party Poles	\$4.59 per Attachment
Two-Party Anchors	\$11.37 per Anchor
Three-Party Anchors	\$7.50 per Anchor

		PUBLIC SERVICE COMMISSION OF KENTUCKY
		EFFECTIVE
DATE OF ISSUE March 4, 2005	DATE	3/1/2005 EFFEGURSE ANT 4000 KAR 2005
ISSUED BY With Concel	TITLE	SECTION 9 (1) President & CEO
Name of Officer		By
Issued by authority of an Order of the P	ublic	Service Commission Case
No. 2004-00442 dated February 24, 2005.		

For All Areas Served
Community, Town or City

P.S.C. No.

2nd Revision SHEET NO. 83

CANCELLING P.S.C. NO.

1st Revision SHEET NO. 83

3 2008

Clark Energy Cooperative, Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- B. The Cooperative shall invoice the CATV operator each January annual attachment fees for the total number of each classification of CATV attachments existing at the end of the preceding calendar year. Annual attachment fees for each classification of CATV attachments shall be the number of attachments multiplied by the appropriate rate as prescribed in item (A) above of the Annual Attachment Fees provisions. Total annual attachment fees or rental charges for the preceding calendar year shall be the sum of annual attachment fees calculated for each classification of CATV attachments.
- C. The Cooperative shall reconcile the invoice for annual attachment fees prescribed in items (A) and (B) above of the Annual Attachment Fees provisions for any unauthorized and/or unreported CATV attachments. Unauthorized and/or unreported CATV attachments shall be invoiced the CATV operator at twice the rates prescribed in item (A) above that would have been due had the CATV attachment(s) been installed the day following the Cooperative's previously scheduled system inspection.

#### DESIGN SPECIFICATIONS

- A. The Cooperative reserves the right to maintain, operate, upgrade, replace, relocate, retire and/or abandon any part of its plant at its discretion and expense at any time without compensation to the CATV Operator.
- B. CATV attachments on the Cooperative's plant shall at all times conform to requirements of the National Electric Safety Code (NESC), 1997 Edition, and subsequent revisions thereof, except where the requirements of the Rural Utilities Service (RUS), public authorities or the Cooperative may be more stringent, in which case the latter will govern.
- C. The Cooperative may review the adequacy of its plant to withstand additional vertical and transverse loads imposed by CATV attachments using NESC design criteria.
- D. The Cooperative reserves the right to prohibit the use of anchors by the CATV operator where the strength and/or condition of anchors cannot be verified.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
		EFFECTIVE
DATE OF ISSUE March 4, 2005	DATE	EFFECTIVE ANT TO SOT HAR 2805
ISSUED BY With Equals	TITLE	SECTION 9 (1) President & CEO
Name of Officer	11111	Trestacht a ese
		By
Issued by authority of an Order of the	Public	Service Commission Case
No. 2004-00442 dated February 24, 2005.		

Form for filing Rate Schedules For All Areas Served Community, Town or City P.S.C. No. 2<sup>nd</sup> Revision SHEET NO. 84 CANCELLING P.S.C. NO. Clark Energy Cooperative, Inc. 1st Revision SHEET NO. 84 Name of Issuing Corporation CLASSIFICATION OF SERVICE EASEMENTS AND RIGHT-OF-WAYS A. The Cooperative and the CATV operator shall be responsible for obtaining all easements or right-of-ways for their respective facilities. The Cooperative does not warrant and/or assign easements or right-of-ways to the CATV operator. B. The CATV operator shall promptly remove any CATV attachments when any public authority or landowner forbids the use of the Cooperative's plant. C. The Cooperative shall not refund to the CATV operator any annual CATV attachment fees or rental charges resulting from any forbidden use prescribed in item (B) above of the Easement and Right-of-Way provisions. ESTABLISHING CATV ATTACHMENTS A. The CATV operator shall comply with all attachment application procedures established by the Cooperative consistent with all provisions of this tariff prior to installation of all new or proposed CATV attachments. B. The CATV operator shall provide the Cooperative detailed construction plans, prints and/or drawings of all new or proposed CATV attachments prior to their construction or installation. Said plans, prints and/or drawings shall include any maps necessary to illustrate the location of the Cooperative's poles plus the number and character of the proposed CATV attachments. Any anticipated adjustments, additions, relocations and/or replacements of the Cooperative's facilities will be noted within the CATV operator's plans, prints, maps and/or drawings. C. The Cooperative may perform any make-ready or walk-through inspection necessary to review the CATV operator's plans, prints, maps and/or drawings and provide a cost estimate of all anticipated plant changes required for the proposed CATV attachments. Cost estimates for all anticipated plant changes prepared by the Cooperative shall include overhead and material salvage costs. D. The CATV operator incurs the cost of any make-ready, walk-through and/or review inspections required by the Cooperative as prescribed within item (C) above of the Establishing CATV Attachments provisions. The CATV operator shall incur said costs regardless of any plant changes that may or may not be required by the Cooperative. The CATV operator shall pay the Cooperative's invoiced public SERVICE COMMISSION associated with any make-ready, walk-through and/or review inspertions TUCKY **EFFECTIVE** 3/1/2005

Issued by authority of an Order of the Public Service Commission on Case No. 2004-00442 dated February 24, 2005.

March 4, 2005

DATE OF ISSUE

SECTION 9 (1)

President & CEO

DATE EFFECTURE ANTMOOTEUT KAR \$0015

TITLE

For	All A	reas S	Served	1
	Communit	y, Tow	m or	City
P.S.	.C. No			
2 <sup>nd</sup> 1	Revision	SHEET	r no.	85
CANC	CELLING P	.s.c.	NO	
1 <sup>st</sup> 1	Revision	SHEET	r no.	85

Clark Energy Cooperative, Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- E. The Cooperative shall proceed with all necessary electric plant changes prescribed by item (C) above of the Establishing CATV Attachments provisions upon receipt of written acceptance by the CATV operator of said cost estimate and payment of a deposit equal to the cost estimate. The CATV operator shall pay the Cooperative or the Cooperative shall refund to the CATV operator the difference between any deposit and actual asbuilt costs. Alternately, the Cooperative may proceed with necessary plant changes without cost estimates and deposits and invoice the CATV operator all actual asbuilt costs provided such arrangements are mutually agreeable.
- F. The CATV operator may install its attachments on the Cooperative's plant after items
  (A) through (E) above of the Establishing CATV Attachments provisions and all other pertinent provisions of this tariff are satisfied. All CATV attachments shall be installed at the expense of the CATV operator and not interfere with the activities or service of the Cooperative.
- G. The CATV operator shall not adjust, modify, replace and/or remove any plant of the Cooperative during the construction or installation of CATV attachments.
- H. The CATV operator shall provide any clearing of existing right-of-ways and/or trimming necessary to install CATV attachments at its own expense. All clearing debris shall be disposed of by the CATV operator in a manner agreeable to landowners and in no case create inconvenient access to the Cooperative's plant.
- I. The CATV operator incurs the cost of any walk-through and/or review inspection that is required by the Cooperative after the installation of CATV attachments is completed. Any walk-through inspection shall review as-built CATV attachments consistent with the Design Specifications of this tariff and verify the quantity and type of as-built attachments. The CATV operator shall pay the Cooperative's invoiced cost of expenses and overhead associated with any walk-through and/or review inspections of as-built CATV attachments.
- J. Any remedial changes required of the Cooperative's plant identified during item (I) above shall be administered per the Required Plant Changes provisions of this tariff.

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
DATE OF ISSUE March 4, 2005	DATE	3/1/2005 EFFECTURY DAN MECIS BY RAR 2:005
ISSUED BY Sufficient	TITLE	SECTION 9 (1) President & CEO
Name of Officer  Issued by authority of an Order of the No. 2004-00442 dated February 24, 2005.		By Service Commission Case

For All Areas Served
Community, Town or City

P.S.C. No.

2nd Revision SHEET NO. 86

CANCELLING P.S.C. NO.

1st Revision SHEET NO. 86

Clark Energy Cooperative, Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### OPERATIONS AND MAINTENANCE OF CATV ATTACHMENTS

- A. The CATV operator shall have the right to operate and maintain its CATV attachments on the Cooperative's plant after satisfying the Establishing CATV Attachments provisions and all other pertinent provisions of this tariff.
- B. The CATV operator shall provide any clearing of existing right-of-ways and/or trimming incidental to the operations and maintenance of CATV attachments on the Cooperative's plant. All clearing debris shall be disposed of by the CATV operator in a manner agreeable to landowners and in no case create inconvenient access to the Cooperative's plant.
- C. The CATV operator shall not adjust, modify, relocate and/or remove any plant of the Cooperative during the course of operations and maintenance of CATV attachments.
- D. Any CATV attachments determined by the Cooperative not to be operated or maintained as prescribed by the Design Specifications provisions and all other pertinent provisions of this tariff shall be brought into conformity by the CATV operator at its expense.
- E. Any CATV attachments requiring remedial correction as prescribed by item (D) above of the Operations and Maintenance of CATV Attachments provisions shall be administered per the Required Plant Changes provisions of this tariff.

#### REQUIRED PLANT CHANGES

- A. The Cooperative shall provide the CATV operator notification of plant changes involving CATV attachments as prescribed within the Design Specifications, Operations and Maintenance of CATV Attachments or any other pertinent provisions of this tariff. Said notification will specify when the CATV operator must adjust, replace, relocate and/or remove existing CATV attachments.
- B. The CATV operator shall incur the cost to adjust, replace, relocate and/or remove any CATV attachments as prescribed within item (A) above of the Required Plant Changes provisions.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
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Name of Officer  Issued by authority of an Order of the P No. 2004-00442 dated February 24, 2005.	ublic	By Service Communication Case

P.S.C. No.

2nd Revision SHEET NO. 87

CANCELLING P.S.C. NO.

1st Revision SHEET NO. 87

Clark Energy Cooperative, Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- C. The Cooperative may elect to perform any work required, as prescribed within item (A) above of the Required Plant Changes provisions, if the CATV operator is unwilling or unable to perform said work within a time specified by the Cooperative. The CATV operator, in such cases, shall reimburse the Cooperative's expenses inclusive of overhead and material salvage costs.
- D. Any work performed by the Cooperative, as prescribed within the Required Plant Changes provisions, involving unauthorized and/or unreported CATV attachments will be invoiced the CATV operator double the total cost calculated in item (C) above of the Required Plant Changes provisions. The Cooperative, at its discretion, may elect to remove any unauthorized and/or unreported CATV attachments from the Cooperative's plant at the expense of the CATV operator.

#### LIABILITY

- A. The Cooperative shall not incur liability for any damages or costs associated with any service interruption and/or interference of CATV cable, equipment and/or appurtenances arising in any manner out of the CATV operator's use of the Cooperative's plant.
- B. The Cooperative shall not incur liability for any damages or costs involving the CATV operator's facilities or operations arising in any manner from any work performed by the Cooperative as prescribed within the Establishing CATV Attachments, Operations and Maintenance of CATV Attachments, Required Plant Changes, Liability Insurance and/or Performance Bond provisions of this tariff.
- C. The Cooperative shall not incur liability for any damages or costs should the CATV operator be prevented at any time from establishing or maintaining CATV attachments as prescribed within the Easements and Right-of-Ways provisions of this tariff.
- D. Inspections by the Cooperative of CATV attachments as prescribed in the Establishing CATV Attachments provisions and other pertinent provisions of this tariff, made or not, shall not operate to relieve the CATV operator of any responsibility, obligation and/or liability assumed under this tariff.

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No. 2004-00442 dated February 24, 2005		

Community, Town or City

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2nd Revision SHEET NO. 88

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Clark Energy Cooperative, Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

E. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature including, but not limited to, costs of defending against the Cooperative and payment of any settlement or judgement therefrom, by reason of (1) injuries to or the deaths of persons, (2) damages to or destruction of property, (3) contamination, pollution and/or other adverse environmental effects or (4) violations of governmental laws, regulations and/or orders whether suffered directly by the Cooperative itself or indirectly by reason of claims, demands and/or suits against the Cooperative by third parties, resulting or alleged to have resulted from acts and/or omissions of the CATV operator, its employees, agents or other representative or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable only for its sole active negligence.

#### LIABILITY INSURANCE

- A. The CATV operator will provide and maintain insurance coverage for the protection of its employees to the extent required by workers compensation laws of the Commonwealth of Kentucky.
- B. The CATV operator will provide and maintain public liability insurance coverage with a minimum aggregate amount of \$2,000,000 (\$2 Million) and \$1,000,000 (\$1 Million) for each occurrence involving injury or death of persons and/or damage or destruction of property.
- C. The CATV operator shall provide the Cooperative a certificate of insurance evidencing insurance coverage for items (A) and (B) above of the Liability Insurance provisions. The certificate of insurance shall contain the following contractual endorsement:
  - "The insurance of bond provided herein shall also be for the benefit of Clark Energy Cooperative, Inc., so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in the Cable Television Attachment Tariff. This insurance or bond may not be cancelled for any cause without six (6) months advance notice being first given to Clark Energy Cooperative, Inc."

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P.S.C. No.

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Clark Energy Cooperative, Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- D. All insurance coverage prescribed within items (A) through (C) above of the Liability Insurance provisions shall specify that said coverage shall not be terminated within six (6) months after receipt by the Cooperative of a written notice from the bonding or insurance company of the intent to terminate said coverage.
- E. Upon receipt of a notice to terminate insurance coverage prescribed within items (A) through (C) above of the Liability Insurance provisions, the Cooperative shall require the CATV operator to remove its CATV attachments from the Cooperative's plant. If the CATV operator fails to complete removal of all CATV attachments from the Cooperative's plant within six (6) months after receipt of such request from the Cooperative, the Cooperative shall have the right to remove all the CATV operator's attachments at the expense of the CATV operator.

#### PERFORMANCE BOND

- A. The CATV operator shall provide the Cooperative a performance bond to ensure the CATV operator's obligations and responsibilities with respect to all of the provisions of this tariff. Said bond shall guarantee payment of any sum due the Cooperative for any inspections, fees, legal costs, and/or work performed, including the removal of CATV attachments, under the provisions of this tariff.
- B. The performance bond shall be in the amount of fifty thousand dollars (\$50,000) for the first twenty-five hundred (2,500) two-party and/or three-party attachments of the CATV operator on the Cooperative's plant. The amount of the performance bond shall increase two thousand dollars (\$2,000) for every additional one hundred (100) two-party and/or three-party attachments (or fraction thereof) of the CATV operator on the Cooperative's plant.
- C. The performance bond shall contain a provision that said bond shall not be terminated within six (6) months after receipt by the Cooperative of a written notice from the bonding or insurance company of the intent to terminate said bond.

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Ori	ginal	SHEE	T NO.	90

Clark Energy Cooperative, Inc.
Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- D. Upon receipt of a notice to terminate the performance bond prescribed in items (A) through (C) above of the Performance Bond provisions, the Cooperative shall require the CATV operator to remove its CATV attachments from the Cooperative's plant. If the CATV operator fails to complete removal of all CATV attachments from the Cooperative's plant within six (6) months after receipt of such request from the Cooperative, the Cooperative shall have the right to remove all the CATV operator's attachments at the expense of the CATV operator.
- E. The Cooperative shall reduce the amount of the performance bond by fifty (50) percent after the CATV operator has been a customer of Cooperative for a period of two years without being in default as prescribed within the Conditions of Default provisions of this tariff. The performance bond shall be revised to the amount prescribed in item (B) above of the Performance Bond provisions when the CATV operator is in default as prescribed within the Conditions of Default provisions of this tariff. The amount of the performance bond may subsequently be reduced as prescribed herein.

#### PAYMENT OF TAXES

The Cooperative and the CATV operator shall pay all taxes, fees and assessments lawfully levied on their respective properties or plant. Any taxes, fees and assessments levied on the Cooperative's plant solely because of the CATV operator's use of the Cooperative's plant for CATV attachments shall be reimbursed the Cooperative by the CATV operator.

#### PAYMENT OF FEES AND CHARGES

A. Payments by the CATV operator to the Cooperative for any invoice of expenses, costs and/or fees as prescribed within any provisions of this tariff shall not entitle the CATV operator to ownership of any part of the Cooperative's plant to which the CATV operator has contributed in whole or in part.

B. All fees and charges invoiced by the Cooperative to the CATV Operator are net and payable within ten (10) days from the date of the bill or invoice. An amount equal to five percent (5%) of the past-due amount shall be added to all invoices, bills and/or accounts that are in a past-due condition. Late payment fees shall apply to the net bill, exclusive of special charges, taxes and other assessments.

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Clark Energy Cooperative, Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

#### CONDITIONS OF DEFAULT

- A. The CATV operator shall be in default of this tariff should the CATV operator fail to fulfill its obligations and responsibilities with respect to any of the provisions of this tariff.
- B. The Cooperative may suspend and terminate the rights of the CATV operator with respect to any of the provisions of this tariff should the CATV operator continue to remain in default thirty (30) days after due notice thereof in writing by the Cooperative to the CATV operator.
- C. Suspension and termination of the rights of the CATV operator by the Cooperative as prescribed within item (B) above of the Conditions of Default provisions shall only prohibit the CATV operator from establishing new or proposed CATV attachments on the plant of the Cooperative except as prescribed within the Liability Insurance and/or Performance Bond provisions of this tariff.
- D. Suspension and termination of the rights of the CATV operator by the Cooperative as prescribed within item (B) above of the Conditions of Default provisions shall not abrogate or terminate the right of the CATV operator to maintain existing attachments on the Cooperative's plant except as prescribed within the Liability Insurance and/or Performance Bond provisions of this tariff. The CATV operator may continue to operate and maintain its existing attachments on the Cooperative's plant except as provided herein. All provisions of this tariff shall remain in full force and effect so long as existing CATV attachments are continued, solely for the purpose of administering the rights and obligations of the CATV operator with respect to said attachments.
- E. Any failure of the Cooperative or the CATV operator to enforce or insist on compliance with all provisions of this tariff shall not constitute a relinquishment or general waiver of any tariff terms and/or conditions. All provisions of this tariff shall be and remain in full force and effect.

DATE OF ISSUE

March 4, 2005

DATE EFFECTIVE

PUBLIC SERVICE COMMISSION

OF KENTUCKY

OF KENTUCKY

Attraction

TITLE

PURSUANT TO 807 KAR 5:011

President To 807 KAR 5:011

President Title

Name of Officer

Issued by authority of an Order of the Public Service Service Commission

Lin Case

No. 2004-00442 dated February 24, 2005.

Executive Director

Form for filing Rate Schedules	For All Areas Served Community, Town or City P.S.C. No.
	Original SHEET No. 92
Clark Energy Cooperative Inc.	CANCELLING P.S.C.NO
Name of Issuing Corporation	SHEET No
CLASSIFICATION OF SER	RVICE
Schedule GP: Renewable Resourc	e Power Service
STANDARD RIDER - This Renewable Resource Power currently applicable rate schedules. The purp provide the consumer with a renewable source of considered more environmentally friendly.	oose of this rider is to
A. Applicable - to the entire territory serv	ved.
B. Available - This schedule shall be made a in the following listed block amounts:	In the Land
100 kWh Block (Minimum size) or	Greater MAR 3 2008
AND where the consumer will contract with purchase these blocks under this Retail I	h the Cooperative to
C. Agreement - An "Agreement for Purchase of shall be executed by the consumer prior t schedule.	
D. <u>Rates</u> - The monthly rate for this service premium, i.e. an added charge, for all re the customer. The renewable power rate p below:	enewable power supplied to
\$0.0275 per kWh or \$2.75 per 10	0 kWh Block
This rate is in addition to the regular :	retail rates for power.
DATE OF ISSUE June 18, 2002 DAT	E EFFECTIVE August 1, 2002

ISSUED BY

Name of Officer

TITLE

President & CEO

PUBLIC SERVICE COMMISSION

OF KENTUCKY

EFFECTIVE

Issued by authority of an Order of the Public Service Commission in

Case No.

dated

AUG 0 1 2002

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

BY Jehan Bull SECRETARY OF THE COMMISSION

Form for filing Rate Schedules	For All Areas Served
	Community, Town or City
	P.S.C. No
	Original SHEET No. 93
Clark Energy Cooperative Inc.	CANCELLING P.S.C.NO
Name of Issuing Corporation	
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CLASSIFICATION C	OF SERVICE
	JERN TOE
Schedule GP: Renewable Re	source Power Service
E. Billing and Minimum Charge - Blocks	of power contracted for under
this tariff shall constitute the mi	<del>-</del>
will be billed for during a normal	

- purchased in excess of the contracted Renewable Resource amount, the customer shall be billed at the normal rate for that class. periods shorter than a normal billing cycle (i.e. termination of service and final bill of a service) and actual kWh use is less than the contracted Renewable kWh amount, the customer shall pay the full monthly block of kWhs originally contracted for.
- F. Terms of Service and Payment This rider tariff shall be subject to all other terms of service and payment of the applicable tariffs to which it is applied for each customer.
- G. Conditions of Service The rate granted under this Retail Rider shall be supported by one (1) year contracts between the customer and the cooperative.

This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240 and as approved by the Commission Order of March 31, 1981.

DATE OF ISSUE June 18, 2002 DATE EFFECTIVE August 1, 2002 TITLE President & CEO ISSUED BY Name of Officer PUBLIC SERVICE COMMISSION OF KENTUCKY Issued by authority of an Order of the Public Service Commission in

dated

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

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CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 94
CLASSIFICA	ATION OF SERVICE

## RATES SCHEDULE NM - NET METERING

## **APPLICABILITY**

Net metering is available to customer-generators who own, operate and maintain electrical generating facilities using solar energy designed to operate in parallel with the existing Clark Energy electrical distribution system and be primarily intended to offset part or all of the customer-generator's own electrical requirements.

## AVAILABILITY OF NET METERING SERVICE

An eligible customer-generator must be a member of and take electrical service from Clark Energy. Clark Energy will make this service available to customer-generators on a first-come, first-served basis until the cumulative generating capacity of net metered systems reaches one tenth of one percent (0.1%) of the Cooperative's single hour peak load during the previous year.

## SERVICE CONDITIONS (TYPE OF SERVICE

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- a. The generating facility shall comply with all of the following requirements:
  - The generating facility must have a rated capacity of not more that fifteen (15) kilowatts.
  - ii. The generating facility must be owned and operated by the customer.
  - iii. The generating facility must be located on the customer's premises.
  - iv. The generating facility must be designed and installed to operate in parallel with Clark Energy's electrical distribution system without adversely affecting the quality of service of other customers and without presenting safety hazards to Cooperative customers and Cooperative employees and agents, thereof.
- b. Prior to interconnection, the customer-generator shall complete the Application for Net Energy Metering, execute an Interconnection Agreement for Net Metering Service, enter into a Customer Net Energy Service Agreement, and pay any applicable fees, charges or costs as prescribed within this paint generator shall complete the Application for Net Energy Metering, execute an Interconnection Agreement for Net Metering Service, enter into a Customer Net Energy Service Agreement, and pay any applicable fees, charges or costs as prescribed within this paint generator of the Metering Service Agreement for Net Metering Service, enter into a Customer Net Energy Service Agreement, and pay any applicable fees, charges or costs as prescribed within this paint generator of the Metering Service Agreement for Net Metering Service Agreement, and pay any applicable fees, charges or costs as prescribed within this paint generator of the Metering Service Agreement, and pay any applicable fees, charges or costs as prescribed within this paint generator of the Metering Service Agreement for Net Metering Service Agreement, and pay any applicable fees, charges or costs as prescribed within the Service Agreement for Net Metering Service Agreement, and pay any applicable fees, charges or costs as prescribed within the Service Agreement for Net Metering Service Agreement, and pay any applicable fees, charges or costs as prescribed within the Service Agreement for Net Metering Service Agreement, and pay any applicable fees, charges or costs as prescribed within the Service Agreement for Net Metering Service Agreement for Ne

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CLARK EN	ERGY COOPERATIVE, INC.	Original	<u> </u>	SHEET NO. 95
	CLASSIFICATIO	N OF SERVI	CE	
C.	Prior to interconnection, the customer-gen- interconnection equipment shall be installed specifications, shall have been tested by a having met the testing requirements of IEF applicable safety and performance standard state building codes. Certification by a lice proof that the customer-generator's electri- installed in accordance with above.	ed in accordar nationally red EE Standard l ds established ensed electric	nce wit cognize 1547, a d in all cian sha	th the manufacturer's ed testing laboratory as and shall meet all applicable local and all constitute acceptable
d.	The customer-generator is responsible for associated with its electric generating facility that may be required by Clark Energy	lity and any n	nodific	ation costs to the
e.	When construction, modifications, or upgresystem are required to interconnect the customer-generator is response Cooperative.	stomer-gener	ator's e	electric generating
f.	The customer must provide and install a clockable, visible-break, disconnect switch system and the customer-generator's elect disconnect switch must be accessible to the	between the rical generati	cooper ng equ	Energy approved, ative's distribution ipment. This
g.	Clark Energy maintains the right to discongenerator for issues relating to safety and		t liabili	ty, the customer-
<b>h.</b>	Clark Energy maintains the right to verify customer-generator's facilities to ensure of generating equipment and interconnection advance notice to the customer-generator.	ontinued safe system at an	operat	tion of the electrical
i.	Clark Energy shall not be liable directly or allow an attachment of a net metering faci customer-generator that cause loss or injur	lity, or for the	e acts o	or omissions of the
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CLARK ENERGY COOPERATIVE, INC.	Original	_SHEET NO	96
CLASSIFICATION OF	SERVICE		

## EQUIPMENT OPERATION

The customer-generator's electrical generating and interconnection equipment shall comply with all applicable safety, performance, and power quality standards established by the Institute of Electrical and Electronic Engineers, the National Electrical Code, and the National Electrical Safety Code.

## **METERING**

Net metered electricity shall be measured in accordance with standard metering practices established by Clark Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the customer-generator and from the customer-generator to the Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the customer-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement currently in place. If the customer generator's existing electrical meter is 3 2008 not capable of registering the flow of electricity in two directions, the customer shall be responsible for all expenses involved in purchasing and installing a meter (or meters) that is able to register electricity flow in two directions. All metering shall be capable of working with any automatic meter reading systems used by Clark Energy.

## **BILLING AND PAYMENT**

For charges collected on the basis of metered registration, Clark Energy shall, for each monthly billing period, determine the net meter registration of the customer-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the customer-generator to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the customer-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the customer-generator has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

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CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 97
CLASSIFICATION O	F SERVICE
carried forward from previous months at the rate appli- service.	icable to its type or class of electric
The customer shall be responsible for payment of any applicable charges.	applicable customer charge or other
At no time shall Clark Energy be required to convert to customer-generator closes his account, no cash refund be paid.	
Net Metering Credits are not transferable between cus	stomers or locations.
LIABILITY INSURA	NCE
The customer-generator shall maintain general liabilit homeowner's, commercial or other policy) against a lette customer-generator facilities with minimum limits aggregate combined single limit for personal injury, be property damage. Prior to interconnection, the custom insurance to Clark Energy with the Application for Ne receipt of evidence of liability insurance does not import the terms and conditions of the coverage.	oss arising from the use or operation of s of \$300,000 per occurrence/\$300,000 per odily injury, including death and ner shall submit evidence of such et Energy Metering. Clark Energy's
ADDITIONAL CONTROLS	AND TESTS MAR 3 2008
Clark Energy may install additional controls or meters deem necessary.	s, or conduct additional tests as it may
NET METERING SERVICE INTERCO	NNECTION REQUIREMENTS
All customer-generator equipment and installations me Technical Requirements for Interconnection, included Agreement for Net Metering Service. The customer-generate and installed to operate in parallel with Clark without adversely affecting the operation of equipmer customers and without presenting safety risks to Cooperation of the customer-generator will own and be responsible for operation equipment. The customer-generator will own and the customer-genera	as part of the Interconnection generator's generating facility shall be k Energy's electric distribution system at an I service of the Cooperative and its perative and its pera
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CLARK ENERGY COOPERATIVE, INC.	Original	SHEET NO	98
CLASSIFICATI	ON OF SERVICE		
to the Cooperative's equipment due to a failure other equipment. The customer-generator will p from all claims for injury or damage to persons generator's premises, except where the said injury occasioned solely by negligence on the part of C	protect and save the or property occurring ry or damage can b	Cooperative har	mless er-
APPLICATION A	ND AGREEMEN	<u>rs</u>	
A customer-generator seeking to interconnect ar Company's distribution system must submit to t	_		
a. Application for Net Energy Metering, co- diagram showing the configuration of th	•	78	one-line CANCELLE
<ul> <li>Interconnection Agreement for Net Meterinterconnection; and,</li> </ul>	ering Service, execu	ated prior to	MAR 3 2008
c. Customer Net Energy Service Agreemer	nt, executed prior to	interconnection.	
The Company may reject an application for den Company will work with the customer to resolv			
FEES AND	CHARGES		
As specified in the Application for Net Energy I non-refundable application fee of \$50. Should interconnection impact study is required, the Co of conducting the study. Upon payment by the will proceed with the interconnection impact structure customer's electric generating facility will have distribution system or on the quality of service the upgrades to East Kentucky Power Cooperative's distribution system be required in order to interce facility, additional charges to cover costs incurred determined by Clark Energy and paid by the customatic determined by Clark Energy and paid	Clark Energy determine operative will advicustomer for cost of a significant impacts of other customers. It is transmission system to connect the customer of the customer. The customer of th	nine that an se the customer of the study, Clark the installation of to on the Coopera Should construct on or to Clark Enery's electric general the Energy shall be the shall pay any labor rall rall pay any labor rall pay any	of the cost Energy I the tive's tion or nergy's rating e  CANIMASSION KAR 5:011
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## **RULES AND REGULATIONS**

Service and rates under this schedule are subject to all applicable Clark Energy Rules and Regulations as filed with the Public Service Commission of Kentucky. The Rules and Regulations address general terms and conditions, service conditions, new service procedures, and miscellaneous service charges, and are a part of all contracts for receiving electric service from the Cooperative, whether the service received is based upon a contract, agreement, signed application, or otherwise.

## TRANSFERABILITY

A customer-generator generating facility is transferable to other persons or service locations only after notification to Clark Energy has been made and verification that the installation is in compliance with this tariff.



PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 4/1/2005

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## FOR ENTIRE TERRITORY SERVED

Community, Town or City

Executive Director

		P.S.C	C. KY. NO.
RK ENERGY COOPERA	TIVE, INC.	Origin	nal SHEET NO. 100
	CLASSIFIC	CATION OF SERV	VICE
<u>CL</u>	ARK ENERGY Application for		
This application shoul Customer Service repr			and returned to the Cooperative the request.
			ired equipment configuration for the ch information as possible.
OWNER/APPLICANT	INFORMATION		
Company:			
Mailing Address:			
City:			
Code:			*
Phone			
Number:	Represe	entative:	
Electric Account Number:			
Service Location Address:			
***************	*******************		/ 8 / MAR 3 2008
PROJECT DESIGN/E	NGINEERING (as ap	plicable)	1,000
Company:			
Contact:			
Mailing Address:			
City:	County:	State:	Zip
Code:			
Phone Number:	·		
			PUBLIC SERVICE COMMISSIO  OF KENTUCKY  EFFECTIVE
			4/1/2005 PURSUANT TO 807 KAR 5:011 FECTIVE SECTION: (1) 2005

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

P.:	S.C. KY, NO
ARK ENERGY COOPERATIVE, INC.	riginal SHEET NO. 101
CLASSIFICATION OF SE	ERVICE
ELECTRICAL CONTRACTOR (as applicable)	
Company:	
Contact:	
Mailing Address:	
City: County: State:	
Code:	
Phone Number:	
***************************************	
PV GENERATING SYSTEM	
Size kW	CANCELLE
Expected Start-Up Date	MAD 2
••••••	3 2008
INVERTER DATA (if applicable)	
Manufacturer: M	fodel:
Kilowatt Rating: Kilovolt-Ampere Rating:	
Rated Power Factor (%):Rated Voltage (Volts):	Rated Amperes:
Note: Attach all available calculations, test reports, and oscillograph and current waveforms.  DESCRIPTION OF PROPOSED INSTALLATION AND Give a general description of the proposed installation, including a deand when you plan to operate the generator.	OPERATION
	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 4/1/2005
	4/1/2005 PURSUANT TO 807 KAR 5:011
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AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS	ION Executive Director

P.S.C. KY. NO. CLARK ENERGY COOPERATIVE, INC. SHEET NO. 102 Original CLASSIFICATION OF SERVICE ADDITIONAL INFORMATION In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment, (generators, transformers, inverters, circuit breakers, protective relays, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the project's address or grid coordinates. INTERCONNECTION COMPLIANCE & OWNER ACKNOWLEDGEMENT Customer shall be solely responsible for obtaining and complying with any and all necessary easements, licenses and permits, or exemptions, as may be required by any federal, state, local statutes, regulations, ordinances or other legal mandates. The customer shall submit documentation to the Cooperative that the system has been inspected and approved by the local permitting agency regarding electrical code requirements. Customer shall not commence parallel operation of the generating system until written approval of the interconnection has been given by the Cooperative. SIGN OFF AREA The customer agrees to provide the Cooperative with any additional information required to complete the interconnection. The customer shall operate his equipment within the guidelines set forth by the cooperative. PUBLIC SERVICE COMMISSION OF KENTUCKY **FFEECTIVE Applicant** Date 4/1/2005 PURSUANT TO 807 KAR 5:011 SECTION (1)2005 DATE OF ISSUE Bebruary 25, 2005 DATE HFFECTIVE ISSUED BY TITLE BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION **Executive Director** 

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ELECTRIC COOPER MORE INFORMATIO	ATIVE CONTACT FOR APPL ON:	JCATION SUB	MISSION AN	ND FOR
Cooperative contact:				
Title:				
Address:	Clark Energy Cooperative, In	с		
	P.O. Box 748		A SECTION AND A	CANOPILES
	Winchester, KY 40392-0748			CANCELLED
Phone:	(859) 744-4251			MAR 3 2000
Fax:	(859) 744-4218			MAR 3 2008
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION Executive Director

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	P.S.C. KY. NO.
CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 104
CLASSIFICA'	TION OF SERVICE

# Interconnection Agreement for Net Metering Service Attachment to Cooperative Net Metering Tariff for Net Metering Service

Net Metering Service	
This agreement is between	_(Customer-Generator) and
Clark Energy Cooperative, Inc. (Cooperative) and is effective as of	CANCELLE
Whereas, Customer-Generator owns or intends to install and own an ele	ectric energy generating MAR 3 2008
facility ("Facility") qualifying for "Net Metering" in accordance with C	Cooperative's currently
effective tariff as filed with the Kentucky Public Service Commission, premises located at	to be located on Customer's
for the purpose of generating electric energy; and	
Whereas, Customer-Generator wishes to sell and Cooperative is willing	g to accept energy produced by
the Facility onto its distribution system;	
Now, Therefore, the parties agree:	
<ol> <li>Generating Facility: Customer-Generator's Facility shall consigenerating facility located on Customer-Generator's premises, we more than fifteen (15) kilowatts. Said facility will be interconnected with Cooperative's distribution system, and is intended primarily Customer-Generator's own electrical requirements.</li> </ol>	vith a total capacity of not ected and operated in parallel
<ol> <li>Term: This agreement shall commence when signed by both C Generator and terminate with any change in ownership, or by we both parties.</li> </ol>	-
3. Interconnection: Customer-Generator shall provide the interconnection: Customer-Generator shall provide the interconnection: Side of the point of common coupling. At Customer Cooperative shall make reasonable modifications to Cooperative accommodate Customer-Generator's Facility. The cost for such	LGENERAY SEED COMMISSION e's system Keelstale ky modifications is due in
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CLASSIFICA	ATION OF SERVICE	_

advance of construction. The net metering system used by Customer-Generator shall include, at Customer-Generator's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Cooperative's electric service requirements, the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (specifically IEEE Standard 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems"), and Underwriters Laboratories.

Cooperative's written approval of Customer-Generator's protection-isolation method to ensure generator disconnection in case of a power interruption from Cooperative is required before service is provided under this schedule.

- 4. Impact Studies: The Cooperative shall review the application for net metering service to determine if a detailed system impact study for the proposed project is required. If a system impact study is required, the customer-generator will be advised of the estimated cost of the study, and will be asked to agree to reimburse the Cooperative for these costs once the study is completed. When construction, modifications, or upgrades to the distribution system are required to interconnect the customer-generator's electric generating facility, the customergenerator is responsible for all costs incurred by the Cooperative. Once the customergenerator has reimbursed the Cooperative for any costs of system modifications (if required), the interconnection process will proceed.
- 5. Disconnect Switch: Customer-Generator shall furnish and install on Customer-Generator's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Cooperative's electric service. The disconnect switch shall be located adjacent to Cooperative's meters and shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Cooperative personnel at all times. Cooperative shall have the right to disconnect the Facility from Cooperative's supply at the disconnect switch when necessary to maintain safe electrical operating conditions or, if in Cooperative's sole judgement, the Facility at any time adversely affects Cooperative's operation of its electrical system or the quality of Cooperative's service to other Customers.
- 6. Functional Standards: Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Cooperative, all equipment required for the safe operation of the Facility in parallel with Cooperative's system. This equipment shall include, but not limited to, equipment necessary to establish automatically and maintain synchronism with Cooperative's electric supply and a load break switching device that shall automatically disconnect the unit from Cooperative's supply in the event \$1000 to \$1000 t Cooperative's supply. The facility shall be designed to operate within a Howard with the EFFECTIVE

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For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO.106

Clark Energy Cooperative Inc.
Name of Issuing Corporation

SHEET NO. 1

#### CLASSIFICATION OF SERVICE

## Cogeneration and Small Power Production Rate Schedule

#### AVAILABILITY

Available only to qualified co-generators and small power producers with a rated capacity of 100 kW or less which have executed a contract for the sale of power to Clark Energy.

### RATE SCHEDULE

- 1. Capacity \$0.00
- 2. Energy

A base payment per kWh of energy as listed below for the appropriate calendar years:

Year	0-50 MW	50-100 MW
1982	1.463¢	1.421¢
1983	1.535¢	1.499¢
1984	1.686¢	1.659¢
1985	1.625¢	1.596¢
1986	1.732¢	1.711¢
1987	1.897¢	1.870¢

### TERMS AND CONDITIONS

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<ol> <li>All payments due the seller are payable on twentieth day of the month following the m</li> </ol>	
is due unless other arrangements are speci for.	
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Name of Officer  Issued by authority of an Order of the Public S	PRESIDENT & C.É.O.

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LARK	ENERGY COOPERATIVE, INC.	Original	_SHEET NO106
	CLASSIFICATION	N OF SERVICE	
	variations of Cooperative's system. The Facili quality of service provided to Cooperative's Cu		adverse effects upon the
	Installation and Maintenance: Excepting on all equipment on Customer-Generator's side of required disconnect switch and synchronizing maintained in satisfactory operating condition property and responsibility of Customer-Generator's equipment or for consequence of gathering research data, Cooperating additional metering and data-gathering devices	the point of common quipment, shall be proy Customer-Generate tor. Cooperative shall be properative and the cooperative shall be properated to the cooperative shall be properated to the cooperation of th	coupling, including any ovided, installed, and or, and shall remain the all bear no liability for nor mis-operation. For
	<b>Pre-operation Inspection:</b> Prior to interconnection equipment shall be inspected a and any other governmental authority having j	d approved by the st	
	Access: Authorized Cooperative employees sl Generator's property for the purposes of operations making additional tests concerning the operation	ng the disconnect sw	itch and meters and
	Merger: This contract contains the entire agree Cooperative and may not be changed except by and Cooperative.  In witness whereof, Cooperative and Customer representatives, executed this agreement in duy written.	writing signed by bo Generator have, by t	th Customer-Generator
CI A	ARK ENERGY COOPERATIVE, INC.		
BY:		- 37	CANCELLED
DAT		_	MAR 3 2008
[CU	STOMER-GENERATOR NAME]	1	
BY:			
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For All Areas Served Community, Town or City P.S.C. No. Original SHEET NO.107 CANCELLING P.S.C. NO. 1 SHEET NO.

Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

- 2. All power from qualifying facilities will be sold to Clark Energy Cooperative.
- 3. Seller shall provide good quality electric power within reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- 4. Seller shall provide reasonable protection for the Clark Energy Cooperative system and East Kentucky Power system including, but not limited to the following: KOSVID
  - a. Synchronization
  - b. Phase and Ground Faults
  - c. High or Low Voltage
  - d. High or Low Frequency
- 5. Seller shall provide lockable disconnect switch accessible at all times by Clark Energy and East Kentucky Power personnel.
- 6. Seller shall design, construct, install, own, operate, and maintain the qualifying facility in accordance with all applicable codes, laws, regulation and generally accepted utility practice.
- 7. Seller's plans must be approved by Clark Energy Cooperative and East Kentucky Power Cooperative.
- 8. Seller shall maintain operations and maintenance records

including start-up and down time.	
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Name of Officer  TITLE	By By C.E.O.
Issued by authority of an Order of the Public State No. dated	Executive Director ervice Commission in

## FOR ENTIRE TERRITORY SERVED

Community, Town or City

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	P.S.C. KY. NO.
CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 107
CLASSIFICA	TION OF SERVICE

# Customer Net Energy Service Agreement Attachment to the Net Metering Tariff for Net Metering Service

## 1. Scope of Agreement

This Agreement states the conditions for net metering for customer-generators who own, operate, and maintain electrical generating facilities using solar energy designed to operate in parallel with the existing Cooperative's electrical distribution system and be primarily intended to offset part or all of the customer-generator's own electrical requirements.

## 2. Definitions

"Cooperative" shall mean Clark Energy Cooperative, Inc., the retail electricity supplier serving the customer-generator.

"Customer-generator" means a customer who owns and operates an electric generating facility that is located on the customer's premises, for the primary purpose of supplying all or part of the customer's own electricity requirements.

"Electric generating facility" or "facility" means an electric generating facility that is connected in parallel with the electric distribution system; generates electricity using solar energy; and has a rated capacity of not greater than fifteen (15) kilowatts.

"Point of common coupling" means the point where a generating facility is connected to the Cooperative's distribution system.

## 3. Establishment of Point of Common Coupling

The Cooperative and the customer-generator agree to interconnect the Facility at the Point of Common Coupling in accordance with the Cooperative's rules, regulations, by-laws, rates, and tariffs (the "Rules") all of which are incorporated herein by reference.

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	Original SHEET NO. 108
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING P.S.C. NO. 1
-	SHEET NO.

#### CLASSIFICATION OF SERVICE

- 9. Seller shall reimburse Clark Energy for any additional costs as a result of interconnecting with the seller including operation, maintenance, administration, and billing expenses.
- 10. Seller shall allow 24 hour access to all metering equipment for Clark Energy and East Kentucky Power personnel.
- 11. Seller shall contract with member cooperative for stand-by power to meet seller's power needs when seller's generation is down.
- 12. Seller shall provide space for the interconnection facility at no cost to Clark Energy or East Kentucky Power Cooperative.
- 13. Seller agrees to indemnify and hold harmless Clark Energy Cooperative, East Kentucky Power Cooperative, their directors, officers, employees, or agents from all actions except as may be solely caused by them.
- 14. Seller shall obtain insurance in at least the following amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000
  - b. Property Damage \$500,000

- 15. Seller shall have sole responsibility for the safety and electrical protection of seller's facilities.
- 16. Initial contract term shall be for a minimum of two years. Contract may be terminated by Clark Energy for a material breach by seller of its obligation under contract upon 30 days notice.

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Case No. dated	•

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CLASSIFICA	TION OF SERVICE	

## 4. Interconnection

The customer-generator shall provide all equipment and perform all electrical interconnections on its side of the point of common coupling. The Cooperative will make such modifications to the Cooperative's distribution system as are reasonably necessary to accommodate the customer-generator's facility. The customer-generator shall be responsible for the costs of any such modifications and payment shall be due thirty (30) days in advance of construction. The customer-generator shall meet all requirements of the Interconnection Agreement for Net Metering Service and shall ensure, at its own expense, that the Facility includes all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Cooperative policies, the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronic Engineers, the Kentucky State Building Code, and Underwriters Laboratories. The customer-generator shall not commence parallel operation of the Facility until the Cooperative has inspected the Facility, including all interconnection equipment, and issued a written approval which includes a stipulated start date following which operations in parallel are permitted. The Cooperative maintains the right to verify proper installation and inspect the customergenerator's Facility to ensure continued safe operation of the electrical generating equipment and interconnection system at any time with reasonable advance notice to the customergenerator. MAR 3 2008

## 5. Installation, Operation and Maintenance of Facilities

The customer-generator shall furnish, install, operate and maintain in good order and repair, without cost to the Cooperative, all generating and interconnecting equipment required for the safe operation of the Facility in parallel with Cooperative's electrical distribution system. This includes, but is not limited to, equipment necessary to automatically disconnect the Facility from Cooperative's electrical distribution system in the event of overload or outage of Cooperative's distribution system.

Except for the bi-directional metering equipment owned by the Cooperative, all equipment on the customer-generator's side of the point of common coupling, including the required disconnect device, shall be provided and maintained in satisfactory operating condition by the customer-generator and shall remain the property and responsibility of the customer-generator.

The Facility must be designed to operate within a Cooperative's electrical distribution system. The quality or reliability of service provided to other shall have the right to periodically inspect the Fa	Cooperat	nust fiet adv ive customer	ALE VENEZIONE
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CLARK ENERGY COOPERATIVE, INC.

#### **CLASSIFICATION OF SERVICE**

The Cooperative will bear no responsibility for the installation or maintenance of the customer-generator's equipment or for any damage to property as a result of any failure or malfunction thereof. The Cooperative shall not be liable, directly or indirectly, for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of the customer-generator or the failure or malfunction of any equipment of the customer-generator's facility that causes loss or injury, including death, to any party.

# 6. Permits and Compliance with Codes, Standards, Rules, Regulations and Laws

The customer-generator shall file in a timely manner applications for all governmental authorizations and permits that are required for the Facility prior to construction of the Facility. Prior to the initial start-up date, the customer-generator shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The customer-generator shall provide copies of any such authorizations, permits and licenses to the Cooperative upon request. The customer-generator agrees to cause its Facility to be constructed in accordance with the rules and specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.

The customer-generator shall maintain the electric generating system and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations, and obtain any governmental authorizations and permits required for the construction and operation of the electric generating system and interconnection facilities. The customer-generator shall reimburse the Cooperative for any and all losses, damages, claims, penalties, or liability it incurs as a result of the customer-generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of customer-generator's Facility.

## 7. Responsible Party

The customer-generator shall identify an individual (by name or title) who shall serve as the responsible party for operation and maintenance of the customer-generator Facility. This individual shall be familiar with this Agreement as well as the provisions of any other agreements, rules or regulations that may apply.

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## 8. Price, Payment and Credit

Net metered electricity shall be measured in accordance with standard metering practices established by the Cooperative.

#### a. Retail Sales to Member/Customer

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the customer-generator exceed the deliveries of energy in kWh from the customer-generator to the Cooperative, the customer-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric service.

## b. Energy Deliveries to Cooperative

If the net meter registration shows that the deliveries of energy in kWh from the customer-generator to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the customer-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the customer-generator has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

At no time shall the Cooperative be required to convert the Net Billing Credit to cash. If a customer-generator closes his account, no cash refund for residual Net Metering Credits shall be paid. Net Metering Credits are not transferable between customers or locations.

## 9. Impact Studies and System Modifications

As part of the process of accommodating the interconnection of the customer-generator's Facility to the Cooperative distribution system, the Cooperative shall conduct an initial review that includes a meeting/discussion with the customer-generator to review the application and scope of the project. The Cooperative may conduct internal studies if deemed necessary and at no additional cost to the customer-generator, such as but not limited to the review of capacity issues, system protection, aggregate harmonics analysis, aggregate power factor, and voltage regulation. The initial review will determine if a left of the proposed project is required.

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#### **CLASSIFICATION OF SERVICE**

If a system impact study is required, the customer-generator will be advised of the estimated cost of the study and shall reimburse the Cooperative for these costs once the study is completed. Only after the customer-generator has signed the Impact Study Agreement, will the study be conducted. The impact study shall evaluate, in detail, the impact of the proposed interconnection on the safety and reliability of the Cooperative's distribution system, and assesses whether any system modifications are required for interconnection. When construction, modifications, or upgrades to the distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator shall reimburse the Cooperative for all costs incurred. Once the customer-generator has NOFLLE reimbursed the Cooperative for any costs of system modifications (if required), the interconnection process will proceed.

## 10. Interruption or Reduction of Deliveries

The Cooperative may require the customer-generator to interrupt or reduce deliveries as follows: a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Cooperative's equipment or system; or, b) if the Cooperative determines in its sole discretion that curtailment, interruption, or reduction is necessary because of emergencies, abnormal system operation, faulted conditions, or compliance with prudent electrical practices. Whenever possible, the Cooperative shall give the customer-generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.

Notwithstanding any other provision of this Agreement, if at any time the Cooperative determines that either:

- the generating facility may endanger Cooperative personnel, or,
- the continued operation of customer-generator's generating facility may endanger the integrity of Cooperative's electric system,

The Cooperative shall have the right to disconnect the customer-generator's Facility from the Cooperative's distribution system. The customer-generator's Facility shall remain disconnected until such time as the Cooperative is satisfied that the above-referenced condition(s) have been corrected.

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## 11. Indemnity and Liability

The customer-generator hereby indemnifies and agrees to hold harmless and release the Cooperative and its officers, employees, contractors, and agents and each of the heirs, personal representatives, successors, and assigns of any of the foregoing (collectively, the "Indemnitees") from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments, and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to, or arising out of, or in connection with: a) any failure or abnormality in the operation of the customer's generating Facility or any related equipment; b) any failure of the customer-generator to comply with the standards, specifications, or requirements referenced in this Agreement which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the generating facility; c) any failure of the customer-generator duly to perform or observe any term, provision, covenant, agreement, or condition hereunder to be performed or by or on behalf of the customer or d) any negligence or intentional misconduct of customer related to the operation of the generating system or any associated equipment or wiring.

The customer-generator shall, upon the Cooperative's request, defend any suit asserting a claim covered by this indemnity. The customer-generator shall pay all costs (including reasonable attorneys' fees and costs) that may be incurred by the Cooperative in enforcing this indemnity.

## 12. Liability Insurance

The customer-generator shall maintain general liability insurance coverage (through a homeowner's, commercial, or other policy) against a loss arising from the use or operation of the customer-generator Facility with minimum limits of \$300,000 per occurrence/\$300,000 aggregate combined single limit for personal injury, bodily injury, including death and property damage. Prior to interconnection, the customer-generator shall submit evidence of such insurance to the Cooperative with the Application for Net Metered Electrical Generation Service. The Cooperative's receipt of evidence of liability insurance does not imply an endorsement by the Cooperative of the terms and conditions of the coverage.

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CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 113
CLASSIFICA	TION OF SERVICE

All inverters and associated interconnection equipment shall have been tested by a Nationally Recognized Testing Laboratory as having met the testing requirements of IEEE Standard 1547. Inverters and associated interconnection equipment listed for generating facility application (up to the size range covered by this Agreement and the Net Energy Metering tariff) listed on the following websites are hereby approved for application and installation under the terms of this Agreement and the terms of the Net Energy Metering Tariff:

## **List of Approved Equipment**

13. Equipment Certification

http://www.dps.state.ny.us/SIRDevices.PDF

http://www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm http://www.consumerenergycenter.org/cgi-bin/eligible\_inverters.cgi http://www.consumerenergycenter.org/cgi-bin/eligible\_pvmodules.cgi



## 14. Testing and Testing Records

The customer-generator shall provide to the Cooperative all records of testing. These records shall include testing at the start of commercial operation and periodic testing thereafter. Factory testing of the protective systems shall be acceptable. In the case of a factory test, the customer-generator shall provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed are to be approved by the Cooperative prior to operating in parallel with the Cooperative's distribution system.

## 15. Rights of Access

The Cooperative may send an employee, agent, or contractor to the premises of the customergenerator at any time whether before, during, or after the time the Facility first produce energy to inspect the Facility and observe the Facility's installation, commissioning (including any testing), startup, operation, and maintenance. At any time the Cooperative, its employees, agents, or contractors shall have access to the customer-generator's premises for this or any other reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customers.

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 4/1/2005 PURSUANT TO 807 KAR 5:011
DATE OF ISSUE February 25, 2005	DATE	FFECTIVE SECTION PULL (4.) 2005
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE O	COMMISSI	Executive Director

## FOR ENTIRE TERRITORY SERVED

Community, Town or City

	Con	imiumity, Town of C	ну
P.S.C. KY. NO.			
CLARK ENERGY COOPERATIVE, INC.	Original	SHEET NO	114
CLASSIFICAT	TION OF SERVICE		
16. Capacity Limit			
This Agreement only applies to one or more places customer-generator and having a total installed total site capacity of a generating facility previous Agreement exceed this capacity limit, the customer Agreement. In this case, the provisions of Art	d capacity of up to 15 iously covered under omer-generator is the	kW. If at any ti the terms of this en in default of the	me the
17. Disconnection of Facilities			
The Cooperative maintains the right to discome Facility, and suspend service, in cases where conceptatives' distribution system, or other progenerator's Facility poses an immediate dange operation of the Cooperative's distribution system with no prior notice. In other provided with an opportunity to correct the situ unplanned outage of the distribution system services Cooperative shall have the right to suspend services system to effect repairs on the system; in this conferts to provide the customer-generator with	continued operation reporty. If the operation of the persons or the persons or the persons, the Facility mather cases, the custom unation prior to discoverying the customer-pervice and disconnect case, the Cooperative reasonable prior not	may endanger per on of the custom ublic, or the safe y be disconnected ner-generator will nnection. During generator's Facility from a shall use its reactice.	rsons, the errand stable d from the l be g an lity, the n the sonable
The customer-generator shall disconnect the fa shall have the right to disconnect the Facility f generator's default under the terms of this Agr	from the system, in the	he case of custom	
18. Default			2000
Any one or more of the following acts or omis an event of default hereunder:	ssions of the custome	er-generator shall	constitute
• Failure to comply with the capacity limit of	of this Agreement;		
• Failure to maintain the requisite levels of l	iability insurance in	full force;	
<ul> <li>Failure to install, operate and maintain the applicable standards, rules, regulations and</li> </ul>		n accordance wit	h all
<ul> <li>Failure to maintain any records, or submit and/or,</li> </ul>	any reports or test re	esults required he LIC SERVICE C OF KENTU	OMMISSION
Failure to perform any of the other covena		f this <b>Agreeroem</b> 4/1/2005	Æ
DATE OF ISSUE February 25, 2005	DATE EFFECTI	URSUANT TO 807 VESECTION PROPERTY   SECTION PROP	i(1) 2005

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

ISSUED BY \_\_\_

**Executive Director** 

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	P.S.C. KY. NO	
CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO	115

#### CLASSIFICATION OF SERVICE

Upon the occurrence of any of these events of default, the Cooperative may take any one, or more, or all, of the following actions:

Give the customer-generator a written notice specifying the event of default and requiring it to be remedied within thirty (30) days from the date of notice;

If the event of default is not timely remedied, a) terminate this agreement, effective two (2) days after giving the customer-generator notice of termination, and b) disconnect the Facility in accordance with the provisions of Article 17.

## 19. Metering

Metering equipment shall be capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the customer-generator and from the customer-generator to the Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the customer-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement currently in place. If the customer-generator's existing electrical meter is not capable of registering the flow of electricity in two directions, the customer shall be responsible for all expenses involved in purchasing and installing a meter (or meters) that is able to register electricity flow in two directions. All metering shall be capable of working with any automatic meter reading systems used by the Cooperative.

## 20. Application and Agreements

A customer-generator seeking to interconnect an eligible electric generating facility to the Cooperative's distribution system must submit to the Cooperative the following documents in addition to this Agreement:

- a. Application for Net Metered Electrical Generation Service, completed and executed, including a one-line diagram showing the configuration of the customer-generator's facility;
- b. Interconnection Agreement for Net Metering Service, executed prior to interconnection.

The Cooperative may reject an application for demonstration however, the Cooperative will work with the customer to	plereliability on safety is that will slow resolve those is a few tent
practicable.	EFFECTIVE 4/1/2005
	PURSUANT TO 807 KAR 5:011
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS	ION Executive Director

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CLARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 116	_

#### CLASSIFICATION OF SERVICE

## 21. Effective Term and Termination Rights

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) customer-generator may terminate this Agreement at any time by giving the Cooperative at least sixty (60) days' written notice; (b) Cooperative may terminate upon failure by the customer-generator to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) the Cooperative may terminate by giving the customer-generator at least thirty (30) days notice in the event that there is a material change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or of any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the system.

## 22. Severability

If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

### 23. Amendment

This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties.

## 24. Independent Contractors

The parties hereto are independent contractors and shall not be deemed to be partners, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

## 25. Governing Law

This Agreement shall be governed by and construed	in accordance with the laws of the State
of Kentucky. Venue for any action arising under or be in the Clark County Circuit Court.	in connection with this Agreement shall PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 4/1/2005 PURSUANT TO 807 KAR 5:011
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

**Executive Director** 

	P.S.C. KY. NO.
ARK ENERGY COOPERATIVE, INC.	Original SHEET NO. 117
CLASSIFICA	TION OF SERVICE
26. Notices	
Notices given under this Agreement are deem delivered or sent by United States certified m	ned to have been duly delivered if hand ail, return receipt requested, postage prepaid, to:
(a) If to the Cooperative: <u>Clark Energy Cooperative, Inc.</u>	
P.O. Box 748	
Winchester, KY 40392-0748	
(b) If to the customer-generator:	CANCELLED
	MAR 3 2008

The above-listed names, titles, and addresses of either party may be changed by written notification to the other.

## 27. Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. Customergenerator shall not assign this Agreement or any part hereof without the prior written consent of the Cooperative, and such consent shall be within the sole discretion of the Cooperative. Any unauthorized assignment may result in default under the terms of this Agreement.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE CO	MISSIONY Executi	ve Director

# FOR ENTIRE TERRITORY SERVED

**Executive Director** 

	Com	munity, Town or Ci	ty
	P.S.C. KY. N	O	
CLARK ENERGY COOPERATIVE, INC.	Original	SHEET NO	118
CLASSIFICAT	TON OF SERVICE		
28. Signatures/Agreement Execut	tion		
IN WITNESS WHEREOF, the Parties have ca		to be signed by	heir
respective duly authorized representatives.			
CLARK ENERGY COOPERATIVE, INC.			
BY:			
TITLE:			
DATE:			
[CUSTOMER-GENERATOR NAME]			ANCELLED
BY:		M	AD 2 coss
TITLE:		184	AR 3 2008
DATE:			
	DUDU	C CEDVICE C	MANGGIONI
	POBLI	C SERVICE CO OF KENTUC	
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,	For All Are	eas Served
	Community,	Town or City
	P.S.C. No.	Original
		SHEET NO. 120
Clark Energy Cooperative Inc. Name of Issuing Corporation	CANCELLING	P.S.C. NO
CLASSIFICATION OF SERVICE		
Touchstone Energy Home Prog	ram	
Purpose The Touchstone Energy Home Program ("Program") is a conserve the sale of more energy-efficient homes. It is based on Ena nationally recognized symbol of energy efficiency and quajointly by the U.S. Environmental Protection Agency (EPA) as Energy (DOE).	<i>ergy Star</i> st lity develor	candards for homes, ped and operated
Availability This program is available in all service territory served by Inc. (Clark Energy).	y Clark Ener	CANCELLED  gy Cooperative,  MAR 3 2008
Eligibility To qualify as a Touchstone Energy Home under this program, located in the service territory of Clark Energy and meet including additional floor, wall and ceiling insulation electric heat pump.	the Energy	y Star standards by
Rebate East Kentucky Power Cooperative, Inc. ("EKPC") and Clark provide an incentive to retail customers to build or purc Clark Energy may elect to offer a rebate of up to \$250 f match the rebate offered by the member system cooperative resulting in a maximum rebate of \$500 for each participant participant upon written certification that the newly constant standards.	hase a Touc or each par ve up to . Rebates w	hstone Energy home ticipant. EKPC wil a maximum of \$250 ill be paid to eac
Annual Reports Clark Energy Cooperative, Inc., in coordination with East Inc., will submit annual reports on the Program that contathe annual costs, including the costs of the rebates, provision. Clark Energy, in coordination with EKPC, will 30, 2008, and annually thereafter if the Program is continuous.	in the numb and the st file the f	er of participants atus of the rebate irst report by June

Term

The Touchstone Energy Home Program will remain in effect through 2009. If Clark Energy should decide to continue the entire program beyond 1009, an application for approval from the Kentucky Public Service Commission will be filed by Coerdination with FKPC 6 months prior to the date of continuation.

OF KENTUCKY

DATE OF ISSUE: November 20, 2007 DATE EFFECTIVE: Service rendered on 3, after Sept 18, 20			EFFECTIVE
	DATE OF ISSUE: November 20, 2007	7 DATE EFFECTIVE: Service	
SECTION 9 (1)	ISSUED BY: Jaul & Enl	TITLE: Pres	sident PURSUANT TO 807 KAR 5:011

Issued by authority of an Order of the Public Service Commission of Kentucky in

Case No.: 2006-00547 Dated: September 18, 2007

**Executive Director** 

	For All Areas Served
	Community, Town or City
	P.S.C. No.
	Original SHEET NO.129
Clark Energy Cooperative Inc.	CANCELLING P.S.C. NO
	SHEET NO

#### CLASSIFICATION OF SERVICE

## Direct Load Control of Water Heaters Program

## **Direct Load Control of Air-Conditioners Program**

### Purpose

The Direct Load Control of Water Heaters and Air Conditioners will encourage the reduction in growth of peak demand, enabling Clark Energy Cooperative, Inc. ("Clark Energy") to utilize its system more efficiently and defer the construction of new generation by its supplier, East Kentucky Power Cooperative ("EKPC").

## Availability

Both the Direct Load Control of Water Heaters Program and the Direct Load Control of Air Conditioners Program are available to residential customers in the service territories of Clark Energy. Availability may be denied where, in the judgment of Clark Energy, installation of the load control equipment is impractical.

#### Eligibility

To qualify for these Programs, the participant must be located in the service territory of Clark Energy and have central air conditioning or heat pump units and/or 40-gallon (minimum) electric water heating units. The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff.

## Incentive - Direct Load Control of Water Heaters Program

Clark Energy will provide an incentive to the participants in this program. Clark Energy will credit the residential power bill of the participant \$10.00 per water heater each year. The participant will receive this credit regardless of whether the water heater is cycled.

#### Incentive - Direct Load Control of Air-Conditioners Program

2008-00161

Clark Energy will provide an incentive to the participants in this pro-	
alternatives. One, Clark Energy will credit the residential pow	er bill of the participant \$20.00 per air
conditioner (\$5 per summer months, June, July, August, and Septem	n bePUBWIÇ BIERWIGHYÇEKAYÜ,SBI BEKA'I
	OF KENTUCKY -
	EFFECTIVE
DATE OF ISSUE May 23, 2008 DATE EFF	E(CTIVE June6/2/2002008
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Clark Energy Cooperative Inc.  Name of Issuing Corporation  CANCELI	ING P.S.C. NO
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#### CLASSIFICATION OF SERVICE

of Clark Energy, will provide and install at no cost a digital thermostat for the participant. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is controlled during the month.

## Time Period for the Direct Load Control of Water Heaters Program

A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of four hours per occurrence.

EKPC will cycle the water heaters only during the hours listed below.

Months
October through April

May through September

Hours Applicable for Demand Billing - EST

6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m. 10:00 a.m. to 10:00 p.m.

## Time Period for the Direct Load Control of Air Conditioners

A load control device (switch or thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified (by cycling the unit off for periods of time up to 15 minutes, or by adjusting the temperature setting on the thermostat) to reduce demand on the system.

EKPC will control the air conditioning units and heat pumps only during its summer on-peak billing hours listed below.

Months
May through September

Hours Applicable for Demand Billing - EST 10:00 a.m. to 10:00 p.m.

ı	PUBLIC SERVICE COMMISSION
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	EFFECTIVE
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Name of Officer	
	12/8/
Issued by authority of an Order of the Publ	ic Sex Lephania Funda, Executive Ditector
Case No. 2008-00161 dated May	

For All Areas Served Community, Town or City
P.S.C. No
Original SHEET NO. 131
CANCELLING P.S.C. NO
SHEET NO.

PUBLIC SERVICE COMMISSION

Clark Energy Cooperative Inc. Name of Issuing Corporation

#### CLASSIFICATION OF SERVICE

## **Terms and Conditions**

- 1. If a participant decides to withdraw from the program(s) or change to another load control option, Clark Energy will endeavor to implement the change as soon as possible.
- 2. Prior to the installation of load control devices, Clark Energy may inspect the participant's electrical equipment to insure good repair and working condition, but Clark Energy shall not be responsible for the repair or maintenance of the electrical equipment.
- 3. Clark Energy will install, own, and maintain the load management devices controlling the participant's air conditioner or water heater. The participant must allow Clark Energy reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Clark Energy to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at Clark Energy's option, result in discontinuance of credits under this tariff until such time as Clark Energy is able to gain the required access.

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DATE OF ISSUE May 23, 2008 DATE	<b>EFFECTIVE</b> June6/2/202008
Day ()	PURSUANT TO 807 KAR 5:011
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Name of Officer	
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2000 00161 dated Mark	

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