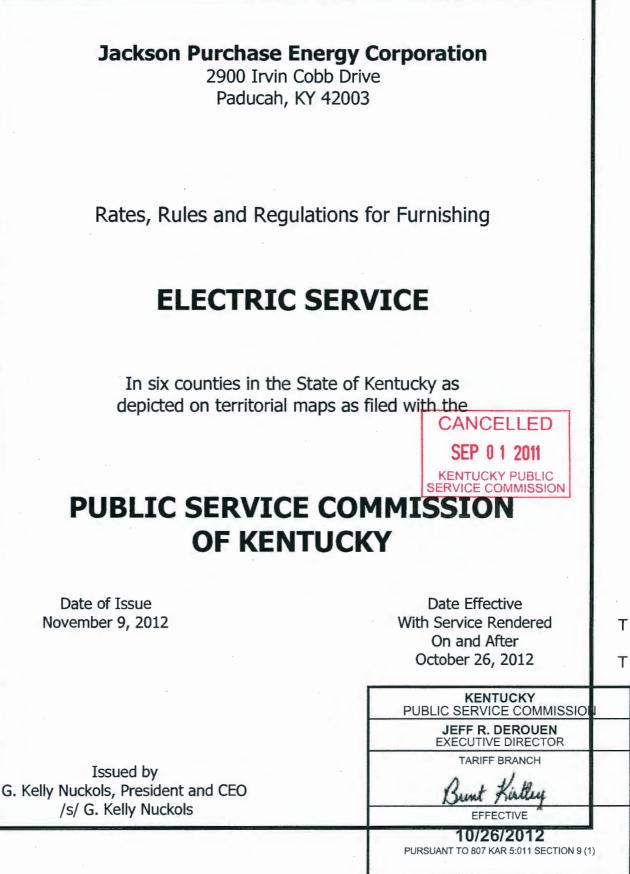
P.S.C. No. 11 Canceling P.S.C. No. 10





SCHEDULE OF RATES

SHEET NO. 1

CANCELLING P.S.C. KY NO. 10

SHEET NO. 1

### GENERAL INDEX

## RULES AND REGULATIONS

Section 1 – Schedule of Rates	Page Number	<b>Effective Date</b>	
R - Residential	4	September 1, 2011	
C-1 - Small Commercial Single Phase	7	September 1, 2011	
C-3 - Small Commercial Three Phase	9	September 1, 2011	
OL - Outdoor Lighting	11	September 1, 2011	
D - Commercial and Industrial Demand Less Than 3,000 kW	14	September 1, 2011	
I-E - Large Commercial and Industrial – Existing	18	June 25, 2008	
L - Large Commercial and Industrial 3,000-5,000 kW	22	June 25, 2008	
L-E - Large Industrial Member Expansion	26	June 25, 2008	
Non-Recurring Fees	27	September 17, 2010	
NM - Net Metering	28	June 25, 2008	
SPC-A - Small Power Production or Cogeneration Less Than 100 kW	56	June 25, 2008	
SPC-B - Small Power Production or Cogeneration Greater Than 100 kW	57	June 25, 2008	
CTAT - Cable Television Attachment Tariff	74	June 25, 2008	
BRTC - Ballard Rural Telephone Cooperative Corporation, Inc. Tariff	83	June 25, 2008	
DSM 01 - High Efficiency Lighting Replacement Program	91	October 26, 2012	Т
DSM 02 - ENERGY STAR® Clothes Washer Replacement Incentive Program	92	October 26, 2012	Т
DSM 03 - ENERGY STAR <sup>®</sup> Refrigerator Replacement Incentive Program	93	October 26, 2012	Т
DSM 04 - Residential High Efficiency Heating, Ventilation and Air	94	October 26, 2012	Т
Conditioning ("HVAC") Program			_
DSM 05 - Touchstone Energy <sup>®</sup> New Home Program	96	October 26, 2012	Т
DSM 06 - Residential and Commercial HVAC & Refrigeration Tune-Up Program	98	October 26, 2012	т
DSM 07 - Commercial/Industrial High Efficiency Lighting Replacement	99	October 26, 2012	т
Incentive Program			
Section 2 – Power Curtailment	Page Number	<b>Effective Date</b>	
Power Curtailment Procedure	101	June 25, 2008	

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARET BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SCHEDULE OF RATES

FOR	Jackson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
P.S.C.	KY NO. 11

\_\_\_\_\_ SHEET NO. \_2\_\_\_\_

CANCELLING P.S.C. KY NO. 10

SHEET NO. 2

RULES AND REGULATIONS

### **GENERAL INDEX**

#### Section 3 – Adjustment and Riders Page Number **Effective Date** Franchise Fee 105 June 25, 2008 107 June 25, 2008 School Tax FAC - Fuel Adjustment Clause 108 July 17, 2009 ES - Environmental Surcharge 110 July 17, 2009 July 17, 2009 USAC - Unwind Surcredit Adjustment Clause 112 RA - Rebate Adjustment July 17, 2009 114 MRSM - Member Rate Stability Mechanism July 17, 2009 116 **RER - Rural Economic Reserve** 118 July 17, 2009 PPA - Non-Smelter Non-FAC Purchase Power Adjustment 120 September 1, 2011 G-1 - Renewable Resource Energy Service 122 September 1, 2011 Page Number **Effective Date** Section 4 – Rules and Regulations Members Bill of Rights 127 June 25, 2008 129 June 25, 2008 Scope June 25, 2008 Revisions 129 Supersede Previous Rules and Regulations 129 June 25, 2008 129 June 25, 2008 Service Area June 25, 2008 Availability 129 June 25, 2008 Availability of Service to Delinquent Member 130 Application for Electric Service 130 June 25, 2008 Membership 130 June 25, 2008 Continuity of Service 130 June 25, 2008 Easements 131 June 25, 2008 June 25, 2008 **Right of Access** 131 No Prejudice of Rights 131 June 25, 2008 Non-Standard Service 132 June 25, 2008 Billing 132 June 25, 2008 June 25, 2008 133 Deposits

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





SCHEDULE OF RATES

FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO. 11		

SHEET NO. 3

CANCELLING P.S.C. KY NO. 10

\_\_\_\_\_ SHEET NO. \_\_3\_\_\_\_

GENERAL INDEX

# RULES AND REGULATIONS

Section 4 – Rules and Regulations continued	Page Number	<b>Effective Date</b>
Levelized Billing	134	June 25, 2008
Partial Payment Plan	135	June 25, 2008
Location of Meters	135	June 25, 2008
Meter Tests	135	June 25, 2008
Services Performed for Members	136	June 25, 2008
Resale of Power by Members	136	June 25, 2008
Notice of Trouble	136	June 25, 2008
Point of Delivery	136	June 25, 2008
Failure of Meter to Register	137	June 25, 2008
Member's Wiring and Installation	137	June 25, 2008
Franchise Fee	138	June 25, 2008
Inspections	138	June 25, 2008
Protection of JPEC Equipment	138	June 25, 2008
Relocation of Lines	138	June 25, 2008
Voltage Fluctuations Caused by the Member	139	June 25, 2008
Refusal or Termination of Service	139	June 25, 2008
Temporary Service	141	June 25, 2008
New Service to Barns, Camps, Pumps and Miscellaneous	142	June 25, 2008
Distribution Line Extensions	142	June 25, 2008
Distribution Line Extensions to Mobile Homes	143	September 17, 2010
Extension of Underground Service and Primary	145	June 25, 2008
Connection or Reconnection of Service	147	June 25, 2008
Returned Checks	147	June 25, 2008
Monitoring of Member Usage	148	June 25, 2008
Joint Use and Attachments	149	June 25, 2008
Complaints	149	June 25, 2008

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/S/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Lackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City		
P.S.C. KY NO. <u>11</u>		
SHEET NO4		
CANCELLING P.S.C. KY NO. 10		
SHEET NO. 4		

#### RATES AND CHARGES SCHEDULE R – RESIDENTIAL

#### Applicability

Entire service territory.

#### **Availability of Service**

Available to all residential Members for use in the home and on the farm. Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances and other domestic purposes.

Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, JPEC may require as a condition precedent to the application of the residential rate that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Member, at the Member's option in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to a Member at an appropriate non-residential rate.

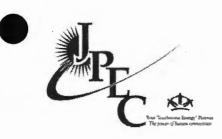
If a separate meter is used to measure the consumption to remotely located buildings, such as garages, barns, pump houses, grain bins or other outbuildings, or facilities, such as electric fences, it will be considered a separate service and be billed as a separate service at the applicable non-residential rate.

#### **Type of Service**

Single phase, 60 cycle at available secondary service voltages.

#### Rates

Facilities Charge: All Energy:	Per month Per kWh per month	\$9.43 \$0.076317
DATE OF ISSUE Nove	mber 29, 2011 Month / Date / Year	EXENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE Se	Dtember 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols		TARIFF BRANCH
G. Kelly Nuckols		Bunt Kirtley
TITLE President & CE	<u> </u>	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00	057 DATED November 17, 201	



Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C. KY NO.	11			
	SHEET NO. 5			

CANCELLING P.S.C. KY NO. 10

SHEET NO. 5

#### RATES AND CHARGES SCHEDULE R – RESIDENTIAL

#### **Delivery Point**

The delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. Normally, JPEC will furnish a meter base to the Member which shall be installed by the Member in the Member's service entrance facilities. All wiring and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Condition of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater and for smaller motors when specified by JPEC because of power line characteristics.

### Payment Terms

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### Adjustment Clauses

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	105
School Tax	Sheet	107
Fuel Adjustment Clause (FAC)	Sheet	108
Environmental Surcharge (ES)	Sheet	110
Unwind Surcredit Adjustment Clause (USAC)	Sheet	112
Rebate Adjustment (RA)	Sheet	114

DATE OF ISSUE Nove	ember 29, 2011		
	Month / Date / Year	- KENTUCKY PUBLIC SERVICE COMMISSION	
DATE EFFECTIVE Se	ptember 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
Month / Date / Year ISSUED BY/S/ G. Kelly Nuckols			
G. Kelly Nuckols		Bunt Kirtley	
TITLE Piresident & CEO		EFFECTIVE	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2011-00	0057 DATED November 17, 2011		



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 11 SHEET NO. 6 CANCELLING P.S.C. KY NO. 10

SHEET NO. 6

RATES AND CHARGES
SCHEDULE R – RESIDENTIAL

Member Rate Stability Mechanism (MRSM) Rural Economic Reserve (RER) Non-Smelter Non-FAC Purchase Power Adjustment (PPA) Sheet 116 Sheet 118 Sheet 120

DATE OF ISSUE November 29, 2011	
Movember 29, 2011 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COM	MISSION 10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November	17, 2011



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 11

 SHEET NO.
 7

CANCELLING P.S.C. KY NO. 10

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

\$10.47 \$0.077375

# RATES AND CHARGES

# SCHEDULE C-1 - SMALL COMMERCIAL SINGLE PHASE

### Applicability

Entire service territory.

#### **Availability of Service**

To general lighting and small power commercial loads served at single phase available voltage levels.

Service under this schedule will be limited to maximum loads not exceeding 25 kW. Service to existing Members with a maximum load exceeding 25 kW is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. New Members, upon demonstrating an average demand of 25 kW or greater, will be served under the appropriate rate schedule, other than this schedule.

### Type of Service

Single phase, 60 cycle at available voltages.

#### Rates

Facilities Charge:	Per month
All Energy:	Per kWh per month

#### Payment Terms

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

DATE OF ISSUE November 29, 2011	
Month / Date / Year	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 201	



Jack FOR	Jackson Purchase Energy Corp. Entire Territory Served				
Community, Town or City					
P.S.C. KY NO.	11				
	SHEET NO. 8				

CANCELLING P.S.C. KY NO. 10

SHEET NO. 8

### RATES AND CHARGES

### SCHEDULE C-1 - SMALL COMMERCIAL SINGLE PHASE

### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet
School Tax	Sheet
Fuel Adjustment Clause (FAC)	Sheet
Environmental Surcharge (ES)	Sheet
Unwind Surcredit Adjustment Clause (USAC)	Sheet
Rebate Adjustment (RA)	Sheet
Member Rate Stability Mechanism (MRSM)	Sheet
Rural Economic Reserve (RER)	Sheet
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet

### Terms and Conditions

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

#### **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE November 29, 2011	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 2011	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. <u>11</u>

\_\_\_\_\_ SHEET NO. \_ 9

CANCELLING P.S.C. KY NO. 10

\_\_\_\_SHEET NO. \_\_\_\_\_

#### RATES AND CHARGES SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

#### Applicability

Entire service territory.

#### **Availability of Service**

To general lighting and small power commercial loads served at three phase available voltage levels and not exceeding 25 kW.

#### **Type of Service**

Three phase, 60 cycle at available voltages.

### Rates

Facilities Charge:Per moAll Energy:Per kW

Per month Per kWh per month \$18.85 \$0.073468

#### **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	105
School Tax	Sheet	107
Fuel Adjustment Clause (FAC)	Sheet	108

DATE OF ISSUE November 29, 2011	
Month / Date / Year	KENTUCKY     PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 2011	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. <u>11</u>

SHEET NO. 10

CANCELLING P.S.C. KY NO. 10

\_\_\_\_\_ SHEET NO. \_\_\_\_\_\_

#### RATES AND CHARGES SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

Environmental Surcharge (ES)Sheet 110Unwind Surcredit Adjustment Clause (USAC)Sheet 112Rebate Adjustment (RA)Sheet 114Member Rate Stability Mechanism (MRSM)Sheet 116Rural Economic Reserve (RER)Sheet 118Non-Smelter Non-FAC Purchase Power Adjustment (PPA)Sheet 120

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

#### **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE November 29, 2011 Month / Date / Year	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	
ISSUED BY/S/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY' OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 2011	



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C. KY NO. 11				
	SHEET NO11			
CANC	ELLING P.S.C. KY NO. 10			

SHEET NO. 11

#### RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

#### Applicability

Applicable to any class Member.

#### **Type of Service**

JPEC will install and maintain automatic lighting fixtures and lamps for high pressure sodium (HPS) or metal halide (Metal) lamps controlled by a photo cell. Existing mercury vapor (MV) lamps will be maintained for existing Members as long as ballasts and bulbs are available but will not be offered for new applications. MV lights will be converted to equivalent high pressure sodium or metal halide lights at the applicable rates if a mercury vapor light is not repairable.

#### **Rate Per Month**

		Standard		Rate	
	Lamp	Fixture	Monthly	per	
Watts	Туре	Lumens	kWh	Unit	
175	MV	7,000	70	\$8.65	
400	MV	20,000	145	\$13.39	
100	HPS	8,000	40	\$8.32	
250	HPS	23,000	95	\$11.54	
250	HPS - Flood	23,000	95	\$12.13	
175	Metal	14,000	72	\$14.08	
150	Metal	13,000	63	\$13.64	
400	Metal	34,000	163	\$20.50	
1,000	Metal - Flood	110,000	367	\$30.37	

#### **Terms of Payment**

The above terms are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply.

DATE OF ISSUE November 29, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 2011	







FOR Lackson Purchase FOR Entire Territo Community, To	bry Served
P.S.C. KY NO. 11	
SHEET NO.	12
CANCELLING P.S.C. KY NO.	_10
SHEET NO.	12

#### RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

Upon initial request for lighting, Member shall agree to a minimum service period of two (2) years. If Member disconnects the lighting service before the end of the two year period any remaining balance will be billed to the Member. This term shall apply to a new lighting installation or when an on-site trip is required to energize a previously existing light.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

JPEC will furnish and install one complete lighting unit consisting of the light fixture, arm, ballast, photo cell and lamp. Service may be installed on any existing facility owned by JPEC, other than a meter pole, or on a new lighting pole provided by JPEC, such that only one (1) pole per account and/or property location shall be used exclusively for outdoor lighting purposes. Such an exclusive lighting pole provided by JPEC shall be within one hundred fifty (150) feet of existing JPEC facilities. In the event that facilities other than the preceding items (i.e., added cost ornamental lighting and/or poles and/or additional poles) are required, the member shall pay a non-refundable contribution-in-aid of construction equal to the total additional cost incurred by JPEC for the additional facilities. Such cost shall include all added material, labor and applicable overhead costs. The contribution-in-aid of construction shall be deposited by the Member or Members based on the estimated cost of the additional facilities. When construction is completed, the Member or Members shall be billed for the actual cost of construction, and credit for advance payment shall be given.

All material provided by JPEC shall remain the property of JPEC.

Illumination shall be furnished from dusk until dawn using JPEC's best efforts. Outages or malfunctions of the light should be reported as promptly as possible by the Member.

Maintenance to JPEC facilities (including lamp, ballast, standard globe, standard shade and photo cell replacements, and/or pole) will be performed by JPEC without cost during normal work hours. The Member or Members are responsible for painting of any ornamental fixtures or will reimburse JPEC for any painting requested by the Member or Members. JPEC may require pre-payment before painting is performed.

DATE OF ISSUE June 7, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512 DATED May 31, 2011	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO11		
SHEET NO		
CANCELLING P.S.C. KY NO. 10		
SHEET NO		

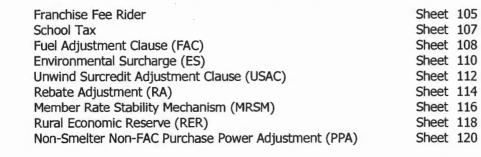
#### RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

Any damage to the lamps, luminaries and other equipment resulting from actions other than those performed by JPEC personnel may be charged to the Member or Members at cost, on a separate invoice, if not reimbursed to JPEC by a third party.

JPEC will not mount light fixtures on a meter pole.

### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:



DATE OF ISSUE November 29, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/201;2</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 2011	





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 14

CANCELLING P.S.C. KY NO. 10

SHEET NO. 14

### RATES AND CHARGES

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

#### Applicability

Entire service territory.

#### **Availability of Service**

To commercial and industrial Members with maximum single or three phase load greater than 25 kW and less than 3,000 kW.

Members, upon demonstrating a billed demand of 3,000 kW or greater in two (2) months of any consecutive thirteen (13) month period, will be served under the appropriate (excluding this) rate schedule and shall remain on that schedule for a minimum of twelve (12) consecutive months. For the first billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the existing rate. For the second billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the appropriate (excluding this) rate schedule.

#### **Type of Service**

Single phase or three phase, 60 cycle at available voltages.

#### Rates

Facilities Charge:	Per month	\$36.66
Demand Charge:	Per kW per month	\$6.81
Energy:		
First	200 kWh per kW per month	\$0.047103 per kWh per month
Next	200 kWh per kW per month	\$0.039457 per kWh per month
Next	200 kWh per kW per month	\$0.035571 per kWh per month
Over	600 kWh per kW per month	\$0.031800 per kWh per month

DATE OF ISSUE November 29, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17,	201



FOR	Jac	kson Purchase Entire Territo	e Energy Corp. ory Served
	C	Community, To	own or City
P.S.C.	KY NO.	11	
		SHEET NO.	15
CANCE	ELLING P	.S.C. KY NO.	10

SHEET NO. 15

### RATES AND CHARGES

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

The monthly billing shall be the sum of the Facilities Charge, Demand Charge, Energy Charge, any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand shall be the maximum integrated thirty (30) minute demand of the Member at the Member's delivery point as indicated or recorded by a demand meter. Member shall maintain a power factor at the delivery point as nearly practical to unity (100%). Power factor during normal operation may range from unity to ninety percent (90%). If Member's power factor is less than ninety percent (90%) at time of maximum load, JPEC reserves the right to adjust the maximum monthly metered demand for billing purposes in accordance with the following formula:

Monthly Billing Demand (kW) = <u>Maximum Actual Measured Demand (kW) X 90%</u> Power Factor (%)

### Monthly Demand Charge

The monthly demand charge under this schedule shall be determined from the greater of (1), (2), (3) or (4), except as noted below:

- 1. The maximum kW demand registered in the current billing period applied to current demand charge.
- 2. The maximum power factor adjusted demand registered in the current billing period applied to current demand charge.
- 3. The capacity charge based on the applicable installed transformer capacity in accordance with the following formula:

Capacity Charge = Installed Transformer Capacity (kW) X \$1.00 per kW

4. Twenty percent (20%) of the agreement or contract capacity, based on the expected or requested maximum kW demand upon the system, applied to current demand charge.

DATE OF ISSUE June 7, 2011	KENTÜCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY/s/ G. Kelly Nuckols	
G. Keliy Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512 DATED May 31, 2011	



FOR	Jackson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
P.S.C.	KY NO11

SHEET NO. <u>16</u>

CANCELLING P.S.C. KY NO. 10

SHEET NO. 16

### RATES AND CHARGES SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

For Members who receive service at primary voltage (7,200 volts or greater), 3. above shall not be applicable and the factor in 4. above shall be ten percent (10%).

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics. All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

### **Delivery Point**

The point of delivery of electric power and energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. JPEC may furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities. The Member's conductors may be terminated by JPEC at a location as determined by JPEC.

#### **Primary Service**

A two and one-half percent (2  $\frac{1}{2}$ %) primary discount will be applied to rates in the bill, including minimum charge, of any primary delivery Member who has a demand of 100 kW or more during the billing period. For those Members with demand less than 100 kW, two and one-half percent (2  $\frac{1}{2}$ %) primary discount shall not be applicable in order to offset the additional equipment costs of the primary metering installation. Primary service under this rate schedule is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE June 7, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512 DATED May 31, 2011	



FOR	Jackson Purchase Energy Corp. Entire Territory Served	
	Community, Town or City	
P.S.C.	KY NO. 11	

SHEET NO. 17

CANCELLING P.S.C. KY NO. 10

SHEET NO. 17

### **RATES AND CHARGES**

### SCHEDULE D -- COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 KW

### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	105
School Tax	Sheet	107
Fuel Adjustment Clause (FAC)	Sheet	108
Environmental Surcharge (ES)	Sheet	110
Unwind Surcredit Adjustment Clause (USAC)	Sheet	112
Rebate Adjustment (RA)	Sheet	114
Member Rate Stability Mechanism (MRSM)	Sheet	116
Rural Economic Reserve (RER)	Sheet	118
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet	120

### Payment Terms

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE June 7, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512 DATED May 31, 2011	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 18

CANCELLING P.S.C. KY NO. 10

SHEET NO. 18

### RATES AND CHARGES

#### SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

#### Applicability

Entire service territory.

#### **Availability of Service**

To existing Members as of the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members with maximum load greater than 3,000 kW and less than 10,000 kW contracting for service under terms and conditions set forth in the Large Industrial Customer Tariff of Big Rivers Electric Corporation.

The Member will continue to be billed under this rate schedule until such time as the billed demand for the Member is less than 3,000 kW for twelve (12) consecutive months.

Service under this schedule will be limited to maximum loads not exceeding 10,000 kW. Members with new or increased load requirements that exceed 10,000 kW will have a rate developed as part of their agreement or contract based upon their electrical characteristics.

#### Type of Service

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jac FOR	kson Purchase Energy Corp. Entire Territory Served
C	ommunity, Town or City
P.S.C. KY NO.	11
	SHEFT NO 19

CANCELLING P.S.C. KY NO. 10

SHEET NO. 19

### RATES AND CHARGES

SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- 2. Member's service characteristics shall meet the qualifications for service specified in the Big Rivers Large Industrial Customer Tariff.
- 3. It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### **Monthly Charges**

Service Charge:	Per month	\$314.24
Demand Charge:	First 3,000 kW of billing demand per month	\$36,137.45
	All additional kW per kW per month	\$12.05
All Energy:	Per kWh per month	\$0.028870

#### Minimum Monthly Charge

The minimum monthly charges under this rate shall be the sum of the monthly Service Charge (\$320.30) and \$36,834.06 where 3,000 kVA or less of transformer capacity is required. For Members requiring more than 3,000 kVA of transformer capacity, the minimum monthly charge shall be increased by \$1.00 for each kVA or fraction thereof required above 3,000 kVA. Where it is necessary to extend or reinforce facilities in excess of standard service facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities of one and one-half percent (1 1/2%) per month of the total cost of the excess facilities as a facilities charge for which no power and energy would be delivered. Any applicable Adjustment Clause, and applicable taxes shall be in addition to the charges above.

#### **Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end

DATE OF ISSUE November 29, 2011	- KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Katley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 201	



Jac FOR	Jackson Purchase Energy Corp. R Entire Territory Served	
C	Community, Town or City	
P.S.C. KY NO.		
	SHEET NO. 20	

CANCELLING P.S.C. KY NO. 10

SHEET NO. 20

### RATES AND CHARGES

#### SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =

Maximum Actual Measured Demand (kW) X 90% Power Factor (%)

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC will provide investment in facilities up to \$11.00 per kW times the estimated or known average twelve (12) month billing demand. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment in excess of the base amount.

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Communit	y, Town or City	
P.S.C. KY NO. <u>11</u>		
SHEET I	NO. <u>21</u>	
CANCELLING P.S.C. KY	NO. <u>10</u>	
SHEET I	NO. <u>21</u>	

#### RATES AND CHARGES SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	105
School Tax	Sheet	107
Fuel Adjustment Clause (FAC)	Sheet	108
Environmental Surcharge (ES)	Sheet	110
Unwind Surcredit Adjustment Clause (USAC)	Sheet	112
Rebate Adjustment (RA)	Sheet	114
Member Rate Stability Mechanism (MRSM)	Sheet	116
Rural Economic Reserve (RER)	Sheet	118
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet	120

#### Payment Terms

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE	November 29, 2011	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY <u>/s/ G</u>	Month / Date / Year . Kelly Nuckols G. Kelly Nuckols	Bunt Kutley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	11-00057 DATED November 17, 2011	



	Jackson Purchase Energy Corp.
FOR	Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 22

CANCELLING P.S.C. KY NO. 10

SHEET NO. 22

### RATES AND CHARGES

#### SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### Applicability

Entire service territory.

### **Availability of Service**

To new Members or Members changing rate class after the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members demonstrating a maximum load of at least 3,000 kW and less than 5,000 kW.

The Member will execute a service agreement or contract with JPEC as approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

Service under this schedule will be limited to maximum loads not exceeding 5,000 kW. Members with new load requirements that exceed 5,000 kW or existing Members with increased load requirements that exceed 5,000 kW above the historical load level will have a rate developed as referenced in Schedule L-E.

#### **Type of Service**

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ISSUE Augus	t 15, 2009	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June	25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-001	16 DATED June 17, 2008	



FOR Entire Territory Served Community, Town or City

P.S.C. KY NO. <u>11</u>

SHEET NO. 23

CANCELLING P.S.C. KY NO. 10

SHEET NO. 23

### RATES AND CHARGES

SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- 2. It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### Monthly Charges

Service Charge:	Per month	\$314.24
Demand Charge:	Per kW per month	\$11.84
All Energy:	Per kWh per month	\$0.028870

The monthly billing shall be the sum of the Service Charge, Demand Charge, Energy Charge, Facilities Charge (if any), any applicable Adjustment Clause, and applicable taxes.

### Determination of Billing Demand

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =

Maximum Actual Measured Demand (kW) X 90% Power Factor (%)

DATE OF ISSUE November 29, 2011	- KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	- 0 11.
G. Kelly Nuckols	Burt Kirtley
TITLE President & CEO	_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 201	



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served		
С	Community, Town or City		
P.S.C. KY NO.	11		
	SHEET NO.	24	

CANCELLING P.S.C. KY NO. 10

SHEET NO. 24

### RATES AND CHARGES

#### SCHEDULE L -- LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC may provide facilities to fulfill the estimated or known average twelve (12) month billing demand of the Member. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment. The Member may elect to provide its own facilities and JPEC will not bill for any facilities charges.

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	105
School Tax	Sheet	107
Fuel Adjustment Clause (FAC)	Sheet	108
Environmental Surcharge (ES)	Sheet	110
Unwind Surcredit Adjustment Clause (USAC)	Sheet	112
Rebate Adjustment (RA)	Sheet	114
Member Rate Stability Mechanism (MRSM)	Sheet	116

DATE OF TOOLE	1	
DATE OF ISSUE	November 29, 2011	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
<u></u>	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	1-00057 DATED November 17, 2011	



FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 11

SHEET NO. 25

CANCELLING P.S.C. KY NO. 10

\_\_\_\_\_ SHEET NO. \_25\_\_\_\_\_

Sheet 120

### RATES AND CHARGES SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

Non-Smelter Non-FAC Purchase Power Adjustment (PPA)

#### **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE November 29, 2011	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED November 17, 2011	



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served			
(	Community, Town or City			
P.S.C. KY NO.	11			
	SHEET NO. 2	6		
CANCELLING P	S.C. KY NO.	10		

\_\_\_\_ SHEET NO. \_\_\_\_\_26

### RATES AND CHARGES

#### SCHEDULE L-E - LARGE INDUSTRIAL MEMBER EXPANSION

#### **Applicability**

This rate shall apply to those power requirements of any Member with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.

#### **Conditions of Service**

Service hereunder shall be subject to the following conditions:

- 1. The Member must execute a written agreement or contract for electric service or amend an existing agreement or contract; and
- 2. The Member's service characteristics must qualify all or some portion of the Member's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and
- 3. It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Customer Expansion Tariff.

#### **Monthly Rate**

A. Wholesale Power Cost:

An annual amount equal to all monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rates for wholesale electric service (including transmission service) hereunder.

B. Retail Adders:

Retail Adders shall be determined on a case-by-case basis for that portion of each Member's load served under this tariff.

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	i. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED June 17, 2008	





FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C.	KY NO. <u>11</u>			
	SHEET NO	_		
CANC	ELLING P.S.C. KY NO. <u>10</u>			

SHEET NO. 27

### RATES AND CHARGES NON-RECURRING FEES

### Applicability

Entire service territory.

### **Availability of Service**

Non-recurring fees are fees to members due to a specific request or action for certain types of service activity for which, when the activity is completed, no additional fees may be incurred. Such fees are intended to be limited in nature and to recover the specific cost of the activity.

#### <u>Rates</u>

Collection Fee	\$20.00
Returned Check Fee	\$20.00
Connection or Reconnection (Regular Hours) Fee	\$25.00
Connection or Reconnection (After Hours) Fee	\$75.00
Meter Test Request Fee	\$35.00
Meter Pole Perpetual Lease Fee	\$100.00

DATE OF ISSUE	September 27, 2010		
	Month / Date	e / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 17, 2010	te / Year	JE:FF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols		Bunt Kirtley	
TITLE Aresident & CEO		EFFECTIVE	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	9-00451 DATED S	September 17, 2010	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City	
P.S.C. KY NO11	
SHEET NO28	
CANCELLING P.S.C. KY NO. 10	
SHEET NO28	

#### RATES AND CHARGES SCHEDULE NM - NET METERING

#### Applicable

To entire territory served.

### Available

Net Metering is available to eligible Member-generators in Jackson Purchase Energy Corporation's (JPEC's) service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of JPEC's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of JPEC's single hour peak load during the previous year, upon Commission approval, JPEC's obligation to offer net metering to a new Member-generator may be limited. An eligible Member-generator shall mean a retail electric Member of JPEC with a generating facility that:

- 1. Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2. Has a rated capacity of not greater than thirty (30) kilowatts;
- 3. Is located on the Member's premises;
- 4. Is owned and operated by the Member;
- 5. Is connected in parallel with JPEC's electric distribution system; and
- 6. Has the primary purpose of supplying all or part of the Member's own electricity requirements.

At its sole discretion, JPEC may provide Net Metering to other Member-generators not meeting all the conditions listed above on a case-by-case basis.

The term "Member" hereinafter shall refer to any Member requesting or receiving Net Metering services under this tariff.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/S/_ G. Kelly Nuckols	
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	





Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO.	11	
	SHEET NO.	29
CANCELLING P	.S.C. KY NO.	10
	SHEET NO.	29

#### RATES AND CHARGES SCHEDULE NM - NET METERING

#### Metering

JPEC shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in JPEC's Commission-approved base rates.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

#### Billing



- 1. The amount of electricity billed to the Member shall be calculated by taking the difference between the electricity supplied by JPEC to the Member and the electricity generated and fed back by the Member. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the Member shall be net-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 with the Member then currently in place.
- 2. If the electricity supplied by JPEC exceeds the electricity generated and fed back to JPEC during the billing period, the Member shall be billed for the net electricity supplied. If the electricity fed back to JPEC by the Member exceeds the electricity supplied by JPEC during a billing period, the Member shall be credited for the excess kilowatt-hours, and this electricity credit shall appear on the Member's next bill. Credits shall carry forward for the life of the Member-generator's account.
- 3. The energy rates, rate structure, and monthly charges shall be identical to those in the contract or tariff to which the Member would be assigned if the Member were not receiving service under this tariff.
- 4. Excess electricity credits are not transferable between Members or locations.
- 5. No cash refund for residual generation-related credits shall be paid if an account under this tariff is closed.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



Jack FOR	son Purchase Energy Corp. Entire Territory Served	
Community, Town or City		
P.S.C. KY NO.	11	
	SHEET NO. <u>30</u>	

CANCELLING P.S.C. KY NO. 10

#### RATES AND CHARGES SCHEDULE NM – NET METERING

#### APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from JPEC prior to connecting the generator facility to JPEC's system.

Applications will be submitted by the Member and reviewed and processed by JPEC according to either Level 1 or Level 2 processes defined below.

JPEC may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, JPEC will work with the Member to resolve those issues to the extent practicable.

Members may contact JPEC to check on status of an Application or with questions prior to submitting an Application. JPEC contact information can be found on the Application form. The Application may be submitted by mail to, or in person at, the address found on the Application form.

#### LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

JPEC will approve the Level 1 Application if the generating facility also meets all of the following conditions:

1. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served
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SCHEDULE NM – NET METERING
 schedule NM – Net metering

smaller of 20 kVA or the nameplate rating of the transformer.

- 3. If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4. If the generating facility is to be connected to three-phase, three wire primary JPEC distribution lines, the generator shall appear as a phase-to-phase connection at the primary JPEC distribution line.
- 5. If the generating facility is to be connected to three-phase, four wire primary JPEC distribution lines, the generator shall appear to the primary JPEC distribution line as an effectively grounded source.
- 6. The interconnection will not be on an area or spot network. Area and spot networks are systems in which multiple transformers are interconnected on the secondary side and multiple primary voltage circuits are used to feed the transformers. A spot network is typically used to serve a single building and all the transformers are in one location. An area network typically serves multiple Members with secondary conductors covering multiple city blocks and with transformers at various locations.
- JPEC does not identify any violations of any applicable provisions of Institute of Electrical and Electronics Engineers Standard 1547 (IEEE 1547), "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8. No construction of facilities by JPEC on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, JPEC, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if JPEC determines that the generating facility can be

DATE OF ISSUE August 15, 2009 Month / Date / Year	- KENTUCKY
DATE EFFECTIVE April 8, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION  JEFF R. DEROUEN  EXECUTIVE DIRECTOR
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IN CASE NO. 2008-00169 DATED January 8, 2009	





FOR Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City		
P.S.C. KY NO.		
	SHEET NO.	32
CANCELLING F	P.S.C. KY NO.	_10
	SHEET NO.	32
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#### RATES AND CHARGES SCHEDULE NM - NET METERING

safely and reliably connected to JPEC's system; or 2) deny the Application as submitted under the Level 1 Application.

JPEC shall notify the Member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, JPEC will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test. The Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generating facility installation and schedule an inspection or as otherwise agreed to by JPEC and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless JPEC expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to noncompliance with any provision in the Application and JPEC approval, the Member shall not operate the generating facility until any and all noncompliance is corrected and re-inspected by JPEC.

If the Application is denied, JPEC will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

#### LEVEL 2

A Level 2 Application is required under any of the following:

1. The generating facility is not inverter based;

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
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G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	





	Jackson Purchase Energy Corp. DR Entire Territory Served	
Community, Town or City		
P.S.C. KY NO. <u>11</u>		
SHEET NO.	33	
CANCELLING P.S.C. KY NO.	10	

SHEET NO. 33

### RATES AND CHARGES SCHEDULE NM – NET METERING

- 2. The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3. The generating facility does not meet one or more of the additional conditions under Level 1.

JPEC will approve the Level 2 Application if the generating facility meets JPEC's technical interconnection requirements, which are based on IEEE 1547. JPEC shall make its technical interconnection requirements available online and upon request.

JPEC will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time JPEC will respond in one of the following ways:

- 1. The Application is approved and JPEC will provide the Member with an Interconnection Agreement to sign.
- 2. If construction or other changes to JPEC's distribution system are required, the cost will be the responsibility of the Member. JPEC will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, JPEC will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3. The Application is denied. JPEC will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in JPEC approval. Member may resubmit Application with changes.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other

DATE OF ISSUE August 15, 2009	VENTUOVV
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
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IN CASE NO. 2008-00169 DATED January 8, 2009	





Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 11 SHEET NO. 34

CANCELLING P.S.C. KY NO. 10

SHEET NO. 34

### RATES AND CHARGES SCHEDULE NM - NET METERING

changes to JPEC's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and JPEC and all necessary conditions stipulated in the agreement are met.

### APPLICATION, INSPECTION AND PROCESSING FEES

No application fees, or other review, study, or inspection or witness test fees are charged for Level 1 Applications.

For Level 2 Applications, each Member must submit, along with the Application, a non-refundable application, inspection and processing fee of \$100. In the event JPEC determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. JPEC shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

#### TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- JPEC shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	

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	RATES AND CHARGES	-
	SCHEDULE NM - NET METERING	

generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.
- Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVEApril 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
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IN CASE NO. 2008-00169 DATED Janu	lary 8, 2009



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C	Community, Town or City		
P.S.C. KY NO.	11		
	SHEET NO.	36	
CANCELLING P	.S.C. KY NO.	10	
	SHEET NO.	36	

switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.

- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 and 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or

DATE OF ISSUE	ugust 15, 2009 Month / Date / Year	
DATE EFFECTIVE	April 8, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President &	CEO	_ EFFECTIVE
BY AUTHORITY OF O	ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008	DATED January 8, 2009	



	Jackson Purchase Energy Corp. FOREntire Territory Served	
	Community, Town or City	
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	SHEET NO. 37	
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SCHEDULE NM – NET METERING		

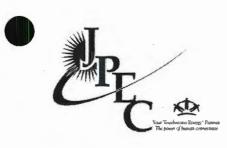
contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facility. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.

10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO.	11	
		SHEET NO.	38

CANCELLING P.S.C. KY NO. \_10\_\_\_\_

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# RATES AND CHARGES SCHEDULE NM - NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



FOR	Jackson Purchase Energy Corp. FOREntire Territory Served		
Community, Town or City			
P.S.C. KY NO	D. <u>11</u>		
	SHEET NO.	39	
CANCELLING	G P.S.C. KY NO.	10	
	SHEET NO.	39	

#### LEVEL 1

## Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name:	Account Number:
Member Address:	

Member Phone No.: \_\_\_\_\_\_ Member E-Mail Address: \_\_\_\_\_\_

Project Contact Person:

Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 40

CANCELLING P.S.C. KY NO. 10

SHEET NO. 40

### RATES AND CHARGES SCHEDULE NM – NET METERING

Energy Source: 
Solar 
Wind 
Hydro Biogas Biomass

Inverter Manufacturer and Model #:\_\_\_\_\_\_
Inverter Power Rating:\_\_\_\_\_\_ Inverter Voltage Rating:\_\_\_\_\_\_

Power Rating of Energy Source (*i.e.*, solar panels, wind turbine):\_\_\_\_\_

Is Battery Storage Used: □ No □ Yes If Yes, Battery Power Rating:\_\_\_\_\_

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of JPEC's meter, energy source, JPEC accessible disconnect switch, and inverter.

Attach single line drawing showing all electrical equipment from JPEC's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date:

#### **TERMS AND CONDITIONS:**

- JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
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IN CASE NO. 2008-00169 DATED January 8, 2009	

	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
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- based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.
- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4. Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City P.S.C. KY NO. 11
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	SHEET NO. 42

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2008-00169 DATED January 8, 2009	

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Community, Town or City	
P.S.C. KY NO. <u>11</u>	
SHEET NO43	
CANCELLING P.S.C. KY NO. 10	
SHEET NO. <u>43</u>	

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

DATE OF ISSUE August 15, 2009	- KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	





FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 44

CANCELLING P.S.C. KY NO. 10

SHEET NO. 44

## RATES AND CHARGES SCHEDULE NM – NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

## **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) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law,

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVEApril 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	



	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City P.S.C. KY NO. 11
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	SHEET NO45
	RATES AND CHARGES

SCHEDULE NM - NET METERING

regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and JPEC's Net Metering Tariff.

Member Signature

Date

Title

#### JPEC APPROVAL SECTION

When signed below by a JPEC representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

JPEC inspection and witness test: 

Required 
Waived

If JPEC inspection and witness test is required, Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by JPEC and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call\_\_\_\_\_\_to schedule an inspection and witness test.

DATE OF ISSUE August 15, 2009	KENTHOLOG
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



Jackson Purchase Energy Corp.FOREntire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 46

CANCELLING P.S.C. KY NO. 10

SHEET NO. 46

### RATES AND CHARGES SCHEDULE NM - NET METERING

#### Pre-Inspection operational testing not to exceed two hours: Allowed Not Allowed

If JPEC inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

## Additions, Changes, or Clarifications to Application Information:

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TTTLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 10/26/2012
IN CASE NO. 2008-00169 DATED January 8, 2009	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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SHEET NO. 47

### **RATES AND CHARGES** SCHEDULE NM - NET METERING

# LEVEL 2

## **Application For Interconnection And Net Metering**

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional requirements under Level 1.

Submit this Application along with an application fee of \$100 to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name: \_\_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address:

Project Contact Person: \_\_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

DATE OF ISSUE August 1	2009	
DATE OF 1550L Adgust 1.	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8,		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	
ISSUED BY /s/ G. Kelly Nu	ckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 2009	





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P.S.C. KY NO.	11		
	SHEET NO48		

CANCELLING P.S.C. KY NO. 10

SHEET NO. 48

## RATES AND CHARGES SCHEDULE NM - NET METERING

Total Generating Capacity of Generating Facility:

Type of Generator: 
□ Inverter-Based 
□ Synchronous 
□ Induction

Power Source: Solar Wind Hydro Biogas Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

- 1. Single-line diagram of the Member's system showing all electrical equipment from the generator to the point of interconnection with JPEC's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
- 2. Control drawings for relays and breakers.
- 3. Site Plans showing the physical location of major equipment.
- 4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
- 5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
- 6. A description of how the generator system will be operated including all modes of operation.
- For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
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G. Kelly Nuckols	Bunt Kirkley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	





FOR	Jackson Purchase Entire Territor	
Community, Town or City		
P.S.C.	KY NO. 11	

SHEET NO. 49

CANCELLING P.S.C. KY NO. 10

**RATES AND CHARGES** SCHEDULE NM - NET METERING

- 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).
- 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_\_

DATE OF ICCUE		
DATE OF ISSUE August 15, 2009	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	i. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 2009	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 50

CANCELLING P.S.C. KY NO. 10

SHEET NO. 50

### RATES AND CHARGES SCHEDULE NM - NET METERING

#### LEVEL 2 INTERCONNECTION AGREEMENT

## WITNESSETH:

**WHEREAS,** Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with JPEC's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Concation: \_\_\_\_\_\_Generator Size and Type:

**NOW, THEREFORE,** in consideration thereof, Member and JPEC agree as follows:

JPEC agrees to allow Member to interconnect and operate the Generating Facility in parallel with JPEC's electric system and Member agrees to abide by JPEC's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

#### **Terms and Conditions:**

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	



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	Community, Town or City
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	CANCELLING P.S.C. KY NO. 10
	SHEET NO51
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- JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, Member shall demonstrate generating facility compliance.
- 3. The generating facility shall comply with, and Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric system. At all times

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	



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	Community, Town or City
	P.S.C. KY NO. 11
	SHEET NO. 52
	CANCELLING P.S.C. KY NO. 10
	SHEET NO. 52

- 6. when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.
- 7. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 8. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- For Level 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Brent Kirtley
TITLE President 8	& CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		1()/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169 DATED January 8, 2009	





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	SHEET NO.	53

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors

DATE OF ISSUE	August 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	JEFF R. DEROUEN
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ISSUED BY /s/ G.	. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President 8	& CEO	EFFECTIVE
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IN CASE NO. 200	8-00169 DATED January 8, 2009	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.Ç.	KY NO.	11	
		SHEET NO.	54
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SHEET NO. 54

## **RATES AND CHARGES** SCHEDULE NM - NET METERING

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- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy). Member shall provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

## **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) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	-





	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
P-	P.S.C. KY NO11
	SHEET NO55
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	SHEET NO55

RATES AND CHARGES			
	SCHEDULE NM - NET METERING		

or any rate schedule, tariff, regulation, contract, or policy of JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation, or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

JPEC	MEMBER	
Ву:	Ву:	
Printed Name	Printed Name	
Title:	Title:	

### **Exhibit A**

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of JPEC facilities is required, Exhibit A will also contain a description and associated cost. Exhibit A will also specify requirements for a JPEC inspection and witness test and when limited operation for testing or full operation may begin.

DATE DF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
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P.S.C.	KY NO.	11	
		SHEET NO. 56	

CANCELLING P.S.C. KY NO. 10

SHEET NO. 56

# **RATES AND CHARGES**

# SCHEDULE SPC-A - SMALL POWER PRODUCTION OR COGENERATION LESS THAN 100 kW

## **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, 100 kW or below, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC.

### **Rate Schedule**

Base payment of \$0.01694 per kWh plus current fuel adjustment.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFE(CTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR \_\_\_\_\_\_\_ Community, Town or City

P.S.C. KY NO. 11

SHEET NO. \_57

CANCELLING P.S.C. KY NO. 10

SHEET NO. 57

# RATES AND CHARGES

## SCHEDULE SPC-B - SMALL POWER PRODUCTION OR COGENERATION GREATER THAN 100 KW

## **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, above 100 kW, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC. Rates below are to be used as the basis for negotiating a final purchase rate and are not to be taken as a firm rate for any facilities.

### **Rate Schedule**

#### A. <u>Capacity (if applicable)</u>

- 1. When connected to electric distribution lines of 15 kV or below:
  - A payment of \$4.12 per kilowatt per month, provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.
- 2. When connected to electric transmission lines above 25 kV: A payment of \$4.04 per kilowatt per month provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

## B. Energy

Base payment of \$0.01694 per kWh plus current fuel adjustment.

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Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



	Jackson Purchase Energy Corp. FOR Entire Territory Served
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	SHEET NO58
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	SHEET NO58
RA	TES AND CHARGES
SAMPLE AGREEMENT	FOR PURCHASE OF ELECTRIC ENERGY

[NOTE: THIS SAMPLE CONTRACT IS DESIGNED FOR USE ONLY WHEN A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF 100 KW OR LESS INTERCONNECTS DIRECTLY WITH THE DISTRIBUTION SYSTEM OF JPEC. JPEC RESERVES THE RIGHT TO REVISE THIS STANDARD FORM TO INCORPORATE ANY MODIFICATIONS WHICH IT BELIEVES APPROPRIATE UNDER THE CIRCUMSTANCES WHEN CONTRACTING WITH A PARTICUALR QUALIFYING FACILITY. THE TERMS IN THIS STANDARD CONTRACT MAY BE USED AS A BEGINNING POINT FOR NEGOTIATION OF A CONTRACT WITH A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF OVER 100 KW.]

AGREEMENT FOR PURCHASE OF ELECTRIC QUALIFYING SMALL POWER PRODUCTION FACILITY, 100 KW OR LES	OR COGENERATION
THIS AGREEMENT is made and entered into on this	
day of, 20 by and between	Jackson Purchase
Energy Corporation	
(JPEC), a retail electric distribution cooperative corporation, and	
(the seller), a	
WITNESSETH:	
DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C.	KY NO.	11		
		SHEET NO.	59	
CANCE	ELLING P	S.C. KY NO.	10	
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WHEREAS, JPEC is engaged in the distribution and sale at retail of electric energy in certain counties in Western Kentucky; and

WHEREAS, JPEC owns and operates, or intends to construct, own and operate, electric distribution lines with which the seller desires to interconnect its electric generation facilities; and

WHEREAS, the seller owns and operates, or intends to construct, own and operate, an electric generating facility which qualifies as a small power production facility or cogeneration facility under Section 201 of the Public Utility Regulatory Policies Act of 1978, and desires to sell electric power and energy to JPEC beginning on or about \_\_\_\_\_\_\_, 20 \_\_\_, or as soon thereafter as the

qualifying facility is ready for service; and

WHEREAS, JPEC desires to purchase electric power and energy from the seller; and

WHEREAS, JPEC is willing to permit the seller's electric generation facilities to be interconnected and operated in parallel with JPEC's electric system so that the seller will be able to deliver to JPEC electric power and energy;

NOW, THEREFORE, the parties agree as follows:

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMM	ISSION 10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June :	7, 2008



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served			
C	Community, Town or City			
P.S.C. KY NO.	11			
	SHEET NO. 60			

CANCELLING P.S.C. KY NO. 10

SHEET NO. 60

# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

# **ARTICLE I**

## **Definition of Terms**

1.1 The term "qualifying facility" or "QF" as used in this contract is defined to include all the seller's electric generation facilities and all interconnection and safety equipment owned by the seller and used in connection with the electric generation facilities owned by it which will produce electric power and energy for sale under this agreement.

1.2 The terms specifically defined in 807 KAR 5:054 and 18 C.F.R. Part 292, when used in this agreement, shall have the same definitions as in those regulations.

## **ARTICLE II**

Ownership and Maintenance of Facilities

2.1 The seller shall have sole responsibility for the design, construction, installation, ownership, safety, operation and maintenance of the qualifying facility (hereinafter referred to as the "QF").

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/_G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
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2.2 The seller, in designing, constructing, installing, operating and maintaining the QF, shall comply with all rules, regulations, policies, standards and codes generally recognized in the utility industry as applicable to such operations, including, but not limited to, the National Electrical Safety Code, IEEE Standard 1547, regulations of the Kentucky Public Service Commission, requirements and bulletins of the Rural Utilities Service, all federal, state and local safety codes, statutes and regulations and all applicable policies of JPEC now in existence or that may be adopted from time to time.

2.3 The seller shall pay JPEC the "additional interconnection cost" as defined in 807 KAR 5:054 Section 6 of interconnecting the QF with the distribution system of JPEC.

2.4 The seller shall pay for and JPEC shall own and maintain the metering equipment which it determines is necessary based upon the size and other characteristics of the QF to measure the power and energy sold by the seller. Upon termination of this agreement, the meters and metering equipment will be turned over to the seller if requested. JPEC shall test and calibrate meters by comparison with accurate standards at intervals not exceeding twelve (12) months and shall also make special meter tests at any time at the seller's request. The cost of all tests shall be borne by JPEC; provided,

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DATE OF ISSUE	August 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSJED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
<u></u>	G. Kelly Nuckols	Bunt Kirtley
TITLE President 8	k CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		N 1()/26)/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2001	7-00116 DATED June 17, 200	08



FOR Entire Territory Served Community, Town or City			
P.S.C. KY NO. 11			
SHEET NO62			
CANCELLING P.S.C. KY NO. 10			
SHEET NO. 62			

however, that if any special meter test made at the request of the seller shall disclose that the meters are recording accurately, the seller shall reimburse JPEC for the cost of such test. Meters registering not more than two (2%) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by tests to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the seller and JPEC shall agree as to the amount of energy furnished during such period and JPEC shall render payment therefore. JPEC shall meter all power and energy at voltage as mutually agreed to with the seller. JPEC shall, when requested, notify the seller in advance of the time of any meter reading or test so that the seller's representative may be present at such meter reading or test.

2.5 The original and any revisions to the plans, specifications and operating characteristics for the QF must be approved by JPEC before the seller connects its QF to JPEC's system. Prior to energization of the interconnection between the QF and JPEC's system, JPEC shall have the right to inspect the QF for any purpose. However, inspection and acceptance of any plans, design theory,

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/S/_ G. Kelly Nuckols	
G. Kelly Nuckols TITLE President & CEO	Bunt Külley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served			
Community, Town or City			
P.S.C. KY NO.	11		
	SHEET NO.	63	
CANCELLING P.S.C. KY NO.		10	
	SHEET NO.	63	

specifications and operating characteristics observed or provided respecting the QF, shall not be construed as confirming or endorsing the design, or as warranting the safety, durability or reliability of the QF. JPEC shall not, by reason of any review, acceptance, inspection or failure to review or inspect, be responsible for the QF, including, but not limited to, the strength, safety, details of design, adequacy or capacity thereof, nor shall acceptance or approval by either be construed as an endorsement of any QF.

2.6 The seller will be responsible for furnishing or paying for all rights-of-way and easements necessary to install, operate, maintain, replace and remove the interconnection facility and the metering equipment. Duly authorized representatives of JPEC shall be permitted to enter the premises of the seller at all reasonable times as may be necessary in connection with the proper performance of the terms and conditions of this agreement.

2.7 The seller shall install, own and maintain the necessary substation equipment at the point of connection to the system of JPEC unless otherwise agreed.

DATE OF ISSUE August 15, 2009		KENTUCKY
1	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	

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	Community, Town or City				
P.S.C.	KY NO.	11			
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## **ARTICLE III**

3.1 JPEC shall take and purchase all of the power and energy produced by the seller that is delivered to the point at which the QF is interconnected with JPEC's distribution system. The power and energy delivered by the seller and purchased by JPEC shall be metered and paid for in accordance with the terms of this agreement. Electric power and energy to be purchased under this agreement shall be alternating current, single or three-phase, 60 Hertz. The parties will agree upon the delivery voltage and capacity prior to the commencement of purchase under this agreement.

3.2 The QF shall at all times operate in such manner as to maintain a power factor of not less than90% leading or lagging.

3.3 The capacity delivered in kilowatts shall be the QF's average hourly output which is delivered for the required minimum number of hours during each billing period, as determined by dividing the kWh delivered during the billing period by the actual number of hours in the billing period. For purposes of this agreement each calendar month during the term of this agreement shall be a separate billing period.

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



J FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
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SHEET NO. 65

# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

3.4 JPEC shall read meters monthly. Electric power and energy furnished under this agreement shall be paid for within fifteen (15) days after the meters are read and the bill is issued.

3.5 Electric power and energy purchased by the seller shall be purchased from JPEC under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to JPEC.

## **ARTICLE IV**

## Rates and Charges

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

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY
Hondry Datey Tear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO.	11	
		SHEET NO.	66
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SHEET NO. 66

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

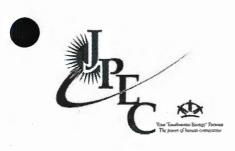
### **ARTICLE V**

# Protection of System Owned by JPEC

5.1 The seller shall be responsible for operating and maintaining the QF in a safe manner and for providing the protective equipment needed to prevent damage to the system owned by JPEC, injury to the personnel of JPEC, or interference with JPEC's consumers. JPEC shall have the right to review the seller's proposed protection system, operating procedures and system characteristics in order to determine whether the seller's operation of the QF will have an adverse impact on the system owned by JPEC. The following areas, among others, may be reviewed for possible adverse effects:

- 1. Fault protection.
- 2. Voltage regulation and balance.
- 3. Grounding.
- 4. Synchronizing systems.
- 5. Disconnecting and isolating systems.
- 6. Flicker.
- 7. Harmonics.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO.	11	
		SHEET NO.	67
CANC	ELLING P.	S.C. KY NO.	10
		SHEET NO.	67

5.2 If the operation of the QF results in undesirable or harmful effects to the system of JPEC, or to consumers of JPEC, JPEC may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.

5.3 JPEC may discontinue purchases from the seller and may break the interconnection between the QF and JPEC's system, without prior notice, during any system emergency. By first giving reasonable written notice, JPEC may break the interconnection between the QF and the system of JPEC for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of JPEC's system, the interconnection facility or the metering equipment.

## **ARTICLE VI**

### Term

6.1 The initial term of this agreement shall be one (1) year from the effective date.

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

DATE OF ISSUE	August 15, 2009	- KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols	Brient Kirtley
TITLE President 8	& CEO	_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/201;2 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served		
Community, Town or City		
P.S.C. KY NO11		
SHEET NO68		
CANCELLING P.S.C. KY NO. 10		

SHEET NO. 68

# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

6.3 The effective date of this agreement shall be the date on which the last of the following events occurs:

- 1. This agreement is approved by the Administrator of the Rural Utilities Service (if required).
- 2. This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
- 3. This agreement has been approved and executed by the seller and JPEC.

# **ARTICLE VII**

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR _	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C. k	Y NO.	_11	
	_	SHEET NO.	69
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		SHEET NO.	69

agreement with respect to any act, occurrence or omission occurring prior to termination of this agreement,

whether or not then accrued or known.

7.2 Without regard to any negligence by any of the parties to this agreement, JPEC shall not be

liable to the seller for:

- Any loss or damage to the seller's electric system or other property or any injury to the seller or the seller's employees, agents, contractors, representative licensees or invitees, including, without limitation, damage or injury caused by reclosing of the transmission or distribution system; or
- 2. Any loss of profits or revenues or any other indirect or consequential damage or injury to the seller resulting from interruption or partial interruption in the delivery of energy from the seller.

## **ARTICLE VIII**

Insurance

8.1 The seller shall obtain and provide satisfactory evidence of insurance covering such risks and

providing such coverage as JPEC may from time to time reasonably request.

DATE OF ISSUE August 15, 2009	VENTUOVY
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols	DIVIR
TITLE President & CEO	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served		
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	SHEET NO.	70	

## **ARTICLE IX**

## Miscellaneous

9.1 If there shall be imposed by federal, state or other governmental authority, any tax payable by the seller upon the gross revenue or earnings, or upon the seller's production or sale of electric energy, such additional tax or taxes shall be paid solely by the seller.

9.2 This agreement contains the entire agreement between the parties. This agreement cannot be amended except in writing signed by the parties.

9.3 The waiver on the part of either party to enforce a provision of this contract at any time shall not be deemed a waiver with respect to any subsequent default or other matter.

9.4 This agreement may not be assigned without the written consent of JPEC.

9.5 This agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.6 This agreement shall not be construed to create a joint venture, to impose a trust or to otherwise create a business relationship between or among any of the parties.

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DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY
	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Keliy Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	1()/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



\_\_\_\_\_ SHEET NO. 71

CANCELLING P.S.C. KY NO. 10

\_\_\_\_ SHEET NO. \_\_\_\_\_

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

9.7 The invalidity of any provision or provisions in this agreement shall not affect the validity of the remaining provisions.

# **ARTICLE X**

# Notices and Other Communications

10.1 Any notice required by this agreement to be given in writing shall be deemed properly given if

and when delivered in person, telegraphed or sent by registered or certified mail, postage prepaid, to:

JPEC:

Seller:

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	
G. Kelly Nuckois TTTLE President & CEO	Bunt Kirlley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C.	KY NO.	11	
		SHEET NO.	72
CANC	ELLING P.	S.C. KY NO.	10
		SHEET NO.	72

### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

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

If to JPEC:	
If to seller:	

DATE OF ISSUE August 15, 2009	KENTUCKI
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
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IN CASE NO. 2007-00116 DATED June 17, 2008	



Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served		
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P.S.C. KY NO	11		
	SHEET NO. 73		
CANCELLING	P.S.C. KY NO. 10		

\_\_\_\_\_\_ SHEET NO. \_\_\_\_\_

### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this the day and date first hereinabove written.

Jackson Purchase Energy Corporation	
(Cooperative)	(Seller)
Print Name	Print Name
Signature	Signature
Title	Title
Date	Date
DATE OF ISSUE August 15, 2009 Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY	
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00110 DATED JUNE 17, 20	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 74

CANCELLING P.S.C. KY NO. 10

SHEET NO. 74

### RATES AND CHARGES

### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

### Applicability

In all territory served by JPEC on poles owned and used by JPEC for their electric plant.

### **Availability of Service**

To all qualified CATV operators having the right to receive service.

### **Rental Charge**

The yearly rental charges shall be as follows:

Two-party pole attachment	\$4.84
Three-party pole attachment	\$4.09
Two-party anchor attachment	\$5.88
Three-party anchor attachment	(not available)
Two-party ground attachment	\$0.24
Three-party ground attachment	\$0.16

### Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of the CATV operator to receive a bill or a correctly calculated bill shall not relieve the CATV operator of its obligation to pay for the service it has received.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/S/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	A . V. H.
TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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RATES AND CHARGES		

### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### **Specifications**

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

### **Establishing Pole Use**

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

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

2. Upon completion of all changes, the CATV operator shall pay to JPEC the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by JPEC hereunder. An itemized statement of the actual cost of all such changes shall be submitted by JPEC to the CATV operator, in a form mutually agreed upon.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Burt Kirtley
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IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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

### **Easements and Rights-of-Way**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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#### Maintenance of Poles, Attachments and Operations

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

DATE OF ISSUE August 15, 2009	· · ·
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2007-00116 DATED June 17, 2008	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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RATES AND CHARGES	

## CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

### Inspections

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

### **Insurance or Bond**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY
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Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	A . 1. 10
TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City
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CABLE TELEVIS	SION ATTACHMENT TARIFF (CTAT)

#### **Change of Use Provision**

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

#### Abandonment

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

### **Rights of Others**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/_G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 Kare 5:011 SECTION 9 (1)



	Jackson Purchase Energy Corp.         FOR       Entire Territory Served         Community, Town or City	
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R/	ATES AND CHARGES	
CABLE TELEVIS	SION ATTACHMENT TARIFF (CTAT)	

### **Payment of Taxes**

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

#### Bond or Depositor Performance

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

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

DATE OF ISSUE August 15, 2009	ang
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	ATES AND CHARGES
CABLE TELEVI	SION ATTACHMENT TARIFF (CTAT)

 After the CATV operator has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

### **Use of Anchors**

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

### **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE August 15, 2009	Ja
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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

P.S.C. KY NO. 11

SHEET NO. 83

CANCELLING P.S.C. KY NO. 10

SHEET NO. 83

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

### Applicability

In all territory of Ballard and McCracken counties jointly served by JPEC and Ballard Rural Telephone.

### Availability

To Ballard Rural Telephone Cooperative Corporation, Inc. (BRTC) only.

### **Rental Charge**

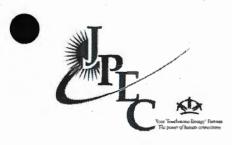
The yearly rental charges shall be as follows: Two-party pole attachment Three-party pole attachment	\$4.84 \$4.09
Two-party anchor attachment Three-party anchor attachment (not available)	\$5.88
Two-party ground attachment Three-party ground attachment	\$0.24 \$0.16

### Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of BRTC to receive a bill or a correctly calculated bill shall not relieve BRTC of its obligation to pay for the service it has received.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY	Bunt Kintley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	





FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C.	KY NO11		
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### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### **Specifications**

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

### Establishing Pole Use

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COM	IMISSION 10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED Jun	e 17, 2008





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 11

SHEET NO. 85

CANCELLING P.S.C. KY NO. 10

SHEET NO. 85

### **CLASSIFICATION OF SERVICE**

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

#### **Easements and Rights-Of-Way**

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

### Maintenance of Poles, Attachments and Operation

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY _/s/ G. Kelly Nuckols G. Kelly Nuckols	A . 1. 19
TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	1()/26/2()12 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	





	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY NO.	11		
	SHEET NO		
CANCELLING P.S	S.C. KY NO. 10		

SHEET NO. 86

### **CLASSIFICATION OF SERVICE**

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

DATE OF ISSUE August 15, 2009 Month / Date / Year	
DATE EFFECTIVE June 25, 2008 Month / Date / Year	PUBLIC SERVICE COMMISSION JEFF R. DER OUEN EXECUTIVE DIRECTOR
ISSUED BY	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2007-00116 DATED June 17, 2008	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





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Community, Town or City		
P.S.C. KY NO.	11	
	SHEET NO 87	

CANCELLING P.S.C. KY NO. 10

SHEET NO. 87

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### Inspections

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

#### **Insurance or Bond**

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

DATE OF ISSUEAugust 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFE BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	





FOR Entire Territory Served Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 88

CANCELLING P.S.C. KY NO. 10

SHEET NO. 88

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

### **Change of Use Provision**

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

#### Abandonment

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckois	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY	'NO.	11	··· ··-
		SHEET NO.	89
CANCELLING P.S.C. KY NO. 10			

\_\_\_\_ SHEET NO. \_\_\_\_89

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

#### **Rights of Others**

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

### **Payment of Taxes**

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

### Bond or Depositor Performance

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

DATE OF ISSUE August 15, 2009	
Month / Date / Ye	ear PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / \	JEFF R. DER OUEN EXECUTIVE D/IRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVIC	CE COMMISSION 10/26/2()12 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED	June 17, 2008



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY NO.	11		
	SHEET NO.	90	
CANCELLING P	.S.C. KY NO.	10	

SHEET NO. 90

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

B. After BRTC has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

### **Use of Anchors**

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

### **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY
DATE EFFECTIVE June 25, 2008 Month / Date / Year	PUBLIC SERVICE COMMISSION JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY • /s/ G. Kelly Nuckols G. Kelly Nuckols	TARIFF BRANCH Bunt Külley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
C	Community, Towr	n or City
P.S.C. KY NO.	11	
<u> </u>	SHEET NO.	91
CANCELLING P	.S.C. KY NO.	10
	SHEET NO.	<b>91</b>

### RATES AND CHARGES

### DSM 01 - HIGH EFFECIENCY LIGHTING REPLACEMENT PROGRAM

### Availability

DSM program rates, terms and conditions are available to any Member from a non-dedicated delivery point subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

### Purpose

This program promotes an increased use of ENERGY STAR<sup>®</sup> rated Compact Fluorescent Light ("CFL") among eligible Members by periodically providing CFL lamps (subject to availability).

### **Terms & Conditions**

JPEC will occasionally distribute up to six (6) CFL lamps to a Member from its main office and other venues.

#### **Evaluation, Measurement and Verification**

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



P.S.C. KY NO. 11

SHEET NO. 92

CANCELLING P.S.C. KY NO. 10

SHEET NO. 92

### RATES AND CHARGES

### DSM 02 - ENERGY STAR<sup>®</sup> CLOTHES WASHER REPLACEMENT INCENTIVE PROGRAM

### Availability

DSM program rates, terms and conditions are available to any Member with a non-dedicated delivery point subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

### Purpose

This program promotes an increased use of ENERGY STAR<sup>®</sup> rated clothes washing machines ("Qualifying Clothes Washer") among eligible Members by paying an incentive for the purchase and installation of a Qualifying Clothes Washer.

### **Member Incentives**

JPEC will reimburse a Member an incentive payment of one hundred dollar (\$100.00) for each Qualifying Clothes Washer purchased and installed by an eligible Member.

#### **Terms & Conditions**

To qualify for the incentive under this program, an eligible Member must submit to JPEC a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Clothes Washer on the premises of the Member in JPEC's service territory.

#### **Evaluation, Measurement and Verification**

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO DATED October 26, 2012	-



Jac FOR	Jackson Purchase Energy Corp. R Entire Territory Served	
	Community, Towi	n or City
P.S.C. KY NO.	11	
	SHEET NO.	93
CANCELLING I	P.S.C. KY NO.	10

SHEET NO.

93

### RATES AND CHARGES

### DSM 03 - ENERGY STAR® REFRIGERATOR REPLACEMENT INCENTIVE PROGRAM

#### Availability

DSM program rates, terms and conditions are available to any Member with a non-dedicated delivery point subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

#### Purpose

This program promotes an increased use of ENERGY STAR<sup>®</sup> rated refrigerators ("Qualifying Refrigerator") among eligible Members by paying an incentive for the purchase and installation of a Qualifying Refrigerator and proof of removal from operation and recycling of an existing older, low-efficiency refrigerator.

#### **Member Incentives**

JPEC will reimburse an eligible Member an incentive payment of one hundred dollars (\$100.00) for each Qualifying Refrigerator that is purchased and installed on the premises of the Member in conjunction with removing from operation and recycling an existing refrigerator.

### Terms & Conditions

To qualify for the incentive under this program, an eligible Member must submit to JPEC a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Refrigerator on the premises of the Member in JPEC's service territory, and acceptable documentation that an older refrigerator has been removed from operation and recycled.

### **Evaluation, Measurement and Verification**

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFE BRANCH
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TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. Entire Territory Served FOR

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 94

CANCELLING P.S.C. KY NO. 10

> SHEET NO. 94

### **RATES AND CHARGES**

DSM 04 - RESIDENTIAL HIGH EFFICIENCY HEATING, VENTILATION AND AIR CONDITIONING ("HVAC") PROGRAM

### **Availability**

DSM program rates, terms and conditions are available to any Member receiving service under Tariff R (residential) subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

### Purpose

This program promotes an increased use of high efficiency Heating, Ventilation and Air Conditioning (HVAC) systems among eligible Members by paying an incentive for the purchase and installation of a HVAC system beyond contractor grade minimums to one of three types of ENERGY STAR® rated HVAC systems ("Qualified System"). This tariff will apply to a new installation, system upgrade, or system replacement.

#### **Member Incentives**

JPEC will reimburse an eligible Member an incentive payment for the purchase and installation of a Qualified System in the Member's service area based on the following table:

Geothermal (Ground Coupled Heat Pump)	\$ 750.00
Dual Fuel (ASHP w/Gas Backup)	\$ 500.00
Air Source Heat Pump (ASHP)	\$ 200.00

#### **Terms & Conditions**

To qualify for the incentive under this program, an eligible Member must submit to JPEC a copy of a receipt of purchase and installation of a Qualified System from a licensed contractor verifying installation of the Qualified System on the premises of the Member in JPEC's service territory.

DATE OF ISSUE November 9, 2012	and contract the second s
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012	- JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jac FOR	kson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
P.S.C. KY NO.	11
	SHEET NO95

CANCELLING P.S.C. KY NO. 10

SHEET NO. 95

### **RATES AND CHARGES**

DSM 04 - RESIDENTIAL HIGH EFFICIENCY HEATING, VENTILATION AND AIR CONDITIONING ("HVAC") PROGRAM

### **Evaluation, Measurement and Verification**

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served
T	Community, Town or City
P	P.S.C. KY NO11
	SHEET NO96
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	SHEET NO96
P	ATES AND CHARGES

## DSM 05 - TOUCHSTONE ENERGY® NEW HOME PROGRAM

#### **Availability**

DSM program rates, terms and conditions are available to any Member subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

### Purpose

This program promotes an increased use of energy efficient building standards as outlined in the Touchstone Energy® certification program, including installation of high efficiency ENERGY STAR<sup>®</sup> rated Heating, Ventilation and Air Conditioning (HVAC) systems, among eligible Members and home builders by paying an incentive for a home (single-family dwelling) that includes an HVAC system beyond contractor grade minimums that is one of four specified types of ENERGY STAR<sup>®</sup> rated HVAC systems ("Qualified System").

### **Member Incentives**

JPEC will reimburse an eligible Member an incentive payment for purchase or construction of a new single family dwelling Touchstone Energy® Certified residence that includes a Qualified System based on the following table:

Geothermal Heat Pump (Ground Coupled Heat Pump)	\$ 2,000.00
Air Source Heat Pump (ASHP)	\$ 1,000.00
Dual Fuel Heat Pump (ASHP w/Gas Backup)	\$ 1,200.00
Gas Heat	\$ 750.00

An Eligible Member receiving this incentive may not receive an incentive under DSM-04.

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCK1 PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	JEFF R. DERCUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/263/201:2
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
P_	P.S.C. KY NO11
	SHEET NO97
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	SHEET NO. 97
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#### **Terms & Conditions**

To qualify for the incentive under this program, a Member must submit to JPEC a copy of the original Touchstone Energy<sup>®</sup> Certified residence certification document and supporting documents, and a copy of the receipt or certification from a licensed HVAC contractor verifying installation of the Qualified System on the premises of the Member.

### **Evaluation, Measurement and Verification**

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served			
Community, Town or City				
P.S.C. KY NO.	11			
	SHEET NO.	_98		
CANCELLING P	S.C. KY NO.	10		

SHEET NO.

98

### **RATES AND CHARGES**

### DSM 06 - RESIDENTIAL AND COMMERCIAL HVAC & REFRIGERATION TUNE-UP PROGRAM

#### Availability

DSM program rates, terms and conditions are available to any Member from a non-dedicated delivery point subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

#### Purpose

This program promotes annual maintenance of heating and air conditioning equipment among eligible Members by paying an incentive for professional cleaning and servicing of the Member's heating and cooling system.

#### Member Incentives

JPEC will reimburse an eligible Member an incentive payment of twenty five dollars (\$25.00) for each residential unit and fifty dollars (\$50.00) for each commercial unit that is professionally cleaned and serviced. The incentive is available for up to three (3) residential units per location, and up to five (5) commercial units per location in the JPEC's service area. The incentive is available once per unit per year.

### **Terms & Conditions**

To qualify for the incentive under this program, a Member must submit to JPEC a copy of a receipt from a licensed contractor verifying that the heating and cooling system on the premises of an eligible Member in JPEC's service area has been professionally deaned and serviced.

#### **Evaluation, Measurement and Verification**

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012	- JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kutley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOREntire Territory Served
T	Community, Town or City
P	P.S.C. KY NO11
	SHEET NO. 99
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	SHEET NO. 99
PA	TES AND CHARGES

### DSM 07 - COMMERCIAL / INDUSTRIAL HIGH EFFICIENCY LIGHTING REPLACEMENT INCENTIVE PROGRAM

#### Availability

DSM program rates, terms and conditions are available to any Member receiving service under Tariff C-1, C-3 or D subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff.

### Purpose

This program promotes the upgrading of low efficiency commercial or industrial lighting systems paying an incentive to eligible Members who measurably improve the energy efficiency of a commercial or industrial lighting system.

### **Member Incentives**

JPEC will pay an eligible Member an incentive payment of three hundred fifty dollars (\$350.00) per kW of measurable improvement in energy efficiency to an existing commercial or industrial lighting system.

### **Terms & Conditions**

To qualify for the incentive under this program, an eligible Member must submit documentation to JPEC as specified below:

- 1. Information from which the energy efficiency of the existing commercial or industrial lighting system can be calculated;
- 2. Information from which the energy efficiency of the improved commercial or industrial lighting system can be calculated, and the improvement in the energy efficiency of the light system determined;
- Information that documents the purchase and installation of the improvements to the commercial or industrial lighting system, including a copy of the invoice for materials and installation services associated with the project;

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Jackson Purchase Energy Corp.

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 100

CANCELLING P.S.C. KY NO. 10

SHEET NO. 100

### RATES AND CHARGES

DSM 07 - COMMERCIAL / INDUSTRIAL HIGH EFFICIENCY LIGHTING REPLACEMENT INCENTIVE PROGRAM

- Certification by the Member, or a third party acting on behalf of the Member, of the installation of the lighting system improvements at a Member's facility; and
- 5. A copy of the form showing the calculation of the energy efficiency improvements from the lighting system improvements, signed by the Member.

### Evaluation, Measurement and Verification

DATE OF ISSUE November 9, 2012	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 26, 2012 Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/s/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE Aresident & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2012-00356 DATED October 26, 2012	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 101

CANCELLING P.S.C. KY NO. 10

SHEET NO. \_ 101

#### RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

### General

The Kentucky Public Service Commission has required that a Power Curtailment Procedure be established for all electric utilities under its jurisdiction (Administrative Case Number 353).

### **Objective**

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

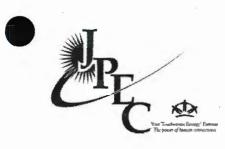
This procedure will define the following priority levels;



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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>11</u>

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

CANCELLING P.S.C. KY NO. 10

SHEET NO. 102

### RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

### Level 2: Residential

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

### Level 3: Non-critical Commercial and Industrial

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

#### Level 4: Non-Essential Uses

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

DATE OF ISSUE August 15, 2009	KENTHORY
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY _/s/ G. Kelly Nuckols G. Kelly Nuckols	TARIFF BRANCH Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



	FOR	Jackson Purchase Energy Corp. Entire Territory Served			
		Community, Town or City			
	P.S.C. KY I	NO.	11	- · · · · · · · · · · · · · · · · · · ·	
			SHEET NO.	103	
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			SHEET NO.	103	
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### RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

### When to Implement this Procedure

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

### **Curtailment Procedure**

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

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

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CEO	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	

	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
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# POWER CURTAILMENT PROCEDURE

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

### Enforcement

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

### **Termination of the Curtailment of Power Consumption**

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

DATE OF ICCUE August 15, 2000	Second and an an an and an
DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City			
P.S.C. KY NO. <u>11</u>			
	SHEET NO105		
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### RATES AND CHARGES FRANCHISE FEE

### Applicability

Entire service territory.

### **Availability of Service**

Available as an option for collection of revenues within governmental jurisdictions which impose on JPEC franchise fees, permitting fees, local taxes or other charges by ordinance, franchise or other governmental directive and not otherwise collected in the charges of JPEC's base rate schedules.

### Definitions

Base Year: The twelve (12) month period ending December 31.

Collection Year: The full calendar year following the Base Year.

Base Year Amount:

- 1. A percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2. License fees, permit fees or other cost specifically borne by JPEC for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to JPEC by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by JPEC as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by JPEC in accordance with applicable Rules and Regulations approved by JPEC's Board of Directors and under the direction of the Kentucky Public Service Commission; and
- 3. Any adjustment for over or under collection of revenues associated with the amounts in (1) or (2).

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
	Community, Town or City		
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	SHEET NO		
RATES AND CHARGES			
	FRANCHISE FEE		

### Rates

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

### Billing

- 1. The franchise charge will be applied exclusively to the base rate and all riders of bills of Members receiving service within the franchising governmental jurisdiction, before taxes.
- The franchise charge will appear as a separate line item on the Member's bill and show the unit of government requiring the franchise.
- Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

### **Term of Contract**

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

#### **Terms and Conditions**

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served				
Community, Town or City				
P.S.C. KY N	10	11		
	S	HEET NO.	107	
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	S	HEET NO.	107	

RATES AND CHARGES			
	SCHOOL TAX		

### Applicability

Entire service territory.

### **Availability of Service**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160 for the recovery by JPEC of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.

### Rate

The utility gross receipts license tax imposed by the county but not to exceed the maximum as established by applicable KRS.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



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

P.S.C. KY NO. 11

SHEET NO. 108

CANCELLING P.S.C. KY NO. 10

SHEET NO. 108

### RATES AND CHARGES SCHEDULE FAC – FUEL ADJUSTMENT CLAUSE

## Applicability

Entire service territory.

## **Availability of Service**

This Fuel Adjustment Clause (FAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The FAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$FAC = \frac{W_FAC - O + U}{P(m) \times L} - F(b)$$

Where:

FAC = The Fuel Adjustment rate per kWh for the current month.

 $W_FAC =$  The FAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the FAC is applied.

P (m) = The kWh purchased in the second month preceding the month in which the FAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

F (b) = Base Fuel Adjustment factor of \$0.00000 per kWh.

DATE OF ISSUE June 7, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2010-00512 DATED June 1, 2011	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served		
Community, Town or City		
P.S.C. KY NO. 11		
SHEET NO109		
CANCELLING P.S.C. KY NO. 10		

SHEET NO. 109

# RATES AND CHARGES

## SCHEDULE FAC -- FUEL ADJUSTMENT CLAUSE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE Ju	ne 7, 2011	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011 Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. K	Celly Nuckols	TARIFF BRANCH
TITLE President &	G. Kelly Nuckols	Bunt Kirtley
	RDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 10/26/2012
IN CASE NO. 2010-	00512 DATED June 1, 2011	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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

P.S.C. KY NO. 11

SHEET NO. 110

CANCELLING P.S.C. KY NO. 10

SHEET NO. 110

# RATES AND CHARGES

## SCHEDULE ES – ENVIRONMENTAL SURCHARGE

## Applicability

Entire service territory.

## **Availability of Service**

This Environmental Surcharge (ES) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The ES rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$MESF = \frac{W\_MESF + O - U}{P(m) \times L} - BESF$$

Where;

MESF = The ES rate per kWh for the current month.

 $W_{MESF}$  = The ES amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the MESF is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MESF is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

BESF = Base Environmental Surcharge Factor of \$0.00000 per kWh.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SHEET NO. 111

CANCELLING P.S.C. KY NO. 10

\_\_\_\_ SHEET NO. \_\_\_\_\_111\_\_\_\_\_

### RATES AND CHARGES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols TTTLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. \_11

SHEET NO. 112

CANCELLING P.S.C. KY NO. 10

SHEET NO. 112

## RATES AND CHARGES

## SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

## Applicability

Entire service territory.

### Availability of Service

This Unwind Surcredit Adjustment Clause (USAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The USAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

USAC= 
$$\frac{W_US - O + U}{P(m) \times L}$$

Where;

USAC = The USAC rate per kWh for the current month.

 $W_US =$  The USAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the USAC is applied.

P (m) = The kWh purchased in the second month preceding the month in which the USAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

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FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. <u>11</u>

SHEET NO. 113

CANCELLING P.S.C. KY NO. 10

SHEET NO. 113

## RATES AND CHARGES

## SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	RENTUCKY
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/201;2
IN CASE NO. 2008-00010 DATED December 12, 2008	P URSUANT TO 807 KAR 5:011 SECTION 9 (1)



	Jackson Purchase Energy Corp.
FOR	Entire Territory Served
	Community, Town or City
	V NO 11

SHEET NO. 114

CANCELLING P.S.C. KY NO. 10

SHEET NO. 114

### RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

## Applicability

Entire service territory.

## **Availability of Service**

This Rebate Adjustment (RA) is applicable to all rate schedules of JPEC for the purpose of passing through any RA amounts received by JPEC from its wholesale power supplier, Big Rivers Electric Corporation (BREC).

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Member's served from dedicated delivery points.

The wholesale RA applicable to this section will be recorded in a payables account and returned in twelve (12) equal installments without interest to the Members in accordance with the formula shown below. The RA for this section will remain applicable for a twelve (12) month period plus any additional months necessary to complete the over or under refunds or collections. JPEC will synchronize application of the RA per this section with the application by BREC of the wholesale RA for purposes of the BREC Member Rate Stability Mechanism.

The RA rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $RA = \frac{R - O + U}{P(m) \times L}$ 

Where;

RA = The RA rate per kWh for the current month.

R = One-twelfth (1/12) of the portion of the most recent RA amount received from JPEC's wholesale power supplier for all non-dedicated delivery points.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2()12
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





	son Purchase Energy Corp. Entire Territory Served	
Community, Town or City		
P.S.C. KY NO.	11	

SHEET NO	115	

CANCELLING P.S.C. KY NO. 10

SHEET NO. 115

## RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

P (m) = The kWh purchased in the second month preceding the month in which the RA is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

- O = Any over recovery amount from the second preceding month.
- U = Any under recovery amount from the second preceding month.
- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC):</u> Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be
- decreased during the month following the receipt of the Rebate Adjustment amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKI PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFT BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



J FOR	ackson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
P.S.C. KY NO	. 11

SHEET NO. 116

CANCELLING P.S.C. KY NO. 10

SHEET NO. 116

# RATES AND CHARGES

## SCHEDULE MRSM - MEMBER RATE STABILITY MECHANISM

## Applicability

Entire service territory.

## Availability of Service

This Member Rate Stability Mechanism (MRSM) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The MRSM applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$MRSM (m) = \underline{W}\underline{MRSM} - \underline{O} + \underline{U}$$
$$\mathcal{P} (m) \times L$$

August 15, 2000

Where:

DATE OF ICCUE

MRSM (m) = The MRSM per kWh for the current month.

 $W_MRSM$  = The MRSM amount credited by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the MRSM(m) is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MRSM (m) is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE AUgust IS, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/_G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/20112
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY NO			
	SHEET NO		
CANCELLING	P.S.C. KY NO. 10		
	SHEET NO. 117		

## RATES AND CHARGES

## SCHEDULE MRSM - MEMBER RATE STABILITY MECHANISM

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
10/26/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR	Jackson Purchase Energy Corp. Entire Territory Served
-	Community, Town or City
P.S.C.	KY NO11

SHEET NO. \_118

CANCELLING P.S.C. KY NO. 10

SHEET NO. 118

### RATES AND CHARGES SCHEDULE RER – RURAL ECONOMIC RESERVE

### Applicability

Entire service territory.

## **Availability of Service**

This Rural Economic Reserve (RER) is a rider available to all rate schedules of JPEC for Members served from Non-Dedicated Delivery Points.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The RER rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$RER = \frac{W_RER - O + U}{P(m) \times L}$$

Where;

DATE OF ISSUE August 15, 2009

RER = The Rural Economic Reserve Adjustment rate per kWh for the current month.

W\_RÉR = The Rural Economic Reserve amount credited by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the RER is applied.

P (m) = The kWh purchased in the second month preceding the month in which the RER is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF 1000E August 19, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	A 11.
TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSI	<sup>DN</sup> 10/26/2012
IN CASE NO. 2008-00010 DATED December 12, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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FOR Entire Territory Served		
Community, Town or City		
P.S.C. KY NO.		
	SHEET NO. 1	19
CANCELLING P.S.C. KY NO. 10		
	SHEET NO. 1	19

## RATES AND CHARGES SCHEDULE RER – RURAL ECONOMIC RESERVE

 Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", "D" and for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is not served by a Dedicated Delivery Point.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKI PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 10/26/2012
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR	Jackson Purchase Energy Corp. Entire Territory Served	
	Community, Town or City	
P.S.C. KY	NO. 11	

SHEET NO. 120

CANCELLING P.S.C. KY NO. 10

SHEET NO. 120

## RATES AND CHARGES

SCHEDULE PPA - NON-SMELTER NON-FAC PURCHASE POWER ADJUSTMENT

### Applicability

Entire service territory.

### **Availability of Service**

This Non-Smelter Non-FAC Purchase Power Adjustment (PPA) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The Non-Smelter Non-FAC Purchase Power Adjustment (PPA) applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$\frac{PPA = W_PPA - O + U}{P(m) \times L} - PPA(b)$$

Where:

DATE OF ISSUE Sentember 20 2011

PPA = The Non-Smelter Non-FAC Purchase Power Adjustment per kWh for the current month.

 $W_PPA =$  The Non-Smelter Non-FAC Purchase Power Adjustment amount charged by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the PPA is applied.

P(m) = The kWh purchased in the second month preceding the month in which the PPA is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

PPA(b) = Base Non-FAC purchased power adjustment factor of \$0.0000 per kWh.

DAIL OF ISSUE September 20, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2011-00057 DATED September 6, 2011	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO.	_11	
	SHEET NO.	121
CANCELLING P.S.C. KY NO. 10		10
	SHEET NO.	121

## RATES AND CHARGES

## SCHEDULE PPA - NON-SMELTER NON-FAC PURCHASE POWER ADJUSTMENT

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE September 20, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/S/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2011-00057 DATED September 6, 2011	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Entry Control of Sector of Hamon Caleborator	Jackson Purchase Energy Corp.         FOR       Entire Territory Served         Community, Town or City         P.S.C. KY NO.       11         SHEET NO.       122         CANCELLING P.S.C. KY NO.       10
	SHEET NO. 122
RATES ANI	D CHARGES
	RESOURCE ENERGY SERVICE

### Applicable

Applicable in all territory served.

#### **Availability of Service**

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

### **Conditions of Service**

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

DATE OF ISSUE November 29, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2011-00057 DATED November 17, 20.1	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
P-	P.S.C. KY NO
	SHEET NO. 123
New Touchedow Energy (Battane The pour of human connection)	CANCELLING P.S.C. KY NO. 10
	SHEET NO. 123
R	ATES AND CHARGES

# SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

## **Monthly Rate**

(1) The rate for Renewable Resource Energy is the rate schedule applicable to service to a Member, plus a premium per kilowatt hour of Renewable Resource Energy contracted for as follows, subject to any adjustment, surcharge or surcredit that is or may become applicable under the Member's rate schedule:

	A Per Kilowatt Hour Premium Of
Rate Schedule "R" – Residential	\$0.026491
Rate Schedule "C-1" – Small Commercial Single Phase	\$0.026491
Rate Schedule "C-3" – Small Commercial Three Phase	\$0.026491
Rate Schedule "OL" – Outdoor Lighting	\$0.026491
Rate Schedule "D" – Commercial and Industrial Demand Less Than 3,	000 kW \$0.026491
Rate Schedule "I-E" – Large Commercial and Industrial – Existing	\$0.030495
Rate Schedule "L" – Large Commercial and Industrial 3,000-5,000 kW	\$0.030495
Rate Schedule: "L-E" – Large Industrial Member Expansion	\$0.030495
Rate Schedule "SPC-A"	\$0.026491
Rate Schedule "SPC-B"	\$0.026491

DATE OF ISSUE November 29, 2011	· · · · · · · · · · · · · · · · · · ·
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DERCUEIN EXECUTIVE DIRECTOR
ISSJED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/201;2
IN CASE NO. 2011-00057 DATED November 17, 20.1	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jac	ckson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
P.S.C. KY NO.	11
	SHEET NO. 124

CANCELLING P.S.C. KY NO. 10

SHEET NO. 124

## RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

(2) Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

## Billing

Sales of Renewable Resource Energy are subject to the terms of service and payment of the Rate schedule under which Renewable Resource Energy is purchased.

DATE OF ISSUE November 29, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JE:FF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Keliy Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHOR ITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>10/26/201:2</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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

P.S.C. KY NO. 11

SHEET NO. 125

CANCELLING P.S.C. KY NO. 10

SHEET NO. 125

## RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

## **RENEWABLE ENERGY CONTRACT**

JPEC:	JACKSON PURCHASE ENERGY CORPORATION	
MEMBER:		
MEMBER ACCOU	JNT NUMBER:	
BEGINNING DA	TE OF RENEWABLE ENERGY SALE:	, 20

ENDING DATE OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN ONE YEAR AFTER THE BEGINNING DATE): \_\_\_\_\_\_, 20\_\_\_\_\_

NUMBER OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED: \_

JPEC agrees to sell, and Member agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with JPEC's Renewable Energy Rider, a copy of which Member has received from JPEC. The retail rate premium that will be added to Member's monthly bill for each 100 kWh block of Renewable Energy is \$ or \$\_\_\_\_\_\_ in total per billing month based upon the number of blocks of Renewable Energy Member will purchase from JPEC, subject to any changes in JPEC's Renewable Energy Rider approved by the Kentucky Public Service Commission from time to time.

DATE OF ISSUE November 29, 2011	an a
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO2011-00057 DATED November 17, 20.1	FURSDANT TO BUT KAR S.BTT SECTION 9 (1)



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 11

SHEET NO. 126

CANCELLING P.S.C. KY NO. 10

SHEET NO. 126

## **RATES AND CHARGES**

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

## **RENEWABLE ENERGY CONTRACT**

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

AGREED BY JPEC:

JACKSON PURCHASE ENERGY CORPORATION

BY:	
ITS:	
DATE:	, 20

AGREED BY MEMBER:

BY:	
DATE:	, 20

DATE OF ISSUE November 29, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012
IN CASE NO. 2011-00057 DATED November 17, 2011	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY NO	). <u>11</u>		
	SHEET NO.	127	
CANCELLING	9 P.S.C. KY NO.	10	
	SHEET NO.	127	

## TERMS AND CONDITIONS MEMBERS BILL OF RIGHTS

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

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

DATE OF ISSUE	August 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	5. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116 DATED June 17, 2008	



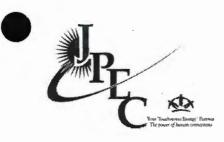


Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
•.	Community, To	wh or City
P.S.C. KY NO.	11	
	SHEET NO.	128
CANCELLING	P.S.C. KY NO.	10
	_ SHEET NO.	128

## TERMS AND CONDITIONS MEMBERS BILL OF RIGHTS

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/S/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



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	(	Community, To	wn or City
	P.S.C. KY NO.	11	
		SHEET NO.	129
	CANCELLING P	S.C. KY NO.	10
		SHEET NO.	129
RULES AND REG	ULATIONS	· · · · · · · · · · · · · · · · · · ·	

## (1) SCOPE

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

### (2) REVISIONS

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

### (3) SUPERSEDE PREVIOUS RULES AND REGULATIONS

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

### (4) SERVICE AREA

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

#### (5) AVAILABILITY

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DERCUEN EXECUTIVE DIRECTOR
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	D L V.H.
	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	1()/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO. 11		
SHEET NO 130		
CANCELLING P.S.C. KY NO. 10		
SHEET NO		

#### (6) AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

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

## (7) APPLICATION FOR ELECTRIC SERVICE

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

#### (8) MEMBERSHIP

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

### (9) CONTINUITY OF SERVICE

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

DATE OF ISSUE August 15, 2009		KENTUCKY
DATE EFFECTIVE June 25, 2008	Month / Date / Year	PUBLIC SERVICE COMMISSION JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE P		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City		
P.S.C. KY NO. <u>11</u>		
SHEET NO.	131	
CANCELLING P.S.C. KY NO.	10	
SHEET NO.	131	

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

### (10) EASEMENTS

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

#### (11) RIGHT OF ACCESS

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

#### (12) NO PREJUDICE OF RIGHTS

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

DATE OF ISSUE August 15, 2009		KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Year	JEIFF R. DEFROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
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IN CASE NO. 2007-00116	DATED June 17, 2008	





Jackson Purchase Energy Corp.         FOR       Entire Territory Served         Community, Town or City		
P.S.C. KY NO. <u>11</u>		
SHEET NO.	_132	
CANCELLING P.S.C. KY NO.		
SHEET NO.	132	

## (13) NON-STANDARD SERVICE

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

## (14) BILLING

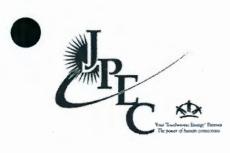
A bill for electric service is mailed to all Members each month a few days after the meter is read. Normally, the bill is for approximately 30 days of service, but may vary from 27 to 35 days depending on the number of working days in a month, bad weather or holiday schedules. Electric service is billed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

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

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

DATE OF ISSUE August 15, 2009	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY		Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	





Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, To	wn or City	
P.S.C. KY NO. 11	·	
SHEET NO.	133	
CANCELLING P.S.C. KY NO.	10	
SHEET NO.	133	

### (15) DEPOSITS

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

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

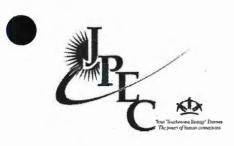
The residential deposit may be waived upon a Member's showing of satisfactory credit, based on the credit information received from a credit bureau as determined by JPEC at the time the service is requested by the Member. If a deposit has been waived and the Member fails to maintain a satisfactory payment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

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

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

DATE OF ISSUE August 15, 2009		KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Munth / Data / Vana	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
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TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	





Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO.	11	
	SHEET NO.	134
CANCELLING P.S.C. KY NO.		10
	SHEET NO.	134

### (16) LEVELIZED BILLING

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

Average Monthly kWh Usage =	Current month's kWh usage + Previous 11 months' kWh usage 12
Average Monthly kWh Charge =	Average Monthly kWh Usage X Current Rate
1/12 Previous kWh Charge Balance =	Previous kWh charge balance 12

Current Levelized Amount (round to nearest dollar) =

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

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

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

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

DATE OF ISSUE August 15, 2009		KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116	DATED June 17, 2008	



	Jackson Purchase Energy Corp. FOREntire Territory Served	
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	SHEET NO. 135	
RULES AND REGULATIONS		

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

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

#### (17) PARTIAL PAYMENT PLAN

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

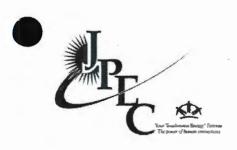
### (18) LOCATION OF METERS

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

### (19) METER TESTS

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

DATE OF ISSUE August 15, 2009	KENTHOVY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO11		
SHEET NO. 136		
CANCELLING P.S.C. KY NO. 10		
SHEET NO. <u>136</u>		
SHEET NO. <u>136</u> CANCELLING P.S.C. KY NO. <u>10</u>		

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

#### (20) SERVICES PERFORMED FOR MEMBERS

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

#### (21) RESALE OF POWER BY MEMBERS

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

#### (22) NOTICE OF TROUBLE

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

#### (23) POINT OF DELIVERY

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols	TARIFF BRANCH
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IN CASE NO. 2007-00116 DATED June 17, 2008	



	Jackson Purchase Energy Corp. FOR Entire Territory Served
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	SHEET NO37

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

#### (24) FAILURE OF METER TO REGISTER

In the event a Member's meter should fail to register, the Member shall be billed from the date of such failure at the average consumption of the Member, based on the twelve (12) months period immediately preceding the failure and other information as deemed appropriate.

### (25) MEMBER'S WIRING AND INSTALLATION

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

DATE OF ISSUE August 15	, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25	, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nue		TARIFF BRANCH
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IN CASE NO. 2007-00116	DATED June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
C	ommunity, To	wn or City
P.S.C. KY NO.	11	:
	SHEET NO.	138
CANCELLING P.	.S.C. KY NO.	10
	SHEET NO.	138

#### (26) FRANCHISE FEE

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

#### (27) INSPECTIONS

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

#### (28) PROTECTION OF JPEC EQUIPMENT

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

## (29) RELOCATION OF LINES

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

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

DATE OF ISSUE	August 15, 2009		KENTUCKY
	Μ	Ionth / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G.			TXRIFF BRANCH
	G.	Kelly Nuckols	Bunt Kirtley
TITLE President &	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBL	IC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116	DATED June 17, 200	8





Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
C	Community, To	wn or City
P.S.C. KY NO11		
-	SHEET NO.	139
CANCELLING P.S.C. KY NO.		10
	SHEET NO.	139

## (30) VOLTAGE FLUCTUATIONS CAUSED BY THE MEMBER

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

## (31) REFUSAL OR TERMINATION OF SERVICE

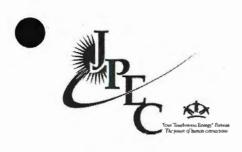
JPEC may refuse or terminate service to a Member under the following conditions, except as provided in 807 KAR 5:006:

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

DATE OF ISSUE August	15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June	25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
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	G. Kelly Nuckols	Bunt Kirtley
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IN CASE NO. 2007-0011	6 DATED _June 17, 2008	







Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, To	wn or City	
P.S.C. KY NO11		
SHEET NO.	140	
CANCELLING P.S.C. KY NO.	10	
SHEET NO.	140	

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

DATE OF ISSUE	August 15, 2009		
		Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	/ Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH
	G. Kelly N	uckols	Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	07-00116 DA	TED June 17, 2008	

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
P-	P.S.C. KY NO11
	SHEET NO. 141
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	SHEET NO141

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

## (32) TEMPORARY SERVICE

A Member requesting temporary service may be required to pay all cost of constructing, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, carnivals, fairs, camp meetings, etc., will be provided to Members making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit (amount to be determined by JPEC), for estimated consumption. Upon termination of temporary service, the payment made on estimated consumption will be adjusted to actual consumption and either а refund or additional billing will be issued to such temporary Member.

DATE OF ISSUE August 15, 2009		KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Marth / Data / Mara	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/S/_ G. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE P	UBLIC SERVICE COMMISSION	<b>10/26/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	

	Jackson Purchase Energy Corp. FOREntire Territory Served	
	Community, Town or City	
CE	P.S.C. KY NO. <u>11</u> SHEET NO. <u>142</u>	
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	SHEET NO142	
RULES AND REGULATIONS		

### NEW SERVICE TO BARNS, CAMPS, PUMPS AND MISCELLANEOUS SERVICES NOT CONSIDERED PERMANENT PREMISES

- A. This rule shall apply to services where the amount of consumption and/or the permanency of service cannot be reasonably assured as determined by JPEC.
- B. All wiring shall be in accordance with JPEC's Rules and Regulations and the most recent edition of NFPA 70, National Electrical Code.
- C. A contribution-in-aid of construction shall be required from the Applicant/Member for all facilities installed to provide service under this section. Aid of construction payment shall be estimated and received by JPEC before construction is begun. When construction is completed, the Member shall be billed for the actual cost of construction and credit for advance payment shall be given.
- D. The Member requesting service may clear right-of-way, to JPEC specifications, inspection(s) and approval, for initial installation in order to reduce cost.
- (33) DISTRIBUTION LINE EXTENSIONS
  - A. A single phase extension to a permanent premises of one thousand (1,000) feet or less shall be made by JPEC to its existing distribution line without charge for a prospective Member who shall apply for and agree to use the service for one year or more and provides guarantee for such service. The "service drop" to the structure from the distribution line at the last power pole shall not be included in the foregoing measurements. This distribution line extension shall be limited to service where the installed transformer capacity does not exceed 25 kVA. Any extensions to a Member who may require polyphase service or whose installed transformer capacity will exceed 25 kVA will be required to pay in advance additional cost of construction which exceeds that for a single phase line where the installed transformer capacity does not exceed 25 kVA.
  - B. Other Extensions:
    - 1. When an extension of JPEC's line to serve a Member or a group of Members amounts to more than one thousand (1,000) feet per Member, the total cost of excessive footage over one thousand (1,000) feet per Member shall be deposited by the Member or Members based on the estimated cost of the total extension. When construction is completed, the Member shall be billed for the actual cost of construction based on the

DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116 DATED June 17, 2008	



	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
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	SHEET NO. 143
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average cost per foot of the total extension, and credit for advance payment shall be given.

- Each Member receiving service under such extension will be reimbursed under the following plan:
  - Each year for a period of ten (10) years, which for purpose of this rule shall be the refund period, JPEC shall refund to the Member or Members who paid for the excess footage the cost of one thousand (1,000) feet of the extension in place for each additional Member connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid JPEC. No refund shall be made after the refund period ends. For additional Members connected to an extension or lateral from the distribution line, JPEC shall refund to any Member who paid for excessive footage the cost of one thousand (1,000) feet of line less the length of the lateral or extension. No refund shall be made to any Member who did not make the advance originally.
- C. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of extension. Each year for a period of ten (10) years, JPEC shall refund to applicant who paid for the extension, a sum equivalent to the cost of one thousand (1,000) feet of the extension installed for each additional Member connected during the year, but in no case shall the total amount refunded exceed the amount paid to JPEC. After the end of the refund period, no refund will be required.
- D. The applicant or applicants may elect to clear the right-of-way, to JPEC specifications, inspections and approval, to reduce the cost of the extension.
- E. The applicant or applicants shall grant the necessary easement for JPEC to construct lines off the original line extension to all adjacent property in order to receive a refund on the original deposit.

### (34) DISTRIBUTION LINE EXTENSION TO MOBILE HOMES

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

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

DATE OF ISSUE September 27, 2010	- KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Cunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2009-00451 DATED September 17, 2010	

	Jackson Purchase Energy Corp.         FOR       Entire Territory Served         Community, Town or City
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	SHEET NO. 144

Board of Directors and the Rules and Regulations as adopted and approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

- B. A perpetual lease fee will be charged for extending service to an individual mobile home when JPEC provides and installs the service termination pole (meter pole). This perpetual lease fee shall be as stipulated within JPEC's Non-Recurring Tariff as approved by JPEC's board of directors and the Kentucky Public Service Commission. This perpetual lease fee is in addition to the advance for construction fees listed below and shall be payable prior to connection of service. The meter pole thus furnished shall remain the property of JPEC. JPEC shall provide and install all meter poles. JPEC shall be responsible for all maintenance associated with meter poles or JPEC provided hardware attached to meter poles. JPEC shall not be responsible for any maintenance associated with Member's service equipment attached to JPEC's meter pole. Upon termination of service, lease shall terminate or transfer to new Member.
- C. All extensions of up to three hundred (300) feet from the nearest distribution facility shall be made without charge.

D. For extensions greater than three hundred (300) feet and less than one thousand (1,000) feet from the nearest distribution facility, JPEC may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond three hundred (300) feet.

- 1. This advance shall be refunded to the Member over a four (4) year period in equal amounts for each year the service is continued.
- 2. If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another not take its place within sixty (60) days or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
- 3. No refunds shall be made to any Member who did not make the advance originally.
- E. For extensions beyond one thousand (1,000) feet from the nearest distribution facility, JPEC may charge, in addition to the charges and refunds listed in Item 35, Section D above, an advance equal to the reasonable costs incurred by it for that portion of the service. Beyond one thousand (1,000) feet the extension shall conform to Item (34), Section B, above and shall conform to 807 KAR 5:041 Section 11.
- F. The Member requesting service may clear right-of-way for initial installation, to JPEC specifications, inspections and approval, in order to reduce cost.

DATE OF ISSUE September 27, 2010	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010 Month / Date / Year	JEFF R. DERIDUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2009-00451 DATED September 17, 2010	



Jac FOR	Jackson Purchase Energy Corp. OR Entire Territory Served	
Community, Town or City		
P.S.C. KY NO.	11	
	SHEET NO.	145
CANCELLING	P.S.C. KY NO.	10
	_ SHEET NO.	145

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

#### (35) EXTENSION OF UNDERGROUND SERVICE AND PRIMARY

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

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DERCUEIN EXECUTIVE DURECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	1()/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	·



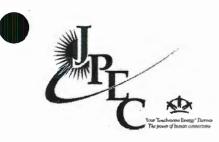
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Community, Town or City	
P.S.C. KY NO. <u>11</u>	
SHEET NO146	
CANCELLING P.S.C. KY NO. 10	
SHEET NO146	

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	10/26/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO2007-00116 DATED June 17, 2008	

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Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		wn or City
P.S.C. KY NO.	11	
	SHEET NO.	147
CANCELLING F	P.S.C. KY NO.	10
	SHEET NO.	147

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

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

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

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

#### (36) CONNECTION OR RECONNECTION OF SERVICE

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

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

#### (37) RETURNED CHECKS

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	_
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TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2007-00116 DATED June 17, 2008	



	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City P.S.C. KY NO. <u>11</u>
	SHEET NO48
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	SHEET NO. <u>148</u>

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

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

(38) MONITORING OF MEMBER USAGE

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

- A. JPEC will monitor the consumption of its Members each month.
- B. If the current month's consumption is approximately the same or if any difference is known to unique circumstance, such as unusual weather conditions common to all Members, or if the Member's previous month's consumption has been estimated, no further review will be done.
- C. If the monthly consumption differs by two hundred percent (200%) higher or fifty percent (50%) lower than the previous month's consumption and cannot be attributed to a readily identified common cause, JPEC will compare the Member's consumption records for the twelve (12) month period with the same months of the preceding year.

D. If the cause for the deviation in consumption cannot be determined from analysis of the Member's meter reading and billing records, JPEC will contact the Member to determine whether there have been changes such as different number of household members, additional and different appliances, any problems with the heating or cooling unit(s) or other reasons for the deviation in consumption.

- E. Where the deviation is not otherwise explained, JPEC will test the Member's meter to determine whether it shows an average error greater than two percent (2%) fast or slow.
- F. JPEC will notify the Member of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10 (4) and (5).
- G. In addition to the monthly monitoring, JPEC will immediately investigate deviations in consumption brought to its attention as a result of its on-going meter reading or billing process or Member inquiry.

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year - ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
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IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR Lackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City	
P.S.C. KY NO	
SHEET NO149	
CANCELLING P.S.C. KY NO. 10	
SHEET NO. <u>149</u>	

#### (39) JOINT USE AND ATTACHMENTS

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

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

#### (40) COMPLAINTS

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

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DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
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IN CASE NO. 2007-00116 DATED June 17, 2008	

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## Jackson Purchase Energy Corporation

2900 Irvin Cobb Drive Paducah, KY 42003

Rates, Rules and Regulations for Furnishing

# **ELECTRIC SERVICE**

In six counties in the State of Kentucky as depicted on territorial maps as filed with the



# PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue September 20, 2011 Date Effective With Service Rendered On and After September 1, 2011

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Issued by G. Kelly Nuckols, President and CEO /s/ G. Kelly Nuckols

KENTUCKY PUBLIC SERVICE COMMISSIO	J
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
TARIFF BRANCH	
Bunt Kirtley	
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR	Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
P.S.C. KY	NO. 8
· · · · · · · · · · · · · · · · · · ·	SHEET NO. 1
CANCELL	ING P.S.C. KY NO7
	SHEET NO. 1
GENERAL INDEX	

98

110

112

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RULES AND REGULATIONS

July 17, 2009

July 17, 2009 July 17, 2009 July 17, 2009

July 17, 2009

July 17, 2009

September 1, 2011

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			1
Section 1 – Schedule of Rates	Page Number	Effective Date	
R – Residential	4	September 1, 2011	т
C-1 Small Commercial Single Phase	7	September 1, 2011	T
C-3 – Small Commercial Three Phase	9	September 1, 2011	Ť
OL – Outdoor Lighting	11	September 1, 2011	T
D – Commercial and Industrial Demand Less Than 3,000 kW	14	September 1, 2011	Ť
I-E – Large Commercial and Industrial – Existing	18	June 25, 2008	
L – Large Commercial and Industrial 3,000-5,000 kW	22	June 25, 2008	
L-E – Large Industrial Member Expansion	26	June 25, 2008	
Non-Recurring Fees	27	September 17, 2010	
NM – Net Metering	28	June 25, 2008	
SPC-A – Small Power Production or Cogeneration Less Than 100 kW	56	June 25, 2008	
SPC-B – Small Power Production or Cogeneration Greater Than 100 kW	57	June 25, 2008	
CTAT – Cable Television Attachment Tariff	74	June 25, 2008	
BRTC – Ballard Rural Telephone Cooperative Corporation, Inc. Tariff	83	June 25, 2008	
Section 2 – Power Curtailment	Page Number	Effective Date	
Power Curtailment Procedure	91	June 25, 2008	
Section 3 – Adjustment and Riders	Page Number	Effective Date	
Franchise Fee	95	June 25, 2008	
School Tax	97	June 25, 2008	

SCHEDULE OF RATES

FAC - Fuel Adjustment Clause

ES - Environmental Surcharge

RER – Rural Economic Reserve

RA – Rebate Adjustment

USAC - Unwind Surcredit Adjustment Clause

MRSM - Member Rate Stability Mechanism

G-1 - Renewable Resource Energy Service

PPA - Non-Smelter Non-FAC Purchase Power Adjustment

DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President	G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION	effective 9/1/2011
IN CASE NO. 201	1-00057 DATED September 6, 201	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jackson Purchase Energy Corp. FOREntire Territory Served			
Community, Town or City			
P.S.C. KY NO. 8			
SHEET NO2			
CANCELLING P.S.C. KY NO. 7			

GENERAL	INDEX	
SCHEDULE OF RATES		AND REGULATIONS
Section 4 – Rules and Regulations	Page Number	Effective Date
Members Bill of Rights	117	June 25, 2008
Scope	. 119	June 25, 2008
Revisions	119	June 25, 2008
Supersede Previous Rules and Regulations	119	June 25, 2008
Service Area	119	June 25, 2008
Availability	119	June 25, 2008
Availability of Service to Delinguent Member	120	June 25, 2008
Application for Electric Service	120	June 25, 2008
Membership	120	June 25, 2008
Continuity of Service	120	June 25, 2008
Easements	121	June 25, 2008
Right of Access	121	June 25, 2008
No Prejudice of Rights	121	June 25, 2008
Non-Standard Service	122	June 25, 2008
Billing	122	June 25, 2008
Deposits	123	June 25, 2008
Levelized Billing	124	June 25, 2008
Partial Payment Plan	125	June 25, 2008
Location of Meters	125	June 25, 2008
Meter Tests	125	June 25, 2008
Services Performed for Members	126	June 25, 2008
Resale of Power by Members	126	June 25, 2008
Notice of Trouble	126 ANCE	June 25, 2008
Point of Delivery	126	June 25, 2008
Failure of Meter to Register	127 SFP ()	1 20une 25, 22008
Member's Wiring and Installation	127	June 25, 22008
Franchise Fee	128ENTUCK	Y PUghe 25, 22008
Inspections	128 VICE CC	June 25, 22008
Protection of JPEC Equipment	128	June 25, 2008

DATE OF ISSUE September 20, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 9/1/20 11
IN CASE NO. 2011-00057 DATED September 6, 201	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





SHEET NO. 2



FOR		son Purchase Entire Territe	e Energy Corp. ory Served
Community, Town or City			
P.S.C.	KY NO.	8	
		SHEET NO.	3
CANC	ELLING P.S	5.C. KY NO.	7

\_\_\_\_SHEET NO. \_\_\_\_\_

GENERAL INDE	X		٦
SCHEDULE OF RATES	RULE	S AND REGULATIONS	
Section 4 – Rules and Regulations continued	Page Number	Effective Date	
Relocation of Lines	128	June 25, 2008	Т
Voltage Fluctuations Caused by the Member	129	June 25, 2008	T
Refusal or Termination of Service	129	June 25, 2008	Ť
Temporary Service	131	June 25, 2008	Т
New Service to Barns, Camps, Pumps and Miscellaneous	132	June 25, 2008	Т
Distribution Line Extensions	132	June 25, 2008	Т
Distribution Line Extensions to Mobile Homes	133	September 17, 2010	Т
Extension of Underground Service and Primary	135	June 25, 2008	Т
Connection or Reconnection of Service	137	June 25, 2008	Т
Returned Checks	137	June 25, 2008	Т
Monitoring of Member Usage	138	June 25, 2008	Т
Joint Use and Attachments	139	June 25, 2008	Т
Complaints	139	June 25, 2008	Т



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DATE OF ISSUE September 20, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
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ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>9/1/2011</b>
IN CASE NO. 2011-00057 DATED September 6, 201	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.

 4

 CANCELLING P.S.C. KY NO.

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

CANCELLED

SEP 0 1 2011

KENTUCKY PUBLIC SERVICE COMMISSION

I

#### RATES AND CHARGES SCHEDULE R – RESIDENTIAL

#### Applicability

Entire service territory.

#### **Availability of Service**

Available to all residential Members for use in the home and on the farm. Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances and other domestic purposes.

Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, JPEC may require as a condition precedent to the application of the residential rate that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Member, at the Member's option in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to a Member at an appropriate non-residential rate.

If a separate meter is used to measure the consumption to remotely located buildings, such as garages, barns, pump houses, grain bins or other outbuildings, or facilities, such as electric fences, it will be considered a separate service and be billed as a separate service at the applicable non-residential rate.

# Type of Service Single phase, 60 cycle at available secondary service voltages. Rates Facilities Charge: Per month \$9.61 All Energy: Per kWh per month \$0.077788

DATE OF ISSUE	September 20, 2011			KENTUCKY
	Mor	hth / Date / Yo	ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011	Subject to	Change & Re	
	Mo	onth / Date /	Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G	. Kelly Nuckols			TARIFF BRANCH
	G. Ke	elly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLI	C SERVICE	COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	1-00057	DATED	September 6	, 2011



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

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

 SHEET NO.

 CANCELLING P.S.C. KY NO.

SHEET NO. 5

#### RATES AND CHARGES SCHEDULE R – RESIDENTIAL

#### **Delivery Point**

The delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. Normally, JPEC will furnish a meter base to the Member which shall be installed by the Member in the Member's service entrance facilities. All wiring and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Condition of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater and for smaller motors when specified by JPEC because of power line characteristics.

#### **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider School Tax Fuel Adjustment Clause (FAC) Environmental Surcharge (ES) Unwind Surcredit Adjustment Clause (USAC) Rebate Adjustment (RA)

Sheet 95 Sheet 97 Sheet 98 Sheet 100 Sheet 102 Sheet 104

CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE	September 20, 2011		KENTUCKY
	Mo	onth / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE		L (Subject to Change & Re Nonth / Date / Year	UIND JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols		TARIFF BRANCH
	G. I	Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUB	LIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057 DAT	ED September 6, 2011	

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Your Touchsone Denny Human The power of human concustors	CANCELLING P.S.C. KY NO.	7
	SHEET NO.	6
RATES AND CHA	RGES	
SCHEDULE R – RES	IDENTIAL	
Member Rate Stability Mechanism (MRSM) Rural Economic Reserve (RER) Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 106 Sheet 108 Sheet 110	N

CANCELLED
SEP 0 1 2011
KENTUCKY PUBLIC

DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change & Rei	und) JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G	. Kelly Nuckols	- 0 1/1
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	1-00057 DATED September 6, 2011	· · ·



FOR	Entire Territo	e Energy Corp. ory Served
С	ommunity, To	own or City
P.S.C. KY NO.	8	
	SHEET NO.	7
CANCELLING P	.S.C. KY NO.	7
	SHEET NO.	7

#### RATES AND CHARGES SCHEDULE C-1 – SMALL COMMERCIAL SINGLE PHASE

#### Applicability

Entire service territory.

#### **Availability of Service**

To general lighting and small power commercial loads served at single phase available voltage levels.

Service under this schedule will be limited to maximum loads not exceeding 25 kW. Service to existing Members with a maximum load exceeding 25 kW is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. New Members, upon demonstrating an average demand of 25 kW or greater, will be served under the appropriate rate schedule, other than this schedule.

#### **Type of Service**

Single phase, 60 cycle at available voltages.

Rates

Facilities Charge: All Energy: Per month Per kWh per month



#### Payment Terms

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

DATE OF ISSUE	September 20, 2011			
·	Mon	th / Date / Y	ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (	Subject to	Change & Re	
	Mo	nth / Date / '	Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ 0	G. Kelly Nuckols			TARIFF BRANCH
		lly Nuckols		Bunt Kutley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLI	C SERVICE	COMMISSIO	J 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057	DATED	September 6	, 2011



FOR	Entire Territo	
	Community, To	own or City
P.S.C. KY NO.	8	
	SHEET NO.	8
CANCELLING	P.S.C. KY NO.	7
	SHEET NO.	8

#### RATES AND CHARGES

#### SCHEDULE C-1 - SMALL COMMERCIAL SINGLE PHASE

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95	·,	
School Tax	Sheet	97		
Fuel Adjustment Clause (FAC)	Sheet	98		
Environmental Surcharge (ES)	Sheet	100		
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102		
Rebate Adjustment (RA)	Sheet	104		
Member Rate Stability Mechanism (MRSM)	Sheet	106		
Rural Economic Reserve (RER)	Sheet	108		
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet	110	N	
Terms and Conditions			CANCELLED	
Service will be furnished under JPEC's Rules and Regulations applicable her	eto.		SEP 0 1 2011	
Delivery Point		l	KENTUCKY PUBLIC SERVICE COMMISSION	

# The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE September 20, 2011	, in the second se	
Month	n / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 (S	ubject to Change & Rei	
Mon	th / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
G. Kelly	y Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC	SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-00057 DATED	September 6, 2011	





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 9

CANCELLING P.S.C. KY NO. 7

SHEET NO. 9

#### RATES AND CHARGES SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

#### Applicability

Entire service territory.

#### **Availability of Service**

To general lighting and small power commercial loads served at three phase available voltage levels and not exceeding 25 kW.

#### **Type of Service**

Three phase, 60 cycle at available voltages.

Rates

Facilities Charge: All Energy: Per month Per kWh per month CANCELLED SEP 0 1 2011 \$19.22 \$0.074884 CANCELLED SEP 0 1 2011

#### Payment Terms

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	97
Fuel Adjustment Clause (FAC)	Sheet	98

DATE OF ISSUE	September 20, 2011	
_	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change & Re	
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:001 SECTION 9 (1)
IN CASE NO. 20	11-00057 DATED September 6, 201	1

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Jackson Purchase Energy Corp. FOR Entire Territory Served			
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P.S.C. KY NO.	8		
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CANCELLING P	.S.C. KY NO.	7	
	SHEET NO.	10	

#### RATES AND CHARGES SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

Environmental Surcharge (ES) Unwind Surcredit Adjustment Clause (USAC) Rebate Adjustment (RA) Member Rate Stability Mechanism (MRSM) Rural Economic Reserve (RER) Non-Smelter Non-FAC Purchase Power Adjustment (PPA) Sheet 100 Sheet 102 Sheet 104 Sheet 106 Sheet 108 Sheet 110



#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

#### **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change & Re	
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G	. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	1-00057 DATED September 6, 2011	



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served			
C	Community, To	own or City		
P.S.C. KY NO.	8			
	SHEET NO.	11		
CANCELLING P	.S.C. KY NO.	7		
	SHEET NO.	11		

#### RATES AND CHARGES SCHEDULE OL - OUTDOOR LIGHTING

#### Applicability

Applicable to any class Member.

#### Type of Service

JPEC will install and maintain automatic lighting fixtures and lamps for high pressure sodium (HPS) or metal halide (Metal) lamps controlled by a photo cell. Existing mercury vapor (MV) lamps will be maintained for existing Members as long as ballasts and bulbs are available but will not be offered for new applications. MV lights will be converted to equivalent high pressure sodium or metal halide lights at the applicable rates if a mercury vapor light is not repairable.

#### **Rate Per Month**

	Lamp	Standard Fixture	Monthly	Rate per	CANCELLED
Watts	Туре	Lumens	kWh	Unit	CANCELLED
175	MV	7,000	70	\$8.82	SEP 0 1 2011
400	MV	20,000	145	13.64	I
100	HPS	8,000	40	8.48	KENTUCKY PUBLIC
250	HPS	23,000	95	11.77	SERVICE COMMISSION
250	HPS - Flood	23,000	95	12.36	I
175	Metal	14,000	72	14.35	I
150	Metal	13,000	63	13.90	I
400	Metal	34,000	163	20.89	I
1,000	Metal - Flood	110,000	367	30.95	I

#### **Terms of Payment**

The above terms are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply.

DATE OF ISSUE	September 20, 2011	KENTHOLOG
_	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change & Re	und) JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G	. Kelly Nuckols	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057 DATED September 6, 2011	

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
Pr	P.S.C. KY NO. <u>8</u> SHEET NO. <u>12</u>
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	SHEET NO12
R	ATES AND CHARGES
SCHEDU	LE OL – OUTDOOR LIGHTING

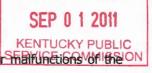
Upon initial request for lighting, Member shall agree to a minimum service period of two (2) years. If Member disconnects the lighting service before the end of the two year period any remaining balance will be billed to the Member. This term shall apply to a new lighting installation or when an on-site trip is required to energize a previously existing light.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

JPEC will furnish and install one complete lighting unit consisting of the light fixture, arm, ballast, photo cell and lamp. Service may be installed on any existing facility owned by JPEC, other than a meter pole, or on a new lighting pole provided by JPEC, such that only one (1) pole per account and/or property location shall be used exclusively for outdoor lighting purposes. Such an exclusive lighting pole provided by JPEC shall be within one hundred fifty (150) feet of existing JPEC facilities. In the event that facilities other than the preceding items (i.e., added cost ornamental lighting and/or poles and/or additional poles) are required, the member shall pay a nonrefundable contribution-in-aid of construction equal to the total additional cost incurred by JPEC for the additional facilities. Such cost shall include all added material, labor and applicable overhead costs. The contribution-in-aid of construction shall be deposited by the Member or Members based on the estimated cost of the additional facilities. When construction is completed, the Member or Members shall be billed for the actual cost of construction, and credit for advance payment shall be given.

All material provided by JPEC shall remain the property of JPEC.



Illumination shall be furnished from dusk until dawn using JPEC's best efforts. Outages or maifunctions of the ON light should be reported as promptly as possible by the Member.

Maintenance to JPEC facilities (including lamp, ballast, standard globe, standard shade and photo cell replacements, and/or pole) will be performed by JPEC without cost during normal work hours. The Member or Members are responsible for painting of any ornamental fixtures or will reimburse JPEC for any painting requested by the Member or Members. JPEC may require pre-payment before painting is performed.

DATE OF ISSUE June 7, 2011		
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Keliy Nuckois	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	





FOR _	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C. #	(Y NO.	8	•	
		SHEET NO.	13	
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		SHEET NO.	13	

#### RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

Any damage to the lamps, luminaries and other equipment resulting from actions other than those performed by JPEC personnel may be charged to the Member or Members at cost, on a separate invoice, if not reimbursed to JPEC by a third party.

JPEC will not mount light fixtures on a meter pole.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	97
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106
Rural Economic Reserve (RER)	Sheet	108
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet	110



DATE OF ISSUE	September 20, 2011	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change & Re Month / Date / Year	und) JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ (	G. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057 DATED September 6, 2011	

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 14 CANCELLING P.S.C. KY NO. 7

SHEET NO. 14

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#### RATES AND CHARGES

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

#### Applicability

Entire service territory.

#### **Availability of Service**

To commercial and industrial Members with maximum single or three phase load greater than 25 kW and less than 3,000 kW.

Members, upon demonstrating a billed demand of 3,000 kW or greater in two (2) months of any consecutive thirteen (13) month period, will be served under the appropriate (excluding this) rate schedule and shall remain on that schedule for a minimum of twelve (12) consecutive months. For the first billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the existing rate. For the second billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the appropriate (excluding this) rate schedule.

#### **Type of Service**

Single phase or three phase, 60 cycle at available voltages.

#### Rates

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Facilities Charge:	Per month	\$37.37 KENTUCKY PUBLIC	
Demand Charge:	Per kW per month	\$6.94 SERVICE COMMISSION	
Energy:			
First	200 kWh per kW per month	\$0.048011 per kWh per month	
Next	200 kWh per kW per month	\$0.040217 per kWh per month	
Next	200 kWh per kW per month	\$0.036256 per kWh per month	
Over	600 kWh per kW per month	\$0.032413 per kWh per month	
Next	200 kWh per kW per month 200 kWh per kW per month	\$0.040217 per kWh per month \$0.036256 per kWh per month	

DATE OF ISSUE	September 20, 2011		
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to C	hange & Refund	d) JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Ye	ar	TARIFE BRANCH
ISSUED BY /s/ (	5. Kelly Nuckols		
	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE O	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057 DATED	September 6, 2	011



Jackson Purchase Energy Corp. FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 15

CANCELLING P.S.C. KY NO. 7

SHEET NO. 15

CANCELLED

SEP 0 1 2011

KENTUCKY PUBLIC SERVICE COMMISSION

#### RATES AND CHARGES

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

The monthly billing shall be the sum of the Facilities Charge, Demand Charge, Energy Charge, any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand shall be the maximum integrated thirty (30) minute demand of the Member at the Member's delivery point as indicated or recorded by a demand meter. Member shall maintain a power factor at the delivery point as nearly practical to unity (100%). Power factor during normal operation may range from unity to ninety percent (90%). If Member's power factor is less than ninety percent (90%) at time of maximum load, JPEC reserves the right to adjust the maximum monthly metered demand for billing purposes in accordance with the following formula:

Monthly Billing Demand (kW) = Maximum Actual Measured Demand (kW) X 90%

Power Factor (%)

#### **Monthly Demand Charge**

The monthly demand charge under this schedule shall be determined from the greater of (1), (2), (3) or (4), except as noted below:

- 1. The maximum kW demand registered in the current billing period applied to current demand charge.
- The maximum power factor adjusted demand registered in the current billing period applied to current demand charge.
- 3. The capacity charge based on the applicable installed transformer capacity in accordance with the following formula:

Capacity Charge = Installed Transformer Capacity (kW) X \$1.00 per kW

4. Twenty percent (20%) of the agreement or contract capacity, based on the expected or requested maximum kW demand upon the system, applied to current demand charge.

DATE OF ICCUE June 7 2011		
DATE OF ISSUE June 7, 2011	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 201	1 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF TH	IE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.

 16

 CANCELLING P.S.C. KY NO.

SHEET NO. 16

#### RATES AND CHARGES

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

For Members who receive service at primary voltage (7,200 volts or greater), 3. above shall not be applicable and the factor in 4. above shall be ten percent (10%).

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics. All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

#### **Delivery Point**

The point of delivery of electric power and energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. JPEC may furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities. The Member's conductors may be terminated by JPEC at a location as determined by JPEC.

#### **Primary Service**

A two and one-half percent (2 ½%) primary discount will be applied to rates in the bill, Kincluding minimum charge, of any primary delivery Member who has a demand of 100 kW or more during the billing period. For those Members with demand less than 100 kW, two and one-half percent (2 ½%) primary discount shall not be applicable in order to offset the additional equipment costs of the primary metering installation. Primary service under this rate schedule is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. Primary metering installations shall be evaluated on an individual basis.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

DATE OF ISSUE June 7, 2011	-	
DATE OF 1350L June 7, 2011	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols		· · /
	G. Kelly Nuckols	Brent Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	



### CANCELLED SEP 0 1 2011

	FOR Entire Territory Served Community, Town or City
Cher Facher Branch	P.S.C. KY NO. <u>8</u> 
RATES AND CHAR	SHEET NO
SCHEDULE D – COMMERCIAL AND INDUSTRIA	DEMAND LESS THAN 3,000 kW
Franchise Fee Rider School Tax	Sheet 95 Sheet 97
Fuel Adjustment Clause (FAC) Environmental Surcharge (ES) Unwind Surcredit Adjustment Clause (USAC)	Sheet 98 Sheet 100 Sheet 102
Rebate Adjustment (RA) Member Rate Stability Mechanism (MRSM) Rural Economic Reserve (RER)	Sheet 104 Sheet 106 Sheet 108
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	

#### Payment Terms

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rate shall apply to any unpaid portion.



DATE OF ISSUE	September 20, 2011		
	Month / Da	te / Year	KENTUCKY     PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subj	ect to Change & Refund ate / Year	d) JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nucl	kols	Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SE	RVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057 DATED	September 6, 2011	



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	C	community, To	wn or City	
P.S.C.	KY NO.	.8		
		SHEET NO.	18	
CANC	ELLING P	.S.C. KY NO.	7	
		SHEET NO.	18	

#### **RATES AND CHARGES** SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

#### Applicability

Entire service territory.

#### **Availability of Service**

To existing Members as of the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members with maximum load greater than 3,000 kW and less than 10,000 kW contracting for service under terms and conditions set forth in the Large Industrial Customer Tariff of Big Rivers Electric Corporation.

The Member will continue to be billed under this rate schedule until such time as the billed demand for the Member is less than 3,000 kW for twelve (12) consecutive months.

Service under this schedule will be limited to maximum loads not exceeding 10,000 kW. Members with new or increased load requirements that exceed 10,000 kW will have a rate developed as part of their agreement or contract based upon their electrical characteristics.

#### Type of Service

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ISSJE	August 15, 2009	Marth / Data / Van	<u> </u>	- KENTUCKY
		Month / Date / Yea	-	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN EXECUTIVE DIRECTOR
		Month / Date / Ye	ar	TARIFE BRANCH
ISSJED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
10002001		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	







 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 19

CANCELLING P.S.C. KY NO. 7

SHEET NO. 19

#### RATES AND CHARGES

#### SCHEDULE I-E -- LARGE COMMERCIAL AND INDUSTRIAL -- EXISTING

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- 2. Member's service characteristics shall meet the qualifications for service specified in the Big Rivers Large Industrial Customer Tariff.
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### Monthly Charges

Service Charge:	Per month	\$320.30	I
Demand Charge:	First 3,000 kW of billing demand per month	\$36,834.06	I
	All additional kW per kW per month	\$12.28	I
All Energy:	Per kWh per month	\$0.029427	I

#### **Minimum Monthly Charge**

The minimum monthly charges under this rate shall be the sum of the monthly Service Charge (\$320.30) and \$36,834.06 where 3,000 kVA or less of transformer capacity is required. For Members requiring more than 3,000 kVA of transformer capacity, the minimum monthly charge shall be increased by \$1.00 for each kVA or fraction thereof required above 3,000 kVA. Where it is necessary to extend or reinforce facilities in excess of standard service facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities of one and one-half percent (1 1/2%) per month of the total cost of the excess facilities as a facilities charge for which no power and energy would be delivered. Any applicable Adjustment Clause, and applicable taxes shall be in addition to the charges above.

#### **Determination of Billing Demand**



The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand late such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end

DATE OF ISSUE	September 20, 2011		KENTHORY
-	Month / Dat	e / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject		und) JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols			
TITLE President	G. Kelly Nuck	ois	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 20	11-00057 DAT	ED September (	, 2011





Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 20

CANCELLING P.S.C. KY NO. 7

SHEET NO. 20

#### RATES AND CHARGES SCHEDULE I-E – LARGE COMMERCIAL AND INDUSTRIAL – EXISTING

of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =

Maximum Actual Measured Demand (kW) X 90% Power Factor (%)

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC will provide investment in facilities up to \$11.00 per kW times the estimated or known average twelve (12) month billing demand. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment in excess of the base amount.

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

DATE OF ISSUE August 15, 2009 Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Ye	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	COMMISSION 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED	June 17, 2୬୫୫



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.

 21

 CANCELLING P.S.C. KY NO.

 7

 SHEET NO.

 21

 SHEET NO.

 7

 SHEET NO.

#### RATES AND CHARGES

SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	97
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet	110

#### **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.



DATE OF ISSUE	September 20, 2011	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change & Re	
	Month / Date / Year	EXECUTIVE DIRECTOR TARIFF BRANCH
ISSUED BY /s/ G.	. Kelly Nuckols	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President &	& CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	1-00057 DATED September 6, 2011	

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Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>22</u>

CANCELLING P.S.C. KY NO. 7

SHEET NO. 22

#### RATES AND CHARGES

SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### Applicability

Entire service territory.

#### **Availability of Service**

To new Members or Members changing rate class after the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members demonstrating a maximum load of at least 3,000 kW and less than 5,000 kW.

The Member will execute a service agreement or contract with JPEC as approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

Service under this schedule will be limited to maximum loads not exceeding 5,000 kW. Members with new load requirements that exceed 5,000 kW or existing Members with increased load requirements that exceed 5,000 kW above the historical load level will have a rate developed as referenced in Schedule L-E.

#### Type of Service

Three phase, 60 cycle served at primary or transmission voltage.

#### Conditions of Service

Service will be furnished under JPEC's Rules and Regulations applicable hereto.



It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ISSUE August	15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June	25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly N	luckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER	OF THE PUBLIC SERVICE COMMISSI	ON 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-0011	6 DATED June 17, 2	2008



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>23</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. 23

9/1/2011

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

#### RATES AND CHARGES SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### Monthly Charges

Service Charge:	Per month	\$320.30	I
Demand Charge:	Per kW per month	\$12.06	I
All Energy:	Per kWh per month	\$0.029427	I

The monthly billing shall be the sum of the Service Charge, Demand Charge, Energy Charge, Facilities Charge (if any), any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =	Maximum Actual Measured Demand (kW)	X 90%
	Power Factor (%)	CANCELLED
		SEP 0 1 2011
	×	KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE September 20, 2011 Month /	Date / Year PUBLIC SERVICE	
Month ,	pject to Change & Rejund) JEFF R. DE / Date / Year EXECUTIVE D	ROUEN DIRECTOR
ISSUED BY <u>/s/ G. Kelly Nuckols</u> G. Kelly N		intery
TITLE President & CEO	EFFECT	TIVE **

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00057

DATED September 6, 2011



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>24</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. <u>24</u>

#### **RATES AND CHARGES**

SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC may provide facilities to fulfill the estimated or known average twelve (12) month billing demand of the Member. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment. The Member may elect to provide its own facilities and JPEC will not bill for any facilities charges.

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

School TaxSheet97Fuel Adjustment Clause (FAC)Sheet98Environmental Surcharge (ES)Sheet100Unwind Surcredit Adjustment Clause (USAC)Sheet102Rebate Adjustment (RA)Sheet104	KENTUCKY PUBLIC SERVICE COMMISSION
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DATE OF ISSUE	September 20,	2011		KENTUCKY
		Month / [	Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1,		bject to Change & Rei Date / Year	und) JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nu	uckols	Bunt Kirthey
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC S	ERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	11-00057	DATED	September 6, 2011	

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
P_	P.S.C. KY NO. 8
C-L	SHEET NO. 25
Your Konkheisne Energy: Normer "The power of human communication	CANCELLING P.S.C. KY NO. 7
	SHEET NO. 25
RATES AND	CHARGES
SCHEDULE L – LARGE COMMERCIAL	AND INDUSTRIAL 3,000-5,000 kW
Member Rate Stability Mechanism (MRSM)	Sheet 106

Non-Smelter Non-FAC Purchase Power Adjustment (PPA)

#### **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

Sheet 110



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DATE OF ISSUE Sep	otember 20, 2011	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE S	eptember 1, 2011 (Subject to Change & Re Month / Date / Year	und) JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols		
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & C	EO	EFFECTIVE
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2011-0	DO057 DATED September 6, 2011	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 26

CANCELLING P.S.C. KY NO. 7

SHEET NO. 26

#### RATES AND CHARGES

#### SCHEDULE L-E - LARGE INDUSTRIAL MEMBER EXPANSION

#### Applicability

This rate shall apply to those power requirements of any Member with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.

#### **Conditions of Service**

Service hereunder shall be subject to the following conditions:

- 1. The Member must execute a written agreement or contract for electric service or amend an existing agreement or contract; and
- 2. The Member's service characteristics must qualify all or some portion of the Member's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Customer Expansion Tariff.

#### **Monthly Rate**

A. Wholesale Power Cost:

An annual amount equal to all monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rates for wholesale electric service (including transmission service) hereunder.

B. Retail Adders:

Retail Adders shall be determined on a case-by-case basis for that portion of each Member's load served under this tariff.

KENTUCKY PUBLIC SERVICE COMMISSIO

SEP 0 1 2011

DATE OF ISSUE August 15, 2009	
Month / Date / Year	
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 507 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>27</u> CANCELLING P.S.C. KY NO. <u>7</u>

SHEET	NO.	27

· · · · · · · · · · · · · · · · · · ·	RATES AND CHARGES
	NON-RECURRING FEES

#### Applicability

Entire service territory.

#### **Availability of Service**

Non-recurring fees are fees to members due to a specific request or action for certain types of service activity for which, when the activity is completed, no additional fees may be incurred. Such fees are intended to be limited in nature and to recover the specific cost of the activity.

#### Rates

Collection Fee	\$20.00
Returned Check Fee	\$20.00
Connection or Reconnection (Regular Hours) Fee	\$25.00
Connection or Reconnection (After Hours) Fee	\$75.00
Meter Test Request Fee	\$35.00
Meter Pole Perpetual Lease Fee	\$100.00



DATE OF ISSUE September 27, 2010		KENTUCKY	
	Month / Date / Year	PUBLIC SERVICE COMMISSION	
DATE EFFECTIVE	September 17, 2010	JEFF R. DEROUEN	
	Month / Date / Year	EXECUTIVE DIRECTOR	
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH	
1910	G. Kelly Nuckols	Bunt Kirtley	
TITLE President & CEO		EFFECTIVE	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	9-00451 DATED September 17, 2010		



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 28 CANCELLING P.S.C. KY NO. 7 SHEET NO. 28

CANCELLED

SEP 0 1 2011

KENTUCKY PUBLIC

#### RATES AND CHARGES SCHEDULE NM - NET METERING

#### Applicable

To entire territory served.

#### Available

Net Metering is available to eligible Member-generators in Jackson Purchase Energy Corporation's (JPEC's) service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of JPEC's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of JPEC's single hour peak load during the previous year, upon Commission approval, JPEC's obligation to offer net metering to a new Member-generator may be limited. An eligible Member-generator shall mean a retail electric Member of JPEC with a generating facility that:

- 1. Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2. Has a rated capacity of not greater than thirty (30) kilowatts;
- 3. Is located on the Member's premises;
- 4. Is owned and operated by the Member;
- 5. Is connected in parallel with JPEC's electric distribution system; and
- 6. Has the primary purpose of supplying all or part of the Member's own electricity requirements.

At its sole discretion, JPEC may provide Net Metering to other Member-generators not meeting all the conditions listed above on a case-by-case basis.

The term "Member" hereinafter shall refer to any Member requesting or receiving Net Metering services under this tariff.

DATE OF ISSUE August 15	2009	
Prile of 10002 <u>ragueris</u>	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2	2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuc	kols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	·	EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSI	ON 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8	, 2009



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. `8 SHEET NO. 29 CANCELLING P.S.C. KY NO. 7

SHEET NO. 29

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#### **RATES AND CHARGES** SCHEDULE NM - NET METERING

#### Metering

JPEC shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in JPEC's Commission-approved base rates.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

#### Billing

- 1. The amount of electricity billed to the Member shall be calculated by taking the difference between the electricity supplied by JPEC to the Member and the electricity generated and fed back by the Member. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the Member shall be net-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 with the Member then currently in place.
- 2. If the electricity supplied by JPEC exceeds the electricity generated and fed back to JPEC during the billing period, the Member shall be billed for the net electricity supplied. If the electricity fed back to JPEC by the Member exceeds the electricity supplied by JPEC during a billing period, the Member shall be credited for the excess kilowatt-hours, and this electricity credit shall appear on the Member's next bill. Credits shall carry forward for the life of the Member-generator's account.
- 3. The energy rates, rate structure, and monthly charges shall be identical to those in the contract or tariff to which the Member would be assigned if the Member were not receiving service under this tariff.
- Excess electricity credits are not transferable between Members or locations.
- 5. No cash refund for residual generation-related credits shall be paid if an account under this tariff, is closed. CANCELLED

	SEP 0 1 2011
	KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2	009







 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.

 CANCELLING P.S.C. KY NO.

SHEET NO. 30

SEP 0 1 2011

## RATES AND CHARGES

## SCHEDULE NM - NET METERING

#### APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from JPEC prior to connecting the generator facility to JPEC's system.

Applications will be submitted by the Member and reviewed and processed by JPEC according to either Level 1 or Level 2 processes defined below.

JPEC may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, JPEC will work with the Member to resolve those issues to the extent practicable.

Members may contact JPEC to check on status of an Application or with questions prior to submitting an Application. JPEC contact information can be found on the Application form. The Application may be submitted by mail to, or in person at, the address found on the Application form.

#### LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

JPEC will approve the Level 1 Application if the generating facility also meets all of the following conditions:

 For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

			SERVICE COMMISSION
DATE OF ISSUE August 15, 2009			KENTUCKY
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Yea	ir 📃 📃	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE I	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp.

CANCELLING P.S.C. KY NO. 7

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## RATES AND CHARGES SCHEDULE NM – NET METERING

- If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3. If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4. If the generating facility is to be connected to three-phase, three wire primary JPEC distribution lines, the generator shall appear as a phase-to-phase connection at the primary JPEC distribution line.
- 5. If the generating facility is to be connected to three-phase, four wire primary JPEC distribution lines, the generator shall appear to the primary JPEC distribution line as an effectively grounded source.
- 6. The interconnection will not be on an area or spot network. Area and spot networks are systems in which multiple transformers are interconnected on the secondary side and multiple primary voltage circuits are used to feed the transformers. A spot network is typically used to serve a single building and all the transformers are in one location. An area network typically serves multiple Members with secondary conductors covering multiple city blocks and with transformers at various locations.
- JPEC does not identify any violations of any applicable provisions of Institute of Electrical and Electronics Engineers Standard 1547 (IEEE 1547), "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8. No construction of facilities by JPEC on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, JPEC, in its <u>sole discretion</u>, may either: 1) approve the generating facility under the Level 1 Application if JPEC determines that the generating facility can be

	SEP 0 1 2011
DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	But Kirtley
TITLE President & CEO	- EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/201 1 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	· · · · · · · · · · · · · · · · · · ·



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SCHED	DULE NM – NET METERING

safely and reliably connected to JPEC's system; or 2) deny the Application as submitted under the Level 1 Application.

JPEC shall notify the Member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, JPEC will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test. The Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by JPEC and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless JPEC expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to noncompliance with any provision in the Application and JPEC approval, the Member shall not operate the generating facility until any and all noncompliance is corrected and re-inspected by JPEC.

If the Application is denied, JPEC will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

#### LEVEL 2

A Level 2 Application is required under any of the following:

1. The generating facility is not inverter based;

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SEP 0 1 2011
KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE	August 15, 2009			
		Month / Date / Year	Ĺ_	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	Marth ( Data ( Va		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	08-00169	DATED	January 8, 2009	)



FOR Entire Territory Served Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 33

CANCELLING P.S.C. KY NO. 7

SHEET NO. 33

## RATES AND CHARGES SCHEDULE NM – NET METERING

- 2. The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3. The generating facility does not meet one or more of the additional conditions under Level 1.

JPEC will approve the Level 2 Application if the generating facility meets JPEC's technical interconnection requirements, which are based on IEEE 1547. JPEC shall make its technical interconnection requirements available online and upon request.

JPEC will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time JPEC will respond in one of the following ways:

- 1. The Application is approved and JPEC will provide the Member with an Interconnection Agreement to sign.
- 2. If construction or other changes to JPEC's distribution system are required, the cost will be the responsibility of the Member. JPEC will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, JPEC will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- The Application is denied. JPEC will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in JPEC approval. Member may resubmit Application with changes.
   SEP 0 1 2011

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other

DATE OF ISSUE August 15	2009	
	Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2	Month / Date / Year	JEFF R DERCUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
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IN CASE NO. 2008-00169	DATED January 8,	2009



	Jackson Purchase Energy Corp.
FOR	Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 34

SEP 0 1 2011

CANCELLING P.S.C. KY NO. 7

SHEET NO. 34

## RATES AND CHARGES SCHEDULE NM – NET METERING

changes to JPEC's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and JPEC and all necessary conditions stipulated in the agreement are met. **APPLICATION, INSPECTION AND PROCESSING FEES** 

No application fees, or other review, study, or inspection or witness test fees are charged for Level 1 Applications.

For Level 2 Applications, each Member must submit, along with the Application, a non-refundable application, inspection and processing fee of \$100. In the event JPEC determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. JPEC shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

#### TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- JPEC shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the

DATE OF ISSUE August 15, 2009		
DATE OF 1350EAugust 15, 2005	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Data / Voar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
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TITLE President & CEO		EFFECTIVE
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IN CASE NO. 2008-00169	DATED January 8, 2	009





	Jackson Purchase Energy Corp. FOR Entire Territory Served		
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# SCHEDULE NM – NET METERING

generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.
- Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or ON

DATE OF ISSUE August	15. 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April	8, 2009	JEFF R. DEROUEN
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	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
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IN CASE NO. 2008-0016	9 DATED January 8,	20.09



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switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.

- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 and 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

 JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that. (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates of N

DATE OF ISSUE August 15, 2009	) · · ·	
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DATE EFFECTIVE April 8, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
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IN CASE NO. 2008-00169	DATED January 8, 2	009



	Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City	
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R	ATES AND CHARGES	
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contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.

- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 15, 2009			KENTUCKY
	Month / Date / Year		ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols		Bunt Kirtley
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IN CASE NO. 2008-00169	DATED J	anuary 8, 2009	



FOR	Jackson Purchase Energy Corp. Entire Territory Served					
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SEP 0 1 2011 KENTUCKY PUBLIC

## RATES AND CHARGES SCHEDULE NM – NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Yea		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			- EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 39

CANCELLING P.S.C. KY NO. 7

SHEET NO.	39	

## RATES AND CHARGES

SCHEDULE NM - NET METERING

## LEVEL 1

## Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name:	Account Number:	
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Member Address:

Member Phone No.: \_\_\_\_\_\_ Member E-Mail Address:

Project Contact Person:

Phone No.: \_\_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

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 SEP 0 1 2011
 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE A	ugust 15, 2009		-	
		Month / Date / Year	r	PUBLIC SERVICE COMMISSION
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		Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols		A	TARIFF BRANCH
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FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

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KENTUCKY PUBLIC SERVICE COMMISSION

CANCELLING P.S.C. KY NO. 7

SHEET NO. 40

#### RATES AND CHARGES SCHEDULE NM – NET METERING

Energy Source: 
Solar 
Wind 
Hydro 
Biogas 
Biomass

Inverter Manufacturer and Model #:\_\_\_\_\_\_
Inverter Power Rating:\_\_\_\_\_\_ Inverter Voltage Rating:\_\_\_\_\_\_

Power Rating of Energy Source (*i.e.*, solar panels, wind turbine):\_\_\_\_\_

Is Battery Storage Used: 
INO Yes If Yes, Battery Power Rating:

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of JPEC's meter, energy source, JPEC accessible disconnect switch, and inverter.

Attach single line drawing showing all electrical equipment from JPEC's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: \_\_\_\_

## **TERMS AND CONDITIONS:**

- JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements

DATE OF ISSUE August 15, 2009			
DATE OF 1550EAugust 15, 2005	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			- EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE (	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	

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SCHED	DULE NM - NET METERING

based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

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DATE OF ISSUE	August 15, 2009 Month / Date / Year	PUBLIC SERVICE	
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R	ATES AND CHARGES
SCHED	DULE NM – NET METERING

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

KENTUCKY PUBLIC SERVICE COMMISSION

SEP 0 1 2011

DATE OF ISSUE August 15, 2009			KENTUCKY
	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Ye	ar	_ JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/20 11 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	- ·

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
B	P.S.C. KY NO. <u>8</u> SHEET NO. 43
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R	ATES AND CHARGES
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- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and pro the class of service under which the Member is taking service.	perty shall be governed by the tariff(s) for
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DATE OF ISSUE August 15, 2009	KENTUCKY PUBLIC
Month / Date / Year	PUBLIC SERVICE COMMILEDION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2009	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
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#### RATES AND CHARGES SCHEDULE NM – NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### **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) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law,

DATE OF ISSUE August 1	5, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8,	2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nu	ickols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER (	OF THE PUBLIC SERVICE COMMIS	SION 9/1/2011 PURSUANT TO 507 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January	8, <b>2µ09</b>

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City
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R	ATES AND CHARGES
SCHEI	DULE NM – NET METERING

regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and JPEC's Net Metering Tariff.

Member Signature

Date

Title

#### JPEC APPROVAL SECTION

When signed below by a JPEC representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

JPEC inspection and witness test: 

Required 
Waived

If JPEC inspection and witness test is required, Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by JPEC and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call	to schedule an inspection and witness test.
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	KENTUCKY PUBLIC
	SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/s/_G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8, 2	009



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 46

CANCELLING P.S.C. KY NO. 7

SHEET NO. 46

## RATES AND CHARGES SCHEDULE NM -- NET METERING

Pre-Inspection operational testing not to exceed two hours: 
Allowed 
Not Allowed

If JPEC inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

## Additions, Changes, or Clarifications to Application Information:



DATE OF ISSUE August 15, 200	9		
	Month / Date / Yea	ir 📃	PUBLIC SERVICE COMMISSION
DATE EFFECTIVEApril 8, 2009			JEFF R. DEROUEN
	Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THI	E PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 47

CANCELLING P.S.C. KY NO. 7

SHEET NO.	47	
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#### RATES AND CHARGES SCHEDULE NM – NET METERING

#### LEVEL 2 Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional requirements under Level 1.

Submit this Application along with an application fee of \$100 to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name: \_\_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address:

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

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DATE OF ISSUE August 15, 2009		-	
<u></u>	Month / Date / Year	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Ye	ar 📘	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 20	09



FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8

SHEET NO. \_ 48

Jackson Purchase Energy Corp.

CANCELLING P.S.C. KY NO. 7

SHEET NO. 48

#### RATES AND CHARGES SCHEDULE NM – NET METERING

Total Generating Capacity of Generating Facility: \_

Type of Generator: 
Inverter-Based 
Synchronous 
Induction

Power Source: 
Solar 
Wind 
Hydro 
Biogas 
Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

- Single-line diagram of the Member's system showing all electrical equipment from the generator to the point of interconnection with JPEC's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
- 2. Control drawings for relays and breakers.
- 3. Site Plans showing the physical location of major equipment.

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- Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
- If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
- 6. A description of how the generator system will be operated including all modes of operation.
- For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

DATE OF ICCUE August 15 2000		
DATE OF ISSUE August 15, 2009	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 2	009



Jackson Purchase Energy Corp. Entire Territory Served FOR

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 49

CANCELLING P.S.C. KY NO. 7

SHEET NO. 49

## **RATES AND CHARGES** SCHEDULE NM - NET METERING

- 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).
- 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_



DATE OF ISSUE	August 15, 2009	Month / Date / Yea	F	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)
IN CASE NO. 20	08-00169	DATED	January 8, 200	9



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 50

CANCELLING P.S.C. KY NO. 7

SHEET NO. 50

#### RATES AND CHARGES SCHEDULE NM - NET METERING

#### LEVEL 2 INTERCONNECTION AGREEMENT

 THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_ (JPEC), and \_\_\_\_\_\_ (Member). JPEC and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

#### WITNESSETH:

**WHEREAS**, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with JPEC's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

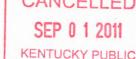
Location:

Generator Size and Type:

**NOW, THEREFORE,** in consideration thereof, Member and JPEC agree as follows:

JPEC agrees to allow Member to interconnect and operate the Generating Facility in parallel with JPEC's electric system and Member agrees to abide by JPEC's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

#### **Terms and Conditions:**



To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

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DATE OF ISSUE A	ugust 15, 2009	Month / Date / Yea	r	PUB'.IC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
		Month / Date / Ye	ar	TARIFF BRANCH
ISSUED BY /s/ G. H	Kelly Nuckols	and the second		
	G	5. Kelly Nuckols	1	Bunt Kirtley
TITLE President &	CEO			EFFECTIVE
BY AUTHORITY OF O	RDER OF THE P	UBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008	-00169	DATED	January 8, 2009	

	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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- JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, Member shall demonstrate generating facility compliance.
- 3. The generating facility shall comply with, and Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility\_shall\_be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
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- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations incomposition voltage, intermittent load characteristics or otherwise interfere with the operation of the selectric on the selectric of the sele

DATE OF ISSUE August 15, 2009			
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DATE EFFECTIVE April 8, 2009	Month / Date / Ye	ar	_ JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 52 CANCELLING P.S.C. KY NO. 7 SHEET NO. 52

#### RATES AND CHARGES SCHEDULE NM - NET METERING

system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for

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DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 200	9

	Jackson Purchase Energy Corp.         FOR       Entire Territory Served         Community, Town or City
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	SHEET NO. 53
	ATES AND CHARGES
SCHED	ULE NM – NET METERING

an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
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- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or

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DATE OF ISSUE August 15, 2009	KENTUCKY PUBLIC
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DATE EFFECTIVE April 8, 2009	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckois	Bunt Kirtley
TITLE President & CEO	_ EFFECTIVE
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IN CASE NO. 2008-00169 DATED January 8, 2009	





Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>54</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. 54

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## RATES AND CHARGES SCHEDULE NM - NET METERING

any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service' under which the Member is taking service.

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy). Member shall provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### **Effective Term and Termination Rights**

DATE OF ISSUE August 15, 2009	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2008-00169	DATED Ja	anuary 8, 2009	· · · · · · · · · · · · · · · · · · ·

	Jackson Purchase Energy Corp. FOREntire Territory Served		
	Community, Town or City		
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RA	TES AND CHARGES		
SCHEDU	JLE NM – NET METERING		

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation, or statute affecting this Agreement or which renders the system out of compliance with the new law .

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

JPEC	MEMBER		
Ву:	Ву:	Ву:	
Printed Name	Printed Name	CANCELLED	
Title:	Title:	SEP 0 1 2011	
Exhibit A		KENTUCKY PUBLIC	

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of JPEC facilities is required, Exhibit A will also contain a description and associated cost. Exhibit A will also specify requirements for a JPEC inspection and witness test and when limited operation for testing or full operation may begin.

DATE OF ISSUE August 15, 20	)9		
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Year		JEFF R. DEROUEN
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF TH	e public service o	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp.FOREntire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 56

CANCELLING P.S.C. KY NO. 7

SHEET NO. 56

## RATES AND CHARGES

SCHEDULE SPC-A - SMALL POWER PRODUCTION OR COGENERATION LESS THAN 100 kW

## **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, 100 kW or below, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC.

## **Rate Schedule**

Base payment of \$0.01694 per kWh plus current fuel adjustment.



DATE OF ISSUE August 15, 2000	
DATE OF ISSUE August 15, 2009 Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COM	MMISSION 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED Jur	ne 17, 2008



FOR \_\_\_\_\_\_ Entire Territory Served \_\_\_\_\_\_ Community, Town or City P.S.C. KY NO. \_\_8 \_\_\_\_\_\_ SHEET NO. \_\_57 CANCELLING P.S.C. KY NO. \_\_7 \_\_\_\_\_\_ SHEET NO. \_\_57

Jackson Purchase Energy Corp.

## **RATES AND CHARGES**

## SCHEDULE SPC-B - SMALL POWER PRODUCTION OR COGENERATION GREATER THAN 100 kW

#### Availability of Service

Available only to qualifying small power production or cogeneration facilities, above 100 kW, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC. Rates below are to be used as the basis for negotiating a final purchase rate and are not to be taken as a firm rate for any facilities.

#### **Rate Schedule**

- A. Capacity (if applicable)
  - 1. When connected to electric distribution lines of 15 kV or below:

A payment of \$4.12 per kilowatt per month, provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

2. When connected to electric transmission lines above 25 kV: A payment of \$4.04 per kilowatt per month provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

#### B. Energy

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Base payment of \$0.01694 per kWh plus current fuel adjustment.

August 15 2000



DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Brent Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 58

CANCELLING P.S.C. KY NO. 7

SHEET NO. 58

## RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

[NOTE: THIS SAMPLE CONTRACT IS DESIGNED FOR USE ONLY WHEN A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF 100 KW OR LESS INTERCONNECTS DIRECTLY WITH THE DISTRIBUTION SYSTEM OF JPEC. JPEC RESERVES THE RIGHT TO REVISE THIS STANDARD FORM TO INCORPORATE ANY MODIFICATIONS WHICH IT BELIEVES APPROPRIATE UNDER THE CIRCUMSTANCES WHEN CONTRACTING WITH A PARTICUALR QUALIFYING FACILITY. THE TERMS IN THIS STANDARD CONTRACT MAY BE USED AS A BEGINNING POINT FOR NEGOTIATION OF A CONTRACT WITH A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF OVER 100 KW.]

## AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY FROM A QUALIFYING SMALL POWER PRODUCTION OR COGENERATION FACILITY, 100 KW OR LESS

THIS AGREEMENT is made and entered into on this	
day of, 20 by and between	Jackson Purchase
Energy Corporation	· · · · · · · · · · · · · · · · · · ·
(JPEC), a retail electric distribution cooperative corporation, and	1
· ·	·
(the seller), a	
WITNESSETH:	SEP 0 1 2011
	KENTUCKY PUBLIC
DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEIFF R. DERCUEIN
ISSUED BY	TARIFF BRANCH
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATED June 17, 2008

IN CASE NO. 2007-00116



FOR _	Jackson Purchase Energy Corp. Entire Territory Served		
	С	ommunity, To	own or City
P.S.C.	KY NO.	8	
	·	SHEET NO.	59
CANCE	LLING P.	S.C. KY NO.	7
		SHEET NO.	59

KENTUCKY PUBLIC

SERVICE COMMISSION

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

WHEREAS, JPEC is engaged in the distribution and sale at retail of electric energy in certain counties in Western Kentucky; and

WHEREAS, JPEC owns and operates, or intends to construct, own and operate, electric distribution lines with which the seller desires to interconnect its electric generation facilities; and

WHEREAS, the seller owns and operates, or intends to construct, own and operate, an electric generating facility which qualifies as a small power production facility or cogeneration facility under Section 201 of the Public Utility Regulatory Policies Act of 1978, and desires to sell electric power and energy to JPEC beginning on or about \_\_\_\_\_\_\_, 20 \_\_\_\_, or as soon thereafter as the gualifying facility is ready for service; and

WHEREAS, JPEC desires to purchase electric power and energy from the seller; and

WHEREAS, JPEC is willing to permit the seller's electric generation facilities to be interconnected and operated in parallel with JPEC's electric system so that the seller will be able to deliver to JPEC electric power and energy; SEP 0 1 2011

NOW, THEREFORE, the parties agree as follows:

DATE OF ISSUE	August 15, 2009		
	Month / Date / Year	PUBLIC SERVICE COM	MISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUE	
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH	
	G. Kelly Nuckols	Bunt Kirtley	
TITLE President	& CEO	EFFECTIVE	
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION 9/1/2011 PURSUANT TO 807 KAR 5:011 SE	ECTION 9 (1)
IN CASE NO. 200	07-00116 DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>60</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. <u>60</u>

> SEP 0 1 2011 KENTUCKY PUBLIC

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

## **ARTICLE I**

#### **Definition of Terms**

1.1 The term "qualifying facility" or "QF" as used in this contract is defined to include all the seller's electric generation facilities and all interconnection and safety equipment owned by the seller and used in connection with the electric generation facilities owned by it which will produce electric power and energy for sale under this agreement.

1.2 The terms specifically defined in 807 KAR 5:054 and 18 C.F.R. Part 292, when used in this agreement, shall have the same definitions as in those regulations.

## ARTICLE II

#### **Ownership and Maintenance of Facilities**

2.1 The seller shall have sole responsibility for the design, construction, installation, ownership, safety, operation and maintenance of the qualifying facility (hereinafter referred to as the "QF").

DATE OF ISSUE August 15, 2009 KENIUCKY Month / Date / Year PUBLIC SERVICE COMMISSION JEFF R. DEROUEN DATE EFFECTIVE June 25, 2008 EXECUTIVE DIRECTOR Month / Date / Year TARIEE BRANCH ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols TITLE President & CEO 9/1/2011 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION PURSUANT TO 807 KAR 5:011 SECTION 9 (1) IN CASE NO. 2007-00116 DATED June 17, 2008

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For	Jackson Purchase Energy Corp. Entire Territory Served		
	C	ommunity, To	own or City
P.S.C.	KY NO.	8	
		SHEET NO.	61
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		SHEET NO.	61

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

2.2 The seller, in designing, constructing, installing, operating and maintaining the QF, shall comply with all rules, regulations, policies, standards and codes generally recognized in the utility industry as applicable to such operations, including, but not limited to, the National Electrical Safety Code, IEEE Standard 1547, regulations of the Kentucky Public Service Commission, requirements and bulletins of the Rural Utilities Service, all federal, state and local safety codes, statutes and regulations and all applicable policies of JPEC now in existence or that may be adopted from time to time.

2.3 The seller shall pay JPEC the "additional interconnection cost" as defined in 807 KAR 5:054 Section 6 of interconnecting the QF with the distribution system of JPEC.

2.4 The seller shall pay for and JPEC shall own and maintain the metering equipment which it determines is necessary based upon the size and other characteristics of the QF to measure the power and energy sold by the seller. Upon termination of this agreement, the meters and metering equipment will be turned over to the seller if requested. JPEC shall test and calibrate meters by comparison with accurate standards at intervals not exceeding twelve (12) months and shall also make special meter CANCELLED tests at any time at the seller's request. The cost of all tests shall be borne by JBEC; provided,

	SERVICE COMMISSION
DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



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P.S.C. KY NO.	8	······································
	SHEET NO.	62
CANCELLING P	S.C. KY NO.	7
	SHEET NO.	62

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

however, that if any special meter test made at the request of the seller shall disclose that the meters are recording accurately, the seller shall reimburse JPEC for the cost of such test. Meters registering not more than two (2%) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by tests to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the seller and JPEC shall agree as to the amount of energy furnished during such period and JPEC shall render payment therefore. JPEC shall meter all power and energy at voltage as mutually agreed to with the seller. JPEC shall, when requested, notify the seller in advance of the time of any meter reading or test so that the seller's representative may be present at such meter reading or test.

2.5 The original and any revisions to the plans, specifications and operating characteristics for the OF must be approved by JPEC before the seller connects its QF to JPEC's system. Prior to energization of the interconnection between the QF and JPEC's system, JPEC shall have the right to inspect the OF for any purpose. However, inspection and acceptance of any plans, design theory, SED 0 1 2011 KENTUCKY PUBLIC DATE OF ISSUE August 15, 2009 KENTUCKY Month / Date / Year PUBLIC SERVICE COMMISSION DATE EFFECTIVE June 25, 2008 JEFF R. DEROUEN EXECUTIVE DIRECTOR Month / Date / Year TARIFF BRANCH ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols TITLE President & CEO 9/1/2()11 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION PURSUANT TO 807 KAR 5:011 SECTION 9 (1) IN CASE NO. 2007-00116 DATED June 17, 2008



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P.S.C.	KY NO.	8	
		SHEET NO.	63
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		SHEET NO.	63

SEP 0 1 2011 KENTUCKY PUBLIC

#### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

specifications and operating characteristics observed or provided respecting the QF, shall not be construed as confirming or endorsing the design, or as warranting the safety, durability or reliability of the QF. JPEC shall not, by reason of any review, acceptance, inspection or failure to review or inspect, be responsible for the QF, including, but not limited to, the strength, safety, details of design, adequacy or capacity thereof, nor shall acceptance or approval by either be construed as an endorsement of any QF.

2.6 The seller will be responsible for furnishing or paying for all rights-of-way and easements necessary to install, operate, maintain, replace and remove the interconnection facility and the metering equipment. Duly authorized representatives of JPEC shall be permitted to enter the premises of the seller at all reasonable times as may be necessary in connection with the proper performance of the terms and conditions of this agreement.

2.7 The seller shall install, own and maintain the necessary substation equipment at the point of connection to the system of JPEC unless otherwise agreed.

DATE OF ISSUE	August 15, 2009 Month / Date / Y	ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date /	Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols	Ĺ_	But Kutley
TITLE President	& CEO		
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVIO	CE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED	June 17, 2008	



FOR	Jac	Jackson Purchase Energy Corp. Entire Territory Served				
	Community, Town or City					
P.S.C.	KY NO.	8				
		SHEET NO.	64			
CANC	ELLING P	.S.C. KY NO.	7			
		SHEET NO.	64			

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

## ARTICLE III

3.1 JPEC shall take and purchase all of the power and energy produced by the seller that is delivered to the point at which the QF is interconnected with JPEC's distribution system. The power and energy delivered by the seller and purchased by JPEC shall be metered and paid for in accordance with the terms of this agreement. Electric power and energy to be purchased under this agreement shall be alternating current, single or three-phase, 60 Hertz. The parties will agree upon the delivery voltage and capacity prior to the commencement of purchase under this agreement.

3.2 The QF shall at all times operate in such manner as to maintain a power factor of not less than 90% leading or lagging.

3.3 The capacity delivered in kilowatts shall be the QF's average hourly output which is delivered for the required minimum number of hours during each billing period, as determined by dividing the kWh delivered during the billing period by the actual number of hours in the billing period. For purposes of this agreement each calendar month during the term of this agreement shall be a separate billing period.

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DATE OF ISSUE	August 15, 2009	_		- KENTUCKY	N
	Month / Da	te / Yea	r .	PUBLIC SERVICE COMMISSION	
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN	
	Month / D	ate / Ye	ar	EXECUTIVE DIRECTOR	
ISSUED BY /s/ G. Kelly Nuckols				TARIFF BRANCH	
	G. Kelly Nucl	kols		Bunt Kirtley	
TITLE President	& CEO			EFFECTIVE	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION				9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 20	07-00116 DA	TED	June 17, 2008		



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 65

CANCELLING P.S.C. KY NO. 7

SHEET NO. 65

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

3.4 JPEC shall read meters monthly. Electric power and energy furnished under this agreement shall be paid for within fifteen (15) days after the meters are read and the bill is issued.

3.5 Electric power and energy purchased by the seller shall be purchased from JPEC under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to JPEC.

## **ARTICLE IV**

#### **Rates and Charges**

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

CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/S/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 66 CANCELLING P.S.C. KY NO. 7

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### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

### **ARTICLE V**

Protection of System Owned by JPEC

5.1 The seller shall be responsible for operating and maintaining the QF in a safe manner and for providing the protective equipment needed to prevent damage to the system owned by JPEC, injury to the personnel of JPEC, or interference with JPEC's consumers. JPEC shall have the right to review the seller's proposed protection system, operating procedures and system characteristics in order to determine whether the seller's operation of the QF will have an adverse impact on the system owned by JPEC. The following areas, among others, may be reviewed for possible adverse effects:

- 1. Fault protection.
- 2. Voltage regulation and balance.
- 3. Grounding.
- 4. Synchronizing systems.
- 5. Disconnecting and isolating systems.
- 6. Flicker.
- 7. Harmonics.

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DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	3



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C. Ƙ	Y NO.	8		
		SHEET NO.	67	
CANCEL	ING P.	S.C. KY NO.	_7	
		SHEET NO.	67	

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## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

5.2 If the operation of the QF results in undesirable or harmful effects to the system of JPEC, or to consumers of JPEC, JPEC may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.

5.3 JPEC may discontinue purchases from the seller and may break the interconnection between the QF and JPEC's system, without prior notice, during any system emergency. By first giving reasonable written notice, JPEC may break the interconnection between the QF and the system of JPEC for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of JPEC's system, the interconnection facility or the metering equipment.

## **ARTICLE VI**

## Term

6.1 The initial term of this agreement shall be one (1) year from the effective date.

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

DATE OF ISSUE	August 15, 2009			
	Month	/ Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		and the second second	JEFF R. DEROUEN
	Mont	h / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ 0	6. Kelly Nuckols			TARIFF BRANCH
		Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLI	C SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.
 68

 CANCELLING P.S.C. KY NO.
 7

 SHEET NO.
 68

SFP 0 1 2011

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

6.3 The effective date of this agreement shall be the date on which the last of the following

events occurs:

- This agreement is approved by the Administrator of the Rural Utilities Service (if required).
- 2. This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
- 3. This agreement has been approved and executed by the seller and JPEC.

### **ARTICLE VII**

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

			KENTUCKY PUBLIC
DATE OF ISSUE August 15, 2009			- KENTUCKY
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
	Month / Date / Year		EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE C	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2)08	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 69

CANCELLING P.S.C. KY NO. 7

SHEET NO. 69

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

agreement with respect to any act, occurrence or omission occurring prior to termination of this agreement, whether or not then accrued or known.

7.2 Without regard to any negligence by any of the parties to this agreement, JPEC shall not

be liable to the seller for:

- Any loss or damage to the seller's electric system or other property or any injury to the seller or the seller's employees, agents, contractors, representative licensees or invitees, including, without limitation, damage or injury caused by reclosing of the transmission or distribution system; or
- Any loss of profits or revenues or any other indirect or consequential damage or injury to the seller resulting from interruption or partial interruption in the delivery of energy from the seller.

## ARTICLE VIII

## Insurance

8.1 The seller shall obtain and provide satisfactory evidence of insurance covering such risks

and providing such coverage as JPEC may from time to time reasonably request.

CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>70</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. 70

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SEP 0 1 2011 KENTUCKY PUBLIC

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

## ARTICLE IX

## Miscellaneous

9.1 If there shall be imposed by federal, state or other governmental authority, any tax payable by the seller upon the gross revenue or earnings, or upon the seller's production or sale of electric energy, such additional tax or taxes shall be paid solely by the seller.

9.2 This agreement contains the entire agreement between the parties. This agreement cannot be amended except in writing signed by the parties.

9.3 The waiver on the part of either party to enforce a provision of this contract at any time shall not be deemed a waiver with respect to any subsequent default or other matter.

9.4 This agreement may not be assigned without the written consent of JPEC.

9.5 This agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.6 This agreement shall not be construed to create a joint venture, to impose a trust or to

otherwise create a business relationship between or among any of the parties.

DATE OF ISSUE August	15, 2009	
<u></u>	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June	25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly M	luckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER	OF THE PUELIC SERVICE COMMISSI	ON 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-0011	6 DATED June 17, 2	2008



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.
 71

 CANCELLING P.S.C. KY NO.
 7

SHEET NO. 71

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

9.7 The invalidity of any provision or provisions in this agreement shall not affect the validity of the remaining provisions.

# **ARTICLE X**

## Notices and Other Communications

10.1 Any notice required by this agreement to be given in writing shall be deemed properly given if and when delivered in person, telegraphed or sent by registered or certified mail, postage prepaid, to:

JPEC:

Seller:

CANCELLED
SEP 0 1 2011
KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 15	, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25,	2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuc	kols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kullery
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OI	THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	8



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C.	KY NO.	8		
		SHEET NO.	72	
CANCE	ELLING P.	S.C. KY NO.	7	
		SHEET NO.	72	

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

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

If to JPEC:

If to seller:



DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY //s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO.	8	
		SHEET NO.	73
CANCE	ELLING P.	S.C. KY NO.	7
		SHEET NO.	73

## RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this the day and date first hereinabove written.

Jackson Purchase Energy Corporation	
(Cooperative)	(Seller)
Print Name	Print Name
Signature	Signature
Title	Title CANCELLED SEP 0 1 2011
Date	Date
DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS	SSION 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 12	7, 2008



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY NO.	8		
	SHEET NO.	_74	
CANCELLING P	S.C. KY NO.	7	
	SHEET NO.	74	

## RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

## Applicability

In all territory served by JPEC on poles owned and used by JPEC for their electric plant.

## **Availability of Service**

To all qualified CATV operators having the right to receive service.

### **Rental Charge**

The yearly rental charges shall be as follows:

Two-party pole attachment	\$4.84
Three-party pole attachment	\$4.09
Two-party anchor attachment	\$5.88
Three-party anchor attachment	(not available)
Two-party ground attachment	\$0.24
Three-party ground attachment	\$0.16



### Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of the CATV operator to receive a bill or a correctly calculated bill shall not relieve the CATV operator of its obligation to pay for the service it has received.

DATE OF ISSUE August 15, 2009	
Month / Date / Yea DATE EFFECTIVE June 25, 2008	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Yee	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	
TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	5/1/2011
IN CASE NO. 2007-00116 DATED	June 17, 2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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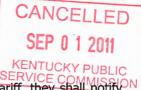
FOR Entire Territory Served Community, Town or City		
75		
CANCELLING P.S.C. KY NO. 7		
75		

#### RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### **Specifications**

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

## **Establishing Pole Use**



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

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE Piresident & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	5/1/2011
IN CASE NO. 2007-00116 DATED June 17, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR	Entire Territory Served	
	Community, Town or City	
P.S.C. KY I	08	
	SHEET NO. 76	

Jackson Purchase Energy Corp.

CANCELLING P.S.C. KY NO. 7

SHEET NO. 76

## RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

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

## Easements and Rights-of-Way

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

CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	
Month	/ Date / Year KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly	Nuckols Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC	SERVICE COMMISSION 9/1/2011
IN CASE NO	DATED June 17, 2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City		
P.S.C. KY NO.	88	
	SHEET NO.	
CANCELLING P.	S.C. KY NO.	7
	SHEET NO.	77

CANCELLED

#### RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### Maintenance of Poles, Attachments and Operations

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

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DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE June 25, 2008	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckois	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 9/1/2011
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR	Jackson Purchase Energy Corp. Entire Territory Served	
Community, Town or City		
P.S.C. KY NO. 8		
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SHEET NO. 78

SECTION 9 (1)

## **RATES AND CHARGES** CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

#### Inspections

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

#### **Insurance or Bond**

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

<ol><li>The CATV operator will provide coverage from Commonwealth of Kentucky:</li></ol>	a company authorized to do business in the CANCELLED
	SEP 0 1 2011
DATE OF ISSUE August 15, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIEE BRANCH

		G. Kelly Nuckols		Brent Kirtley
TITLE Presi	dent & CEO			Bunt railing
				EFFECTIVE
BY AUTHORIT	Y OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011
IN CASE NO.	2007-00116	DATED	June 17, 2008	PURSUANT TO 807 KAR 5:011 SE





Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO.	8		
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	SHEFT NO.	79	

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SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

## RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

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

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

DATE OF ISSUE	August 15, 2009	· ·
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/	G. Kelly Nuckols	TARIFF BRANCH
TITLE Presiden	G. Kelly Nuckols	Bunt Kirtley
-	F ORDER OF THE PUBLIC SERVICE COMMISSIO	EFFECTIVE <b>9/1/2011</b>
IN CASE NO. 2	007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or	City	
P.S.C. KY NO.	8	<u> </u>	
· · · ·	SHEET NO. 80		
CANCELLING F	P.S.C. KY NO. 7		
	SHEET NO. 80		

# RATES AND CHARGES

### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### **Change of Use Provision**

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

#### Abandonment

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

## **Rights of Others**

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

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DATE OF ISSUEAugust 15, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 PUBLIC SEF	ENTUCKY RVICE COMMISSION
Month / Date / Year JEFF EXECU	R. DEROUEN JTIVE DIRECTOR
G. Kelly Nuckols G. Kelly Nuckols Bun	at Kirthey
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 9	effective //1/2011
IN CASE NO. 2007-00116 DATED June 17, 2008	807 KAR 5:011 SECTION 9 (1)

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P.S.C. KY NO.	8		
	SHEET NO.	81	
CANCELLING P.	S.C. KY NO.	7	
	SHEET NO.	81	

SEP 0 1 2011

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## RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### Payment of Taxes

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

#### Bond or Depositor Performance

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

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

DATE OF ISSUE	August 15, 2009	SERVICE COMMISSION
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	Kelly Nuckols	TARIFF BRANCH
TITLE President	G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSI	effective ON 9/1/2011
IN CASE NO. 200	7-00116 DATED June 17, 2	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR	Entire Territory Served
(	Community, Town or City
P.S.C. KY NO.	8
	SHEET NO. 82

CANCELLING P.S.C. KY NO. 7

SHEET NO. 82

## **RATES AND CHARGES** CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

2. After the CATV operator has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

## **Use of Anchors**

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

## **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).



DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>9/1/2011</b>
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> \_\_\_\_\_\_SHEET NO. <u>83</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. <u>83</u>

# **CLASSIFICATION OF SERVICE**

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

## Applicability

In all territory of Ballard and McCracken counties jointly served by JPEC and Ballard Rural Telephone.

#### Availability

To Ballard Rural Telephone Cooperative Corporation, Inc. (BRTC) only.

#### **Rental Charge**

The yearly rental charges shall be as follows: Two-party pole attachment Three-party pole attachment	\$4.84 \$4.09	
Two-party anchor attachment Three-party anchor attachment (not available)	\$5.88	CANCELLED SEP 0 1 2011
Two-party ground attachment Three-party ground attachment	\$0.24 \$0.16	KENTUCKY PUBLIC SERVICE COMMISSION

#### Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of BRTC to receive a bill or a correctly calculated bill shall not relieve BRTC of its obligation to pay for the service it has received.

DATE OF ISSUE Augu	st 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE Jur	ne 25, 2008	JEFF R. DEROUEN
	Month / Date / Year	r EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kell	y Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CE	0	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		COMMISSION 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00	116 DATED _J	June 17, 2008



Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 84

CANCELLING P.S.C. KY NO. 7

SHEET NO. 84

# **CLASSIFICATION OF SERVICE**

## BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

### **Specifications**

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

#### Establishing Pole Use

- CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION
- A. Before BRTC shall make use of any of the poles of JPEC under this tariff, they shall notify JPEC of their intent in writing and shall comply with the procedures established by JPEC. BRTC shall furnish JPEC detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of JPEC, with the number and character of the attachments to be placed on such poles, and rearrangements of JPEC's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that BRTC intends to install.

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

DATE OF ISSUE August 15, 2	2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:0:1 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 20	8

	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
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	SHEET NO. 85
CLASS	SIFICATION OF SERVICE
BALLARD PLIPAL TELEPHON	E COOPERATIVE CORPORATION (BRTC) TARIEE

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

#### **Easements and Rights-Of-Way**



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

## Maintenance of Poles, Attachments and Operation

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

DATE OF ISSUE August 15, 2009			
	Ionth / Date / Year	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
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ISSUED BY/s/_ G. Kelly Nuckols			TARIFF BRANCH
G.	Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2007-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>86</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. 86

CANCELLED

# CLASSIFICATION OF SERVICE

## BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

	SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116 DATED June 17, 2008	



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

P.S.C. KY NO. 8

SHEET NO. 87

CANCELLING P.S.C. KY NO. 7

SHEET NO. 87

# CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### Inspections

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

### **Insurance or Bond**

- A. BRTC agrees to defend, indemnify and save harmless JPEC from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or death to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment, or (d) violations of governmental laws, regulations or orders whether suffered directly by JPEC itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of BRTC, its employees, agents or other representatives or from their presence on the premises of JPEC, either solely or in concurrence with any alleged joint negligence of JPEC. JPEC shall be liable for sole active negligence.
- B. BRTC will provide coverage from a company authorized to do business in the Commonwealth of Kentucky: SEP 0 1 2011
  - 1. Protection for its employees to the extent required by Worker's Compensation Eaw of Kentucky. IC SERVICE COMMISSION
  - Public Liability coverage with separate coverage for each town or city in which BRTC operates under this contract to a minimum amount of \$100,000.00 for each person and \$300,000.00 for

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	8



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

FOR

SHEET NO. 88

SEP 0 1 2011

KENTUCKY PUBLIC

CANCELLING P.S.C. KY NO. 7

SHEET NO. 88

# **CLASSIFICATION OF SERVICE**

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

### Change of Use Provision

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

#### Abandonment

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	





Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 89 CANCELLING P.S.C. KY NO. 7

SHEET NO. 89

SEP 0 1 2011

# CLASSIFICATION OF SERVICE

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

### **Rights of Others**

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

#### Payment of Taxes

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

#### **Bond or Depositor Performance**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Brent Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 507 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. 90

CANCELLING P.S.C. KY NO. 7

SHEET NO. 90

CANCELLED

SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

## CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

B. After BRTC has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

### **Use of Anchors**

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

## **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE	August 15, 2009			- KENTUCKY
	Month /	/ Date / Year	r 📘	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
	Month	/ Date / Yea	ar	EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 20	07-00116	DATED	June 17, 2008	



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

P.S.C. KY NO. 8

SHEET NO. 91

CANCELLING P.S.C. KY NO. 7

SHEET NO. 91

SEP 0 1 2011

## RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

### General

The Kentucky Public Service Commission has required that a Power Curtailment Procedure be established for all electric utilities under its jurisdiction (Administrative Case Number 353).

### **Objective**

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

This procedure will define the following priority levels;

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

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

DATE OF ISSUE August 15, 2	009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	8



FOR \_\_\_\_\_\_ Lackson Purchase Energy Corp. FOR \_\_\_\_\_\_ Entire Territory Served Community, Town or City

P.S.C. KY NO. 8

SHEET NO. 92

SEP 0 1 2011

KENTUCKY PUBLIC

CANCELLING P.S.C. KY NO. 7

SHEET NO. 92

### RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

### Level 2: Residential

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

### Level 3: Non-critical Commercial and Industrial

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

Level 4: Non-Essential Uses

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

DATE OF ISSUE August 15, 2000	
DATE OF ISSUE August 15, 2009 Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	3



## RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

### When to Implement this Procedure

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

## **Curtailment Procedure**

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

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

SEP 0 1 2011

SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	N 9/1/2011 PURSUANT TO 807 KAR 5:01 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 20	08



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 94 CANCELLING P.S.C. KY NO. 7 SHEET NO. 94

CANCELLED

SEP 0 1 2011 KENTUCKY PUBLIC

## RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

### Enforcement

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

#### **Termination of the Curtailment of Power Consumption**

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

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DATE OF ISSUE	August 15, 2009			KENTUCKY
	Month /	Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
/	Month	/ Date / Yea	ar 📃	EXECUTIVE DIRECTOR
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BY AUTHORITY OF	ORDER OF THE PUBLIC	SERVICE	COMMISSION	9/1/2011 - PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116	DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 8

 SHEET NO.

 95

 CANCELLING P.S.C. KY NO.

SHEET NO. 95

SEP 0 1 2011

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### Applicability

Entire service territory.

#### **Availability of Service**

Available as an option for collection of revenues within governmental jurisdictions which impose on JPEC franchise fees, permitting fees, local taxes or other charges by ordinance, franchise or other governmental directive and not otherwise collected in the charges of JPEC's base rate schedules.

### Definitions

Base Year: The twelve (12) month period ending December 31.

Collection Year: The full calendar year following the Base Year.

Base Year Amount:

- 1. A percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2. License fees, permit fees or other cost specifically borne by JPEC for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to JPEC by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by JPEC as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by JPEC in accordance with applicable Rules and Regulations approved by JPEC's Board of Directors and under the direction of the Kentucky Public Service Commission; and
- 3. Any adjustment for over or under collection of revenues associated with the amounts in (1) or (2)

	KENTLICKY PUBLIC
	SERVICE COMMISSION
DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	08

	FOR Entire Territory Served
PE	Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. 96
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	SHEET NO. 96
RAT	ES AND CHARGES
	FRANCHISE FEE

#### **Rates**

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

#### Billing

- 1. The franchise charge will be applied exclusively to the base rate and all riders of bills of Members receiving service within the franchising governmental jurisdiction, before taxes.
- The franchise charge will appear as a separate line item on the Member's bill and show the unit of government requiring the franchise.
- Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

## Term of Contract

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

#### **Terms and Conditions**

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

CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Yea	r EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116 DATED June 1	7, 2008



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> \_\_\_\_\_\_SHEET NO. <u>97</u> CANCELLING P.S.C. KY NO. <u>7</u> SHEET NO. <u>97</u>

RATES AND CHARGES	
SCHOOL TAX	

# Applicability

Entire service territory.

## **Availability of Service**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160 for the recovery by JPEC of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.

### Rate

The utility gross receipts license tax imposed by the county but not to exceed the maximum as established by applicable KRS.



DATE OF ISSUE August 15, 2009			
DATE OF 1350EAugust 15, 200	Month / Date / Year		- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116	DATED June	e 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>8</u> SHEET NO. <u>98</u> CANCELLING P.S.C. KY NO. <u>7</u>

SHEET NO. 98

## RATES AND CHARGES SCHEDULE FAC – FUEL ADJUSTMENT CLAUSE

## Applicability

Entire service territory.

#### **Availability of Service**

This Fuel Adjustment Clause (FAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The FAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $FAC = \frac{W_FAC - O + U}{P(m) \times L} - F(b)$ 

Where:

FAC = The Fuel Adjustment rate per kWh for the current month.

W\_FAC = The FAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the FAC is applied.

P(m) = The kWh purchased in the second month preceding the month in which the FAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

 $\mathsf{U}=\mathsf{Any}$  under recovery amount from the second preceding month.

F (b) = Base Fuel Adjustment factor of \$0.00000 per kWh.

Month / Date / Year

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DATE OF ISSUE June 7, 2011

DATE EFFECTIVE June 1, 2011	PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011
IN CASE NO. 2010-00512 DATED June 1, 2011	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.FOREntire Territory Served

Community, Town or City

P.S.C. KY NO. 8

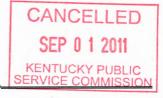
SHEET NO. 99

CANCELLING P.S.C. KY NO. 7

SHEET NO. 99

## RATES AND CHARGES SCHEDULE FAC – FUEL ADJUSTMENT CLAUSE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.



DATE OF ISSUE June 7, 2011		
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
TITLE President & CEO	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	E=	EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	9/1/2011
IN CASE NO. 2010-00512	DATED June 1, 2011	PURSUANT TO 807 KAR 5:0+1 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 100

CANCELLING P.S.C. KY NO. 7

SHEET NO. 100

### RATES AND CHARGES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

#### Applicability

Entire service territory.

#### **Availability of Service**

This Environmental Surcharge (ES) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The ES rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $MESF = \frac{W_MESF + O - U}{P(m) \times L} - BESF$ 

Where;

MESF = The ES rate per kWh for the current month.

W\_MESF = The ES amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the MESF is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MESF is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

BESF = Base Environmental Surcharge Factor of \$0.00000 per kWh.

SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

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DATE	OF ISSUE	August 15	2009

	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols	TARIFF BRANCH
TITLE President 8	G. Kelly Nuckols	Bunt Kintley
	ORDER OF THE PUBLIC SERVICE COMMISS	EFFECTIVE <b>6</b> <b>6</b> <b>9/1/2011</b>
IN CASE NO. 200	8-00010 DATED December 12, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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	S AND CHARGES
SCHEDULE ES – E	NVIRONMENTAL SURCHARGE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.



DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 9/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 102

CANCELLING P.S.C. KY NO. 7

SHEET NO. 102

## RATES AND CHARGES

### SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

#### Applicability

Entire service territory.

### **Availability of Service**

This Unwind Surcredit Adjustment Clause (USAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The USAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

USAC=  $\underline{W\_US - O + U}$ P (m) x L

Where;

USAC = The USAC rate per kWh for the current month.

W\_US = The USAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the USAC is applied.

P (m) = The kWh purchased in the second month preceding the month in which the USAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

CANCELLED

DATE OF ISSUE	August 15, 2009

	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirliley
TITLE President		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISS	JITZVII
N CASE NO. 200	8-00010 DATED December 12, 2	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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RATES AN	D CHARGES
SCHEDULE USAC UNWIND SU	JRCREDIT ADJUSTMENT CLAUSE

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

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KENTUCKY PUBLIC SERVICE COMMISSION	

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	3/1/2011
IN CASE NO. 2008-00010 DATED December 12, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

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

 104

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SHEET NO. 104

### RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

#### Applicability

Entire service territory.

### **Availability of Service**

This Rebate Adjustment (RA) is applicable to all rate schedules of JPEC for the purpose of passing through any RA amounts received by JPEC from its wholesale power supplier, Big Rivers Electric Corporation (BREC).

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Member's served from dedicated delivery points.

The wholesale RA applicable to this section will be recorded in a payables account and returned in twelve (12) equal installments without interest to the Members in accordance with the formula shown below. The RA for this section will remain applicable for a twelve (12) month period plus any additional months necessary to complete the over or under refunds or collections. JPEC will synchronize application of the RA per this section with the application by BREC of the wholesale RA for purposes of the BREC Member Rate Stability Mechanism.

The RA rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

RA=

<u>R - O + U</u> P (m) x L CANCELLED SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSION

Where;

RA = The RA rate per kWh for the current month.

R = One-twelfth (1/12) of the portion of the most recent RA amount received from JPEC's wholesale power supplier for all non-dedicated delivery points.

DATE OF ISSUE August 15, 2009		
DATE EFECTIVE July 17 2000	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN
ISSUED BY /s/ G. Kelly Nuckols		EXECUTIVE DIRECTOR TARIFF BRANCH
	G. Kelly Nuckols	
TITLE President & CEO		Bunt Kirtley
		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	9/1/2011
IN CASE NO. 2008-00010	DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. \_8

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SHEET NO. 105

### RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

P(m) = The kWh purchased in the second month preceding the month in which the RA is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall
- be decreased during the month following the receipt of the Rebate Adjustment amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.



DATE OF ISSUE August 15, 2009		
DATE FEFETIVE July 17 2000	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Brent Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	9/1/2011
IN CASE NO. 2008-00010	DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

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 Community, Town or City

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 SHEET NO. 106

CANCELLING P.S.C. KY NO. 7

SHEET NO. 106

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### RATES AND CHARGES SCHEDULE MRSM – MEMBER RATE STABILITY MECHANISM

#### Applicability

Entire service territory.

#### **Availability of Service**

This Member Rate Stability Mechanism (MRSM) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The MRSM applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $MRSM (m) = \frac{W_MRSM - O + U}{P (m) \times L}$ 

Where:

MRSM (m) = The MRSM per kWh for the current month.

 $W_MRSM =$  The MRSM amount credited by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the MRSM(m) is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MRSM (m) is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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RA	TES AND CHARGES
SCHEDULE MRSM - N	1EMBER RATE STABILITY MECHANISM

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.



DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSI	<b>∮N</b> 9/1/2011
IN CASE NO. 2008-00010 DATED December 12, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served		
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### RATES AND CHARGES SCHEDULE RER – RURAL ECONOMIC RESERVE

#### Applicability

Entire service territory.

#### **Availability of Service**

This Rural Economic Reserve (RER) is a rider available to all rate schedules of JPEC for Members served from Non-Dedicated Delivery Points.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The RER rate applicable to kWh sold in the current month under each rate to which this section appliesshall be based upon the following formula:

$$RER = \frac{W_RER - O + U}{P(m) \times L}$$

Where;

RER = The Rural Economic Reserve Adjustment rate per kWh for the current month. W\_RER = The Rural Economic Reserve amount credited by JPEC's wholesale power supplier on

the power bill for the second month preceding the month in which the RER is applied.

P(m) = The kWh purchased in the second month preceding the month in which the RER is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
Bunt Kirtley
EFFECTIVE 9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOREntire Territory Served
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SCHEDULE RER – RUR	AL ECONOMIC RESERVE

 Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", "D" and for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is not served by a Dedicated Delivery Point.



DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	N 9/1/2011
IN CASE NO. 2008-00010 DATED December 12, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

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Community, Town or City

P.S.C. KY NO. 8

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CANCELLING P.S.C. KY NO. NEW

SHEET NO. NEW

SEP 0 1 2011 KENTUCKY PUBLIC

### **RATES AND CHARGES**

SCHEDULE PPA - NON-SMELTER NON-FAC PURCHASE POWER ADJUSTMENT

### Applicability

Entire service territory.

#### **Availability of Service**

This Non-Smelter Non-FAC Purchase Power Adjustment (PPA) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The Non-Smelter Non-FAC Purchase Power Adjustment (PPA) applicable to kV/n sold in the current month under each rate to which this section applies shall be based upon the following formula NCELLED

$$\frac{PPA = W_PPA - O + U}{P(m) \times L} - PPA(b)$$

Where:

PPA = The Non-Smelter Non-FAC Purchase Power Adjustment per kWh for the current month. W\_PPA = The Non-Smelter Non-FAC Purchase Power Adjustment amount charged by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the PPA is applied.

P(m) = The kWh purchased in the second month preceding the month in which the PPA is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

PPA(b) = Base Non-FAC purchased power adjustment factor of \$0.0000 per kWh.

DATE OF ISSUE September 20, 2011	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 1, 2011 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	01112011
IN CASE NO. 2011-00057 DATED September 6, 201	PURSUANT TO 807 KAR 5.001 SECTION 9 (1)



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 8

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CANCELLING P.S.C. KY NO. NEW

SHEET NO. NEW

### RATES AND CHARGES

### SCHEDULE PPA - NON-SMELTER NON-FAC PURCHASE POWER ADJUSTMENT

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.



DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 Month / Date / Year	JEFF R. DEROUE:N EXECUTIVE DIRECTOR
ISSUED BY /s/	G. Kelly Nuckols	TARIFF BRANCH
TITLE President	G. Kelly Nuckols	Bunt Kirtley
		EFFECTIVE
BY AUTHORITY O	F ORDER OF THE PUBLIC SERVICE COMMISS	5ION 9/1/2011
IN CASE NO. 20	D11-00057 DATED September 6, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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### RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

#### Applicable

Applicable in all territory served.

### Availability of Service

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

#### **Conditions of Service**

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

DATE OF ISSUE September 20, 2011	
Month / Date / Year	
DATE EFFECTIVE September 1, 2011 (Subject to Ch	nange and Refund)
Month / Date / Yea	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	Dune nancy
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE C	OMMISSION 9/1/2011
IN CASE NO2011-00057 DATED	PURSUANT TO 807 KAR 5:011 SECTION 9 (1) September 6, 2011



FOR	Jackson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
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CANCELL	ING P.S.C. KY NO. 7

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### RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

### **Monthly Rate**

(1) The rate for Renewable Resource Energy is the rate schedule applicable to service to a Member, plus a premium per kilowatt hour of Renewable Resource Energy contracted for as follows, subject to any adjustment, surcharge or surcredit that is or may become applicable under the Member's rate schedule:

Rate Schedule "R" – Residential	\$0.026491	D
Rate Schedule "C-1" – Small Commercial Single Phase	\$0.026491	D
Rate Schedule "C-3" – Small Commercial Three Phase	\$0.026491	D
Rate Schedule "OL" – Outdoor Lighting	\$0.026491	D
Rate Schedule $D''$ – Commercial and Industrial Demand Less Than	3,000 kW \$0.026491	D
Rate Schedule "I-E" – Large Commercial and Industrial – Existing	\$0.029903	D
Rate Schedule "L" – Large Commercial and Industrial 3,000-5,000 k	W \$0.029903	CANCELLED
Rate Schedule "L-E" – Large Industrial Member Expansion	\$0.029903	SEP 0 1 2011 <sup>D</sup>
Rate Schedule "SPC-A"	\$0.026491	KENTUCKY PUBLD SERVICE COMMISSION
Rate Schedule "SPC-B"	\$0.026491	D

DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	KENTUCKY
DATE EFFECTIVE	September 1, 2011 (Subject to Change and	PUBLIC SERVICE COMMISSION
	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	5. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	A 1. 1. 10
TITLE President	& CEO	Bunt Kirtley
		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSI	<b>∮N</b> 9/1/2011
IN CASE NO. 20	11-00057 DATED Septembe	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR	Jackson Purchase Energy Corp. Entire Territory Served
	Community, Town or City
P.S.C. KY N	0. 8
	SHEET NO. 114
CANCELLIN	G P.S.C. KY NO. 7
	SHEET NO. 112

### RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

(2) Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

Billing

Sales of Renewable Resource Energy are subject to the terms of service and payment of the Rate schedule under which Renewable Resource Energy is purchased.

CANCELLED
SEP 0 1 2011
KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	KENTUCKY
DATE EFFECTIVE	September 1, 2011 (Subject to Change and	PUBLIC SERVICE COMMISSION
	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G	6. Kelly Nuckols	TARIFF BRANCH
TITLE President	G. Kelly Nuckols	Bunt Kallen
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BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSIO	№ 9/1/2011
IN CASE NO. 20	11-00057 DATED September	PURSUANT TO 807 KAR 5:011 SECTON \$1(1)



Jackson Purchase Energy Corp. Entire Territory Served FOR Community, Town or City P.S.C. KY NO. 8

SHEET NO. 115

CANCELLING P.S.C. KY NO. 7

SHEET NO. 113

### **RATES AND CHARGES** SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

### **RENEWABLE ENERGY CONTRACT**

JPEC:	JACKSON PURCHASE ENERGY CORPORATION		
MEMBER:			
MEMBER ACCO	UNT NUMBER:		CANCELLED
BEGINNING DA	TE OF RENEWABLE ENERGY SALE:,	20_	SEP 0 1 2011 KENTUCKY PUBLIC
ENDING DATE	OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN	N O	SERVICE COMMISSION

**BEGINNING DATE):** ., 20\_

NUMBER OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED: \_

JPEC agrees to sell, and Member agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with JPEC's Renewable Energy Rider, a copy of which Member has received from JPEC. The retail rate premium that will be added to Member's monthly bill for each 100 kWh block of Renewable Energy is \$\_\_\_\_\_ or \$\_\_\_\_\_ in total per billing month based upon the number of blocks of Renewable T Energy Member will purchase from JPEC, subject to any changes in JPEC's Renewable Energy Rider approved by the Kentucky Public Service Commission from time to time.

DATE OF ISSUE	September 20, 2011	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 1, 2011 (Subject to Change and	Refund) JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President 8	& CEO	8
	ORDER OF THE PUBLIC SERVICE COMMISSIO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSIO	9/1/20111 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 201	DATED September	6, 2011



FOR _	Jackson Purchase Energy Corp. Entire Territory Served			
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P.S.C.	ky no.	8		
		SHEET NO.	116	
CANCE	LLING P	.S.C. KY NO.	7	
		SHEET NO.		

### RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

### **RENEWABLE ENERGY CONTRACT**

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

AGREED BY JPEC:

JACKSON PURCHASE ENERGY CORPORATION

BY:			
ITS:			
DATE:	, 20		
AGREED BY MEMBER:			
BY:			
DATE:	, 20		CANCELLE
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DATE OF ISSUE September 20, 20	011		
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DATE EFFECTIVE September 1, 2	Month / Date / Year 2011 (Subject to Change and	PUBLIC SEF Refund) JEFF EXECU	RVICE COMMISSION R. DEROUEN TIVE DIRECTOR
DATE EFFECTIVE <u>September 1, 2</u> ISSUED BY <u>/s/ G. Kelly Nuckols</u>	Month / Date / Year 2011 (Subject to Change and Month / Date / Year	PUBLIC SEF Refund) JEFF EXECU	RVICE COMMISSION R. DEROUEN TIVE DIRECTOR
DATE EFFECTIVE <u>September 1, 2</u> ISSUED BY <u>/s/ G. Kelly Nuckols</u> TITLE <u>President &amp; CEO</u>	Month / Date / Year 2011 (Subject to Change and Month / Date / Year G. Kelly Nuckols	Refund) JEFF EXECU TAP Bun	RVICE COMMISSION R. DEROUEN TIVE DIRECTOR RIFF BRANCH L. Kitling EFFECTIVE
DATE EFFECTIVE <u>September 1, 2</u> ISSUED BY <u>/s/ G. Kelly Nuckols</u>	Month / Date / Year 2011 (Subject to Change and Month / Date / Year G. Kelly Nuckols	PUBLIC SEF Refund) JEFF EXECU TAP	RVICE COMMISSION R. DEROUEN TIVE DIRECTOR RIFF BRANCH A Kinthy



SHEET NO. 115

SEP 0 1 2011 KENTUCKY PUBLIC SERVICE COMMISSIC

Jackson Purchase Energy Corp.

### TERMS AND CONDITIONS MEMBERS BILL OF RIGHTS

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

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

DATE OF ISSUE August 15, 2009	Month / Date / Year		- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		· .	JEFF R. DEROUEN
	Month / Date / Year		EXECUTIVE DIRECTOR TARIFF BRANCH
ISSUED BY <u>/s/ G. Kelly Nuckols</u>	6. Kelly Nuckols		- Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE P	UBLIC SERVICE CO	OMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED JU	ne 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

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

 118

 CANCELLING P.S.C. KY NO.

SHEET NO. 116

### TERMS AND CONDITIONS MEMBERS BILL OF RIGHTS

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

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KENTUCKY PUBLIC SERVICE COMMISSION

DATE OF ISSUE	ugust 15, 2009			
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DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
	M	ionth / Date / Ye	ar 📃	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols			TARIFF BRANCH
	G. K	elly Nuckols		Bunt Kirtley
TITLE President 8	CEO			EFFECTIVE
BY AUTHORITY OF (	ORDER OF THE PUE	BLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007	7-00116	DATED	June 17, 2008	

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Jackson Purchase Energy Corp.           FOR         Entire Territory Served				
Community, Town or City				
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### RULES AND REGULATIONS

### (1) SCOPE

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

#### (2) REVISIONS

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

### (3) SUPERSEDE PREVIOUS RULES AND REGULATIONS

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

### (4) SERVICE AREA

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

### (5) AVAILABILITY

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

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DATE OF ISSUE	August 15, 2009			KENTUCKY
		Month / Date /	Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
		Month / Date /	Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PL	JBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116	DATED	June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
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		SHEET NO.	120	
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		SHEET NO.	118	

### (6) AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

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

#### (7) APPLICATION FOR ELECTRIC SERVICE

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

#### (8) MEMBERSHIP

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

#### (9) CONTINUITY OF SERVICE

### SEP 0 1 2011 KENTUCKY PUBLIC

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

DATE OF ISSUE Augu	st 15, 2009		KENTUCKY
	Month / Date /	Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	ne 25, 2008		JEFF R. DEROUEN
	Month / Date	/ Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kell	y Nuckols		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CE	C		EFFECTIVE
BY AUTHORITY OF ORD	ER OF THE PUBLIC SERVIC	E COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00	116 DATED	June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO8		
SHEET NO. 121		
CANCELLING P.S.C. KY NO. 7		
SHEET NO. 119		

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

#### (10) EASEMENTS

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

#### (11) RIGHT OF ACCESS

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

#### (12) NO PREJUDICE OF RIGHTS

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

SEP 0 1 2011 KENTUCKY PUBLIC

DATE OF ICCUE August 15 2000		
DATE OF ISSUE August 15, 2009	Month / Date / Year	
		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
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	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PL	JBLIC SERVICE COMMISSIO	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	8



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
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#### (13) NON-STANDARD SERVICE

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

(14) BILLING

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

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

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



DATE OF ISSUE August 15, 2009			KENTUCKY
	Month / Date / Y	/ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	i		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 9/1/2011 PURSUANT TO 807 KAR 5 TO 1 SECTION 9 (1)			
IN CASE NO. 2007-00116	DATED	June 17, 2008	



FOR Lackson Purchase Energy Corp.	
Community, Town or City	
P.S.C. KY NO. 8	
SHEET NO. 123	
CANCELLING P.S.C. KY NO. 7	
SHEET NO. 121	

#### (15) DEPOSITS

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

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

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

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

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

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DATE OF ISSUE	August 15, 2009			KENT	OLIVICE COMMISSION
		Month / Date / Y	ear	PUBLIC SERVICE	
DATE EFFECTIVE	June 25, 2008			JEFF R. D	
		Month / Date /	Year	EXECUTIVE	DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols			TARIFF B	1
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BY AUTHORITY OF	ORDER OF THE PU	BLIC SERVICE	COMMISSION	9/1/2 PURSUANT TO 807 KAP	
IN CASE NO. 20	07-00116	DATED	June 17, 20	8	



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	SHEET NO. 122

#### (16) LEVELIZED BILLING

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

 Average Monthly kWh Usage =
 Current month's kWh usage + Previous 11 months' kWh usage 12

 Average Monthly kWh Charge =
 Average Monthly kWh Usage X Current Rate

 1/12 Previous kWh Charge Balance =
 Previous kWh charge balance 12

Current Levelized Amount (round to nearest dollar) =

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

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

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

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

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DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year - ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO	8		
	SHEET NO. 125		
CANCELLING	P.S.C. KY NO7		
	SHEET NO		

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

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

#### (17) PARTIAL PAYMENT PLAN

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

### (18) LOCATION OF METERS

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

(19) METER TESTS

## SEP 0 1 2011 KENTUCKY PUBLIC

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

DATE OF ISSUE Au	gust 15, 2009	
	Month / Date /	/ Year PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	JEFF R. DEROUEN
	Month / Date	e / Year EXECUTIVE DIRECTOR
ISSUED BY /s/ G. K	elly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	s Bunt Kirtley
TITLE President & C	EO	EFFECTIVE
BY AUTHORITY OF OF	RDER OF THE PUBLIC SERVIC	CE COMMISSION 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-	00116 DATED	June 17, 2008

	Jackson Purchase Energy Corp. FOREntire Territory Served
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	SHEET NO. 124
	RULES AND REGULATIONS

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

#### (20) SERVICES PERFORMED FOR MEMBERS

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

#### (21) RESALE OF POWER BY MEMBERS

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

### (22) NOTICE OF TROUBLE

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

#### (23) POINT OF DELIVERY

## SEP 0 1 2011

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

DATE OF ISSUE August 15, 2009		
<u></u>	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Marth / Data / Vesa	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE P	UBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	લ

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CANCELLING P.S.C. KY NO. 7		7	
		SHEET NO.	125

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

#### (24) FAILURE OF METER TO REGISTER

In the event a Member's meter should fail to register, the Member shall be billed from the date of such failure at the average consumption of the Member, based on the twelve (12) months period immediately preceding the failure and other information as deemed appropriate.

### (25) MEMBER'S WIRING AND INSTALLATION

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

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DATE OF ISSUE August 15, 2009	KENTUCKY KENTUCKY	PUBLIC
Month / Date / Year	PUBLIC SERVICE COMMISSION COM	MISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DERCUEN	
Month / Date / Year	EXECUTIVE DIRECTOR	
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TITLE President & CEO	EFFECTIVE	1
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2007-00116 DATED June 17, 2348		



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 128 CANCELLING P.S.C. KY NO. 7 SHEET NO. 126

### **RULES AND REGULATIONS**

### (26) FRANCHISE FEE

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

### (27) INSPECTIONS

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

#### (28) PROTECTION OF JPEC EQUIPMENT

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

### (29) RELOCATION OF LINES

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

- A. The relocation is made for the convenience of JPEC.
- B. The relocation will result in a substantial improvement in JPEC's facilities.

C.	The relocation is associated with other regularly scheduled conversion or	construction work and
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DATE OF ISSUE	August 15, 2009		KENTUCKY	N
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DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN	
	Month / Date /	Year	EXECUTIVE DIRECTOR	
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH	
	G. Kelly Nuckols		Bunt Kirtley	
TITLE President	& CEO		EFFECTIVE	
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	07-00116 DATED	June 17, 2008		



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 129 CANCELLING P.S.C. KY NO. 7 SHEET NO. 127 SHEET NO. 127

SEP 0 1 2011

### **RULES AND REGULATIONS**

### (30) VOLTAGE FLUCTUATIONS CAUSED BY THE MEMBER

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

(31) REFUSAL OR TERMINATION OF SERVICE

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

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

SERVICE COMMISSION DATE OF ISSUE August 15, 2009 KENTUCKY Month / Date / Year PUBLIC SERVICE COMMISSION DATE EFFECTIVE June 25, 2008 JEFF R. DEROUEN EXECUTIVE DIRECTOR Month / Date / Year TARIFF BRANCH ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols TITLE President & CEO EFFECTIVE 9/1/2011 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION PURSUANT TO 807 KAR 5:011 SECTION 9 (1) IN CASE NO. 2007-00116 DATED June 17, 2008

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
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	SHEET NO. 128
	RULES AND REGULATIONS

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

DATE OF ISSUE August 15, 2009	E.	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROLEN CANCELLED
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH SEP 0 2011
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TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PU	BLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2009	

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P.S.C. KY NO. 8			
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SHEET NO.	129		

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

### (32) TEMPORARY SERVICE

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# SEP 0 1 2011

## KENTUCKY PUBLIC

A Member requesting temporary service may be required to pay all cost of constructing, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, carnivals, fairs, camp meetings, etc., will be provided to Members making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit (amount to be determined by JPEC), for estimated consumption. Upon termination of temporary service, the payment made on estimated consumption will be adjusted to actual consumption and either a refund or additional billing will be issued to such temporary Member.

DATE OF ISSUE August 15, 2009			
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DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
	Month / Date /	Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	· · · · · · · · · · · · · · · · · · ·

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(33)		SERVICE TO BARNS, CAMPS, PUMPS AND MISCE ICES NOT CONSIDERED PERMANENT PREMISES	ELLANEOUS		
	А. В.	This rule shall apply to services where the an service cannot be reasonably assured as detern All wiring shall be in accordance with JPEC's Ru NFPA 70, National Electrical Code.	mined by JPEC.		
	C.	A contribution-in-aid of construction shall be re installed to provide service under this section and received by JPEC before construction is be shall be billed for the actual cost of constructio	. Aid of constru- gun. When cons	ction paymer truction is cor	nt shall be estimated mpleted, the Member
	D.	The Member requesting service may clear right approval, for initial installation in order to reduce	t-of-way, to JPE		
(34)	DISTR	IBUTION LINE EXTENSIONS			SET U I ZUII KENTUCKY PUBLIC
-	A.	A single phase extension to a permanent pren	nises of one thou	sand (1,000)	ERVICE COMMISSION feet or less shall be

- A. A single phase extension to a permanent premises of one thousand (1,C00) feet or less shall be made by JPEC to its existing distribution line without charge for a prospective Member who shall apply for and agree to use the service for one year or more and provides guarantee for such service. The "service drop" to the structure from the distribution line at the last power pole shall not be included in the foregoing measurements. This distribution line extension shall be limited to service where the installed transformer capacity does not exceed 25 kVA. Any extensions to a Member who may require polyphase service or whose installed transformer capacity will exceed 25 kVA will be required to pay in advance additional cost of construction which exceeds that for a single phase line where the installed transformer capacity does not exceed 25 kVA.
- B. Other Extensions:
  - 1. When an extension of JPEC's line to serve a Member or a group of Members amounts to more than one thousand (1,000) feet per Member, the total cost of excessive footage over one thousand (1,000) feet per Member shall be deposited by the Member or Members based on the estimated cost of the total extension. When construction is completed, the Member shall be billed for the actual cost of construction based on the

DATE OF ISSUE August 15, 2009		г—	
<u> </u>	Month / Date / Y	/ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		-	JEFF R. DEROUEN
	Month / Date /	Year	EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116	DATED	June 17, 2008	

	Jackson Purchase Energy Corp.FOREntire Territory Served
	Community, Town or City
P	P.S.C. KY NO. 8
	SHEET NO133
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	SHEET NO. 131
RULE	S AND REGULATIONS

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

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

Each year for a period of ten (10) years, which for purpose of this rule shall be the refund period, JPEC shall refund to the Member or Members who paid for the excess footage the cost of one thousand (1,000) feet of the extension in place for each additional Member connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid JPEC. No refund shall be made after the refund period ends. For additional Members connected to an extension or lateral from the distribution line, JPEC shall refund to any Member who paid for excessive footage the cost of one thousand (1,000) feet of line less the length of the lateral or extension. No refund shall be made to any Member who did not make the advance originally.

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

### (35) DISTRIBUTION LINE EXTENSION TO MOBILE HOMES

2.

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

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

DATE OF ISSUE September 27, 2010	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2009-00451 DATED September	7, 2010

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
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	SHEET NO32
RULES	AND REGULATIONS

Board of Directors and the Rules and Regulations as adopted and approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

B. A perpetual lease fee will be charged for extending service to an individual mobile home when JPEC provides and installs the service termination pole (meter pole). This perpetual lease fee shall be as stipulated within JPEC's Non-Recurring Tariff as approved by JPEC's board of directors and the Kentucky Public Service Commission. This perpetual lease fee is in addition to the advance for construction fees listed below and shall be payable prior to connection of service. The meter pole thus furnished shall remain the property of JPEC. JPEC shall provide and install all meter poles. JPEC shall be responsible for all maintenance associated with meter poles or JPEC provided hardware attached to meter poles. JPEC shall not be responsible for any maintenance associated with Member's service equipment attached to JPEC's meter pole. Upon termination of service, lease shall terminate or transfer to new Member.

C. All extensions of up to three hundred (300) feet from the nearest distribution facility shall be made without charge.

D. For extensions greater than three hundred (300) feet and less than one thousand (1,000) feet from the nearest distribution facility, JPEC may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond three hundred (300) feet.

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

- 2. If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another not take its place within sixty (60) days or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
- 3. No refunds shall be made to any Member who did not make the advance originally.
- E. For extensions beyond one thousand (1,000) feet from the nearest distribution facility, JPEC may charge, in addition to the charges and refunds listed in Item 35, Section D above, an advance equal to the reasonable costs incurred by it for that portion of the service. Beyond one thousand (1,000) feet the extension shall conform to Item (34), Section B, above and shall conform to 807 KAR 5:041 Section 11.
- F. The Member requesting service may clear right-of-way for initial installation, to JPEC specifications, inspections and approval, in order to reduce cost.

	SEP 0 1 2011
DATE OF ISSUE September 27, 2010	KENTUCKY PUBLIC
Month / Date / Year	PUBLIC SERVICE COMMINISSION
DATE EFFECTIVE September 17, 2010	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2009-00451 DATED September 17, 2010	

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
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	SHEET NO. 135
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	SHEET NO. 133
RULES	AND REGULATIONS

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

#### (36) EXTENSION OF UNDERGROUND SERVICE AND PRIMARY

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

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

SEP 0 1 2011 SERVICE COMMISSION

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 20	8

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		SHEET NO.	134
	RULES AND REGU	ILATIONS	
	<ol> <li>Long radius elbows or bends shall b single run of conduit shall be limited bends.</li> </ol>		
	3. JPEC furnished equipment, such as v	aults or pull boxes.	
	4. Pull string of sufficient strength to all		pulling rope.
	<ol> <li>JPEC will provide the riser and any installed to meet all applicable con reserves the right to inspect any cond of trench(es) by Applicant/Member.</li> </ol>	les and regulations and JPEC duit system during installation ar JPEC shall not accept an Applica	specifications. JPEC and prior to backfilling ant/Member installed
	<ul><li>conduit system unless inspection was</li><li>Upon acceptance of the conduit syst and future maintenance of the condu</li></ul>	em by JPEC, JPEC shall assume	
F.	Secondary or Service Extensions. Applicant/M		nduit system for the
	installation by JPEC of its secondary/service cables. The conduit system may include:		
	1. Electric grade conduit as specified by		
	2. Standard radius elbows and bends s		number of bends in
	any single run of conduit shall be li		
	(90°) bends.		
	<ol><li>Pull string of sufficient strength to all</li></ol>		
	<ol><li>JPEC will provide the riser and any s</li></ol>		
	conduit system shall be installed to r		
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	and prior to backfilling of trench		
	Applicant/Member installed conduit s backfilling any trench.	ystem unless inspection was ma	and the ther being to
	<ol> <li>Upon acceptance of the conduit syst</li> </ol>	em by IPEC IPEC shall accume	ownershin diability
	and future maintenance of the conduct syst		SEP, UCPIZO
G.	<u>Subdivisions</u> – Each subdivision will be eva	,	sary facilities to be
0.	installed. The subdivision developer or Mer		
	Extension and Secondary or Service Extension		
н.	Overhead to Underground - When an exist		
	currently served with adequate overhead fac		

TITLE	President & CEO	EFFECTIVE
BY AUT	HORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EFFECTIVE

DATED June 17, 2008

IN CASE NO. 2007-00116

TITLE President & CEO

	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
P-	P.S.C. KY NO. 8
C	SHEET NO. 137
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	SHEET NO
RUL	ES AND REGULATIONS

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

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

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

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

### (37) CONNECTION OR RECONNECTION OF SERVICE

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

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

### (38) RETURNED CHECKS

SEP 0 1 2011 KENTUCKY PUBLIC

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
Pr	P.S.C. KY NO. 8
	SHEET NO38
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	SHEET NO. 136
RULE	S AND REGULATIONS

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

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

#### (39) MONITORING OF MEMBER USAGE

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

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

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DATE OF ISSUE	August 15, 2009 Month / Date / Year		PUBLIC SERVICE COMM	ISSION
DATE EFFECTIVE	June 25, 2008			
ISSUED BY /s/ G	Month / Date / Ye	ar 📃	TARIFF BRANCH	-4
1350LD D1 <u>75/ 0.</u>	G. Kelly Nuckols		Bunt Kirtley	ĺ
TITLE President	& CEO		EFFECTIVE	
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	7-00116 DATED	June 17, 2008		



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 8 SHEET NO. 139 CANCELLING P.S.C. KY NO. 7 SHEET NO. 137

## **RULES AND REGULATIONS**

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

#### (40) JOINT USE AND ATTACHMENTS

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

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

#### (41) COMPLAINTS

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



DATE OF ISSUE August 15, 2009		
	Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	/ Date / Year	TARIFF BRANCH
G. Kelly N	uckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC	SERVICE COMMISSION	9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	



P.S.C. No. 7 Canceling P.S.C. No. 6

# Jackson Purchase Energy Corporation 2900 Irvin Cobb Drive Paducah, KY 42003

Rates, Rules and Regulations for Furnishing

# **ELECTRIC SERVICE**

In six counties in the State of Kentucky as depicted on territorial maps as filed with the

# PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue June 7, 2011

Date Effective With Service Rendered On and After June 1, 2011

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		Iss	sued	by		
G.	Kelly	Nuckols	, Pre	esiden	t and	CEO
		/s/ G. k	(elly	Nucko	ols	

	PUBLIC SERVICE COMMISSIO	1
	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
	TARIFF BRANCH	
-	Bunt Kirtley EFFECTIVE	
	EFFECTIVE	

KENTUCKY

6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C. KY NO.	7			
	SHEET NO. 1			

CANCELLING P.S.C. KY NO. 6

SHEET NO. 1

GENERAL INDEX			]
SCHEDULE OF RATES	RULE	S AND REGULATIONS	
Section 1 – Schedule of Rates	Page Number	<b>Effective Date</b>	
R – Residential	4	June 1, 2011	Т
C-1 – Small Commercial Single Phase	7	June 1, 2011	Т
C-3 – Small Commercial Three Phase	9	June 1, 2011	Т
OL – Outdoor Lighting	11	June 1, 2011	Т
D – Commercial and Industrial Demand Less Than 3,000 kW	14	June 1, 2011	Т
I-E – Large Commercial and Industrial – Existing	18	June 25, 2008	
L – Large Commercial and Industrial 3,000-5,000 kW	22	June 25, 2008	
L-E – Large Industrial Member Expansion	26	June 25, 2008	
Non-Recurring Fees	27	September 17, 2010	
NM – Net Metering	28	June 25, 2008	
SPC-A – Small Power Production or Cogeneration Less Than 100 kW	56	June 25, 2008	
SPC-B – Small Power Production or Cogeneration Greater Than 100	57	June 25, 2008	
kW			
CTAT – Cable Television Attachment Tariff	74	June 25, 2008	
BRTC – Ballard Rural Telephone Cooperative Corporation, Inc. Tariff	83	June 25, 2008	
Section 2 – Power Curtailment	Page Number	<b>Effective Date</b>	
Power Curtailment Procedure	91	June 25, 2008	
Section 3 – Adjustment and Riders	Page Number	Effective Date	
Franchise Fee	95	June 25, 2008	
School Tax	97	June 25, 2008	Т
FAC Fuel Adjustment Clause	98	July 17, 2009	
ES – Environmental Surcharge	100	July 17, 2009	
USAC – Unwind Surcredit Adjustment Clause	102	July 17, 2009	
RA – Rebate Adjustment	104	July 17, 2009	
MRSM – Member Rate Stability Mechanism	106	July 17, 2009	
RER – Rural Economic Reserve	108	July 17, 2009	
PPA – Non-Smelter Non-FAC Purchase Power Adjustment	110	July 17, 2009	
G-1 – Renewable Resource Energy Service	112	July 17, 2009	

DATE OF ISSUE June 7, 2011 KENTUCKY Month / Date / Year PUBLIC SERVICE COMMISSION DATE EFFECTIVE June 1, 2011 JEFF R. DEROUEN EXECUTIVE DIRECTOR Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols TARIFF BRANCH G. Kelly Nuckols TITLE President & CEO EFFECTIVE BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) IN CASE NO. 2010-00512 DATED May 31, 2011





FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO7		
	SHEET NO2		
CANCE	ELLING P.S.C. KY NO. 6		

SHEET NO. 2

**GENERAL INDEX** SCHEDULE OF RATES RULES AND REGULATIONS Page Number Section 4 – Rules and Regulations **Effective Date** 117 June 25, 2008 Members Bill of Rights 119 June 25, 2008 Scope Revisions 119 June 25, 2008 June 25, 2008 119 Supersede Previous Rules and Regulations June 25, 2008 Service Area 119 Availability 119 June 25, 2008 Availability of Service to Delinquent Member 120 June 25, 2008 June 25, 2008 Application for Electric Service 120 120 June 25, 2008 Membership 120 June 25, 2008 Continuity of Service 121 June 25, 2008 Easements 121 June 25, 2008 **Right of Access** No Prejudice of Rights 121 June 25, 2008 Non-Standard Service 122 June 25, 2008 June 25, 2008 122 Billina 123 June 25, 2008 Deposits 124 June 25, 2008 Levelized Billing Partial Payment Plan 125 June 25, 2008 Location of Meters 125 June 25, 2008 125 June 25, 2008 Meter Tests Services Performed for Members 126 June 25, 2008 126 June 25, 2008 Resale of Power by Members 126 June 25, 2008 Notice of Trouble 126 June 25, 2008 Point of Delivery 127 June 25, 2008 Failure of Meter to Register June 25, 2008 Member's Wiring and Installation 127 128 June 25, 2008 Franchise Fee Inspections 128 June 25, 2008 Protection of JPEC Equipment 128 June 25, 2008

DATE OF ISSUE April 15, 2010	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE May 15, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	0/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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Ja FOR	Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City	
P.S.C. KY NO.	7	
	_ SHEET NO.	3
CANCELLING	P.S.C. KY NO.	_6
	SHEET NO.	3

GENERAL INDE	X	
SCHEDULE OF RATES	RULE	S AND REGULATIONS
Section 4 – Rules and Regulations continued	Page Number	Effective Date
Relocation of Lines	128	June 25, 2008
Voltage Fluctuations Caused by the Member	129	June 25, 2008
Refusal or Termination of Service	129	June 25, 2008
Temporary Service	131	June 25, 2008
New Service to Barns, Camps, Pumps and Miscellaneous	132	June 25, 2008
Distribution Line Extensions	132	June 25, 2008
Distribution Line Extensions to Mobile Homes	133	September 17, 2010
Extension of Underground Service and Primary	135	June 25, 2008
Connection or Reconnection of Service	137	June 25, 2008
Returned Checks	137	June 25, 2008
Monitoring of Member Usage	138	June 25, 2008
Joint Use and Attachments	139	June 25, 2008
Complaints	139	June 25, 2008

DATE OF ISSUE September 27, 2010	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 6/1/2011
IN CASE NO. 2009-00451 DATED September 17, 20.0	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



#### RATES AND CHARGES SCHEDULE R – RESIDENTIAL

#### Applicability

Entire service territory.

#### **Availability of Service**

Available to all residential Members for use in the home and on the farm. Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances and other domestic purposes.

Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, JPEC may require as a condition precedent to the application of the residential rate that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Member, at the Member's option in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to a Member at an appropriate non-residential rate.

If a separate meter is used to measure the consumption to remotely located buildings, such as garages, barns, pump houses, grain bins or other outbuildings, or facilities, such as electric fences, it will be considered a separate service and be billed as a separate service at the applicable non-residential rate.

#### **Type of Service**

Single phase, 60 cycle at available secondary service voltages.

#### Rates

Facilities Charge: All Energy:	Per month Per kWh per month	\$9.00 \$0.072859
DATE OF ISSUE	une 7, 2011	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Month / Date / Year Kelly Nuckols	TARIFF BRANCH
<u>1990 EP PT797 G.</u>	G. Kelly Nuckols	Bunt Kirtley
TITLE President 8	CEO	EFFECTIVE
BY AUTHORITY OF (	ORDER OF THE PUBLIC SERVICE COM	MISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010	DATED May	/ 31, 2011



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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 5 CANCELLING P.S.C. KY NO. 6 SHEET NO. 5

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## RATES AND CHARGES SCHEDULE R – RESIDENTIAL

#### **Delivery Point**

The delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. Normally, JPEC will furnish a meter base to the Member which shall be installed by the Member in the Member's service entrance facilities. All wiring and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Condition of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater and for smaller motors when specified by JPEC because of power line characteristics.

#### **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider School Tax	Sheet Sheet	
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	
Unwind Surcredit Adjustment Clause (USAC)	Sheet	
Rebate Adjustment (RA)	Sheet	104

DATE OF ISSUE June 7, 2011		- KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	

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Jackson Purchase Energy Corp. FOR Entire Territory Served		
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SHEET NO. 6		

RATES AND CHARGES	
SCHEDULE R – RESIDENTIAL	

Member Rate Stability Mechanism (MRSM) Rural Economic Reserve (RER) Sheet 106 Sheet 108

DATE OF ISSUE October 8, 2009	<b>Г</b>	
1	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
G. Kelly Nuckols		Brint Kirley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/1/2011 PURSUANT TO 807 KAR 5:011 SECTICIN 9 (1)
IN CASE NO. 2008-00010 D	ATED December 12, 2008	



FOR Entire Territory Served		
Community, Town or City		
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CANCELLING P.S.C. KY NO.	6	
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## RATES AND CHARGES SCHEDULE C-1 – SMALL COMMERCIAL SINGLE PHASE

#### Applicability

Entire service territory.

#### **Availability of Service**

To general lighting and small power commercial loads served at single phase available voltage levels.

Service under this schedule will be limited to maximum loads not exceeding 25 kW. Service to existing Members with a maximum load exceeding 25 kW is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. New Members, upon demonstrating an average demand of 25 kW or greater, will be served under the appropriate rate schedule, other than this schedule.

#### **Type of Service**

Single phase, 60 cycle at available voltages.

Rates

Facilities Charge:	Per month	\$10.00
All Energy:	Per kWh per month	\$0.073869

#### **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

DATE OF ISSUE June 7, 2011			
	Month / Date / Yea	ar 📃	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	Month / Date / Ye		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Monuty Date / R		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO	· · · · · · · · · · · · · · · · · · ·		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2010-00512	DATED	May 31, 2011	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 8 CANCELLING P.S.C. KY NO. 6

SHEET NO. 8

# RATES AND CHARGES

## SCHEDULE C-1 – SMALL COMMERCIAL SINGLE PHASE

## **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	97
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106
Rural Economic Reserve (RER)	Sheet	108



#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

#### **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE June 7,	2011	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June	1, 2011	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly N	IUCKOIS	- A 1/
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER	OF THE PUBLIC SERVICE COMMISSIO	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-0051	2 DATEDMay 31, 2011	

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FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO7			
	SHEET NO. 9		
CANCELLI	NG P.S.C. KY NO. 6		

SHEET NO. 9

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#### RATES AND CHARGES SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

#### Applicability

Entire service territory.

#### **Availability of Service**

To general lighting and small power commercial loads served at three phase available voltage levels and not exceeding 25 kW.

#### **Type of Service**

Three phase, 60 cycle at available voltages.

#### Rates

Facilities Charge:	Per month	\$18.00
All Energy:	Per kWh per month	\$0.070139

#### **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	97
Fuel Adjustment Clause (FAC)	Sheet	98

DATE OF ISSUE June 7, 2011		
DATE OF ISSUE June 7, 2011	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>10</u> CANCELLING P.S.C. KY NO. <u>6</u>

SHEET NO. 10

## RATES AND CHARGES SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

Environmental Surcharge (ES) Unwind Surcredit Adjustment Clause (USAC) Rebate Adjustment (RA) Member Rate Stability Mechanism (MRSM) Rural Economic Reserve (RER) Sheet 100 Sheet 102 Sheet 104 Sheet 106 Sheet 108

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

#### **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE October 8, 2009	) · · · · · · · · · · · · · · · · · · ·	
	Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12, 2008	

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		SHEET NO.	11

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## RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

#### Applicability

Applicable to any class Member.

#### **Type of Service**

JPEC will install and maintain automatic lighting fixtures and lamps for high pressure sodium (HPS) or metal halide (Metal) lamps controlled by a photo cell. Existing mercury vapor (MV) lamps will be maintained for existing Members as long as ballasts and bulbs are available but will not be offered for new applications. MV lights will be converted to equivalent high pressure sodium or metal halide lights at the applicable rates if a mercury vapor light is not repairable.

#### **Rate Per Month**

		Standard		Rate	
	Lamp	Fixture	Monthly	per	
Watts	Туре	Lumens	kWh	Unit	
175	MV	7,000	70	\$8.26	
400	MV	20,000	145	12.78	
100	HPS	8,000	40	7.94	
250	HPS	23,000	95	11.02	
250	HPS - Flood	23,000	95	11.58	
175	Metal	14,000	72	13.44	
150	Metal	13,000	63	13.02	
400	Metal	34,000	163	19.57	
1,000	Metal - Flood	110,000	367	28.99	

#### **Terms of Payment**

The above terms are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply.

DATE OF ISSUE June 7, 2011		VENTUOIOV
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols		
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	·.

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
P	P.S.C. KY NO7
	SHEET NO
Viar Zuschsteine Energy Berner The power of human juncanor con	CANCELLING P.S.C. KY NO. 6
	SHEET NO. 12
R	ATES AND CHARGES
SCHEDUL	E OL – OUTDOOR LIGHTING

Upon initial request for lighting, Member shall agree to a minimum service period of two (2) years. If Member disconnects the lighting service before the end of the two year period any remaining balance will be billed to the Member. This term shall apply to a new lighting installation or when an on-site trip is required to energize a previously existing light.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

JPEC will furnish and install one complete lighting unit consisting of the light fixture, arm, ballast, photo cell and lamp. Service may be installed on any existing facility owned by JPEC, other than a meter pole, or on a new lighting pole provided by JPEC, such that only one (1) pole per account and/or property location shall be used exclusively for outdoor lighting purposes. Such an exclusive lighting pole provided by JPEC shall be within one hundred fifty (150) feet of existing JPEC facilities. In the event that facilities other than the preceding items (i.e., added cost ornamental lighting and/or poles and/or additional poles) are required, the member shall pay a nonrefundable contribution-in-aid of construction equal to the total additional cost incurred by JPEC for the additional facilities. Such cost shall include all added material, labor and applicable overhead costs. The contribution-in-aid of construction shall be deposited by the Member or Members based on the estimated cost of the additional facilities. When construction is completed, the Member or Members shall be billed for the actual cost of construction, and credit for advance payment shall be given.

All material provided by JPEC shall remain the property of JPEC.

Illumination shall be furnished from dusk until dawn using JPEC's best efforts. Outages or malfunctions of the light should be reported as promptly as possible by the Member.

Maintenance to JPEC facilities (including lamp, ballast, standard globe, standard shade and photo cell replacements, and/or pole) will be performed by JPEC without cost during normal work hours. The Member or Members are responsible for painting of any ornamental fixtures or will reimburse JPEC for any painting requested by the Member or Members. JPEC may require pre-payment before painting is performed.

DATE OF ISSUE June 7, 2011		KENTUOKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Monary Date / Tear	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO. 13

CANCELLING P.S.C. KY NO. 6

SHEET NO. 13

## RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

Any damage to the lamps, luminaries and other equipment resulting from actions other than those performed by JPEC personnel may be charged to the Member or Members at cost, on a separate invoice, if not reimbursed to JPEC by a third party.

JPEC will not mount light fixtures on a meter pole.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	97
Fuel Adjustment Clause (FAC)	Sheet.	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106
Rural Economic Reserve (RER)	Sheet	108

DATE OF ISSUE	June 7, 2011		KENTUCKY
		Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011		Marth / Data / Mart	
ISSUED BY /s/ G	. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
		G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE	
BY AUTHORITY OF	ORDER OF THE	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 201	0-00512	DATED May 31, 2011	

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 14

CANCELLING P.S.C. KY NO. 6

SHEET NO. 14

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## RATES AND CHARGES

#### SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

#### Applicability

Entire service territory.

#### **Availability of Service**

To commercial and industrial Members with maximum single or three phase load greater than 25 kW and less than 3,000 kW.

Members, upon demonstrating a billed demand of 3,000 kW or greater in two (2) months of any consecutive thirteen (13) month period, will be served under the appropriate (excluding this) rate schedule and shall remain on that schedule for a minimum of twelve (12) consecutive months. For the first billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the existing rate. For the second billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the appropriate (excluding this) rate schedule.

#### **Type of Service**

Single phase or three phase, 60 cycle at available voltages.

#### Rates

Per month	\$35.00
Per kW per month	\$6.50
200 kWh per kW per month	\$0.044969 per kWh per month
200 kWh per kW per month	\$0.037669 per kWh per month
200 kWh per kW per month	\$0.033959 per kWh per month
600 kWh per kW per month	\$0.030359 per kWh per month
	Per kW per month 200 kWh per kW per month 200 kWh per kW per month 200 kWh per kW per month

DATE OF ISSUE	June 7, 2011		-	· · · · · · · · · · · · · · · · · · ·
DATE OF 1330E	Julie 7, 2011	Month / Date / Yea	ar	KENTUCKY     PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 1, 2011	Month / Date / Ye		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols	Honth / Date / Te		TARIFF BRANCH
	(	G. Kelly Nuckols		Bunt Kirtley
TITLE President	EFFECTIVE			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION				6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	10-00512	DATED	May 31, 2011	·



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>15</u> CANCELLING P.S.C. KY NO. <u>6</u> SHEET NO. 15

#### RATES AND CHARGES

#### SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

The monthly billing shall be the sum of the Facilities Charge, Demand Charge, Energy Charge, any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand shall be the maximum integrated thirty (30) minute demand of the Member at the Member's delivery point as indicated or recorded by a demand meter. Member shall maintain a power factor at the delivery point as nearly practical to unity (100%). Power factor during normal operation may range from unity to ninety percent (90%). If Member's power factor is less than ninety percent (90%) at time of maximum load, JPEC reserves the right to adjust the maximum monthly metered demand for billing purposes in accordance with the following formula:

Monthly Billing Demand (kW) = <u>Maximum Actual Measured Demand (kW) X 90%</u> Power Factor (%)

#### **Monthly Demand Charge**

The monthly demand charge under this schedule shall be determined from the greater of (1), (2), (3) or (4), except as noted below:

- 1. The maximum kW demand registered in the current billing period applied to current demand charge.
- 2. The maximum power factor adjusted demand registered in the current billing period applied to current demand charge.
- 3. The capacity charge based on the applicable installed transformer capacity in accordance with the following formula:

Capacity Charge = Installed Transformer Capacity (kW) X \$1.00 per kW

4. Twenty percent (20%) of the agreement or contract capacity, based on the expected or requested maximum kW demand upon the system, applied to current demand charge.

DATE OF ISSUE June 7, 2011		KENTUOIOK
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011 Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Monuly Date / Tear	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2010-00512	DATED May 31, 2011	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 16

CANCELLING P.S.C. KY NO. 6

SHEET NO. 16

#### RATES AND CHARGES SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

For Members who receive service at primary voltage (7,200 volts or greater), 3. above shall not be applicable and the factor in 4. above shall be ten percent (10%).

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics. All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

#### **Delivery Point**

The point of delivery of electric power and energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. JPEC may furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities. The Member's conductors may be terminated by JPEC at a location as determined by JPEC.

#### **Primary Service**

A two and one-half percent (2 ½%) primary discount will be applied to rates in the bill, including minimum charge, of any primary delivery Member who has a demand of 100 kW or more during the billing period. For those Members with demand less than 100 kW, two and one-half percent (2 ½%) primary discount shall not be applicable in order to offset the additional equipment costs of the primary metering installation. Primary service under this rate schedule is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. Primary metering installations shall be evaluated on an individual basis.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

DATE OF ISSUE June 7, 2011		VENTUALO
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 201	1	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckol	S	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE	
BY AUTHORITY OF ORDER OF T	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2010-00512	DATED May 31, 2011	

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Jackson Purchase Energy Corp. FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 17\_\_\_\_\_

CANCELLING P.S.C. KY NO. 6

SHEET NO. 17

RATES AND CHARGES					
	SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 KW				
F	ranchise Fee Rider	Sheet	95		
S	School Tax	Sheet	97	Т	
F	ueł Adjustment Clause (FAC)	Sheet	98		
	nvironmental Surcharge (ES)	Sheet	100		
	Inwind Surcredit Adjustment Clause (USAC)	Sheet	102		
	Rebate Adjustment (RA)	Sheet	104		
	1ember Rate Stability Mechanism (MRSM)	Sheet	106		
	Rural Economic Reserve (RER)	Sheet	108		

## **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE	June 7, 2011	F	- KENTUCKY
		Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011		Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols	Brent Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE COMMISSION	6,/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO20	10-00512	DATED May 31, 2011	· · · · · · · · · · · · · · · · · · ·



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

 18

 CANCELLING P.S.C. KY NO.

SHEET NO. 18

## RATES AND CHARGES

SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

#### Applicability

Entire service territory.

#### **Availability of Service**

To existing Members as of the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members with maximum load greater than 3,000 kW and less than 10,000 kW contracting for service under terms and conditions set forth in the Large Industrial Customer Tariff of Big Rivers Electric Corporation.

The Member will continue to be billed under this rate schedule until such time as the billed demand for the Member is less than 3,000 kW for twelve (12) consecutive months.

Service under this schedule will be limited to maximum loads not exceeding 10,000 kW. Members with new or increased load requirements that exceed 10,000 kW will have a rate developed as part of their agreement or contract based upon their electrical characteristics.

#### **Type of Service**

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

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DATE OF ISSUE	August 15, 2009			- KENTUCKY
	Month / I	Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
		/ Date / Yea	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nu	uckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION				6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

CANCELLING P.S.C. KY NO. 6

SHEET NO. 19

## RATES AND CHARGES

#### SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- Member's service characteristics shall meet the qualifications for service specified in the Big Rivers Large Industrial Customer Tariff.
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### **Monthly Charges**

Service Charge:	Per month	\$300.00
Demand Charge:	First 3,000 kW of billing demand per month	\$34,500.00
	All additional kW per kW per month	\$11.50
All Energy:	Per kWh per month	\$0.027562

#### Minimum Monthly Charge

The minimum monthly charges under this rate shall be the sum of the monthly Service Charge (\$300.00) and \$34,500.00 where 3,000 kVA or less of transformer capacity is required. For Members requiring more than 3,000 kVA of transformer capacity, the minimum monthly charge shall be increased by \$1.00 for each kVA or fraction thereof required above 3,000 kVA. Where it is necessary to extend or reinforce facilities in excess of standard service facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities of one and one-half percent (1 1/2%) per month of the total cost of the excess facilities as a facilities charge for which no power and energy would be delivered. Any applicable Adjustment Clause, and applicable taxes shall be in addition to the charges above.

#### **Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end

DATE OF ISSUE	une 7, 2011		<b>Г</b>	KENTUCKY
		Month / Date / Yea	ar 📃	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 1, 2011			JEFF R. DEROUEN EXECUTIVE DIRECTOR
		Month / Date / Ye	ear –	EXECUTIVE DIRECTOR
TCCUED DV /o/ C	Kally Nuckele			TARIFF BRANCH
ISSUED BY /s/ G.	Kelly Nuckols			- 1 1/m
		G. Kelly Nuckols		Bunt Kirtley
TITLE President &	CEO			EFFECTIVE
BY AUTHOR ITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 61/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)				
IN CASE NO. 2010-00512 DATED May 31, 2011				



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Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 20

CANCELLING P.S.C. KY NO. 6

SHEET NO. 20

#### RATES AND CHARGES SCHEDULE I-E – LARGE COMMERCIAL AND INDUSTRIAL – EXISTING

FOR

of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =	Maximum Actual Measured Demand (kW) X 90%
	Power Factor (%)

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC will provide investment in facilities up to \$11.00 per kW times the estimated or known average twelve (12) month billing demand. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment in excess of the base amount.

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

DATE OF ISSUE August 15, 2009		- KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 21

CANCELLING P.S.C. KY NO. 6

SHEET NO. 21

# RATES AND CHARGES

## SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

## **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider
School Tax
Fuel Adjustment Clause (FAC)
Environmental Surcharge (ES)
Unwind Surcredit Adjustment Clause (USAC)
Rebate Adjustment (RA)
Member Rate Stability Mechanism (MRSM)

Sheet	95
Sheet	97
Sheet	98
Sheet	100
Sheet	102
Sheet	104
Sheet	106

## **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE Jun	e 7, 2011	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	une 1, 2011	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Ke	elly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & C	EO	EFFECTIVE
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COMMISS	ION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2010-0	00512 DATED May 31, 2011	



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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 22

CANCELLING P.S.C. KY NO. 6

SHEET NO. 22

## RATES AND CHARGES

#### SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### Applicability

Entire service territory.

#### **Availability of Service**

To new Members or Members changing rate class after the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members demonstrating a maximum load of at least 3,000 kW and less than 5,000 kW.

The Member will execute a service agreement or contract with JPEC as approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

Service under this schedule will be limited to maximum loads not exceeding 5,000 kW. Members with new load requirements that exceed 5,000 kW or existing Members with increased load requirements that exceed 5,000 kW above the historical load level will have a rate developed as referenced in Schedule L-E.

#### Type of Service

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ISSUE	ugust 15, 2009		- KENTUCKY
	Month / Date / Yea	r i	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN
	Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President &	CEO		_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2007	7-00116 DATED	June 17, 2008	





FOR \_\_\_\_\_\_ Lackson Purchase Energy Corp. FOR \_\_\_\_\_\_ Entire Territory Served Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 23

CANCELLING P.S.C. KY NO. 6

SHEET NO. 23

#### RATES AND CHARGES SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### Monthly Charges

Service Charge:	Per month	\$300.00
Demand Charge:	Per kW per month	\$11.30
All Energy:	Per kWh per month	\$0.027562

The monthly billing shall be the sum of the Service Charge, Demand Charge, Energy Charge, Facilities Charge (if any), any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =

Maximum Actual Measured Demand (kW) X 90% Power Factor (%)

DATE OF ISSUE June 7, 2011	, i i i i i i i i i i i i i i i i i i i	
<u></u>	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Tear	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1).
IN CASE NO. 2010-00512	DATEDMay 31, 2011	



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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 24 CANCELLING P.S.C. KY NO. 6

SHEET NO. 24

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## RATES AND CHARGES

#### SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### Facilities Charge

JPEC may provide facilities to fulfill the estimated or known average twelve (12) month billing demand of the Member. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment. The Member may elect to provide its own facilities and JPEC will not bill for any facilities charges.

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

#### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider School Tax	Sheet Sheet Sheet	95 97 98
Fuel Adjustment Clause (FAC) Environmental Surcharge (ES) Unwind Surcredit Adjustment Clause (USAC)	Sheet	100
Rebate Adjustment (RA)	Sheet	104

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DATE OF ISSUE June 7, 2011		KEN TUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 1, 2011		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:01'I SECTION 9 (1)
IN CASE NO. 2010-00512	DATED May 31, 2011	





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

CANCELLING P.S.C. KY NO. 6

SHEET NO. 25

## RATES AND CHARGES

SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

Member Rate Stability Mechanism (MRSM)

Sheet 106

#### **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE August 1	5, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17	, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nu		TARIFF BRANCH
	G. Kelly Nuckols	Brent Kirtley
TITLE President & CEO EFFECTIVE		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		ON 6/1/2011 PURSUANT TO 807 KAR 5:0:1 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12, 20	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 26

CANCELLING P.S.C. KY NO. 6

SHEET NO. 26

## RATES AND CHARGES

#### SCHEDULE L-E - LARGE INDUSTRIAL MEMBER EXPANSION

#### Applicability

This rate shall apply to those power requirements of any Member with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.

#### **Conditions of Service**

Service hereunder shall be subject to the following conditions:

- 1. The Member must execute a written agreement or contract for electric service or amend an existing agreement or contract; and
- 2. The Member's service characteristics must qualify all or some portion of the Member's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Customer Expansion Tariff.

## Monthly Rate

A. Wholesale Power Cost:

An annual amount equal to all monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rates for wholesale electric service (including transmission service) hereunder.

B. Retail Adders:

Retail Adders shall be determined on a case-by-case basis for that portion of each Member's load served under this tariff.

DATE OF ISSUE Aug	just 15, 2009	the second se
<u></u>	Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE Ju	une 25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Ke	elly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Brent Kirtley
TITLE President & C	EO	EFFECTIVE
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE CO	6/1/2011           PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-0	0116 DATED Ju	une 17, 2008





RATES AND CHARGES	
NON-RECURRING FEES	

#### Applicability

Entire service territory.

#### **Availability of Service**

Non-recurring fees are fees to members due to a specific request or action for certain types of service activity for which, when the activity is completed, no additional fees may be incurred. Such fees are intended to be limited in nature and to recover the specific cost of the activity.

## Rates

Collection Fee	\$20.00
Returned Check Fee	\$20.00
Connection or Reconnection (Regular Hours) Fee	\$25.00
Connection or Reconnection (After Hours) Fee	\$75.00
Meter Test Request Fee	\$35.00
Meter Pole Perpetual Lease Fee	\$100.00

DATE OF ISSUE	September 27, 2010 Month / Date / Year	EN TUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 17, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY <u>/s/ G</u>	. Kelly Nuckols G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6'1/'201'1 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	09-00451 DATED September 17, 2010	



#### RATES AND CHARGES SCHEDULE NM – NET METERING

#### Applicable

To entire territory served.

#### **Available**

Net Metering is available to eligible Member-generators in Jackson Purchase Energy Corporation's (JPEC's) service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of JPEC's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of JPEC's single hour peak load during the previous year, upon Commission approval, JPEC's obligation to offer net metering to a new Member-generator may be limited. An eligible Member-generator shall mean a retail electric Member of JPEC with a generating facility that:

- 1. Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2. Has a rated capacity of not greater than thirty (30) kilowatts;
- 3. Is located on the Member's premises;
- 4. Is owned and operated by the Member;
- 5. Is connected in parallel with JPEC's electric distribution system; and
- 6. Has the primary purpose of supplying all or part of the Member's own electricity requirements.

At its sole discretion, JPEC may provide Net Metering to other Member-generators not meeting all the conditions listed above on a case-by-case basis.

The term "Member" hereinafter shall refer to any Member requesting or receiving Net Metering services under this tariff.

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DATE OF 1550E	Month / Date / Year		- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	Month / Date / Yea	ar	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 29 CANCELLING P.S.C. KY NO. 6

SHEET NO. 29

#### RATES AND CHARGES SCHEDULE NM - NET METERING

#### Metering

JPEC shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in JPEC's Commission-approved base rates.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

## Billing

- The amount of electricity billed to the Member shall be calculated by taking the difference between the electricity supplied by JPEC to the Member and the electricity generated and fed back by the Member. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the Member shall be net-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 with the Member then currently in place.
- 2. If the electricity supplied by JPEC exceeds the electricity generated and fed back to JPEC during the billing period, the Member shall be billed for the net electricity supplied. If the electricity fed back to JPEC by the Member exceeds the electricity supplied by JPEC during a billing period, the Member shall be credited for the excess kilowatt-hours, and this electricity credit shall appear on the Member's next bill. Credits shall carry forward for the life of the Member-generator's account.
- 3. The energy rates, rate structure, and monthly charges shall be identical to those in the contract or tariff to which the Member would be assigned if the Member were not receiving service under this tariff.
- 4. Excess electricity credits are not transferable between Members or locations.
- No cash refund for residual generation-related credits shall be paid if an account under this tariff is closed.

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DATE EFFECTIVE	April 8, 2009	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	5. Kelly Nuckols	Monthly Duce y Te		TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	08-00169	DATED	January 8, 20	09

	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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	ATES AND CHARGES
SCHEE	DULE NM – NET METERING

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from JPEC prior to connecting the generator facility to JPEC's system.

Applications will be submitted by the Member and reviewed and processed by JPEC according to either Level 1 or Level 2 processes defined below.

JPEC may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, JPEC will work with the Member to resolve those issues to the extent practicable.

Members may contact JPEC to check on status of an Application or with questions prior to submitting an Application. JPEC contact information can be found on the Application form. The Application may be submitted by mail to, or in person at, the address found on the Application form.

#### LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

JPEC will approve the Level 1 Application if the generating facility also meets all of the following conditions:

 For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

DATE OF ISSUE August 15, 2	2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 20	09	JEFF R D EROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nucko	bls	TARIFF BRANCH
- <u></u>	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSIO	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 2	009



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 31

CANCELLING P.S.C. KY NO. 6

SHEET NO. 31

## RATES AND CHARGES SCHEDULE NM – NET METERING

- If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3. If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4. If the generating facility is to be connected to three-phase, three wire primary JPEC distribution lines, the generator shall appear as a phase-to-phase connection at the primary JPEC distribution line.
- 5. If the generating facility is to be connected to three-phase, four wire primary JPEC distribution lines, the generator shall appear to the primary JPEC distribution line as an effectively grounded source.
- 6. The interconnection will not be on an area or spot network. Area and spot networks are systems in which multiple transformers are interconnected on the secondary side and multiple primary voltage circuits are used to feed the transformers. A spot network is typically used to serve a single building and all the transformers are in one location. An area network typically serves multiple Members with secondary conductors covering multiple city blocks and with transformers at various locations.
- JPEC does not identify any violations of any applicable provisions of Institute of Electrical and Electronics Engineers Standard 1547 (IEEE 1547), "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8. No construction of facilities by JPEC on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, JPEC, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if JPEC determines that the generating facility can be

DATE OF ISSUE August 15, 200	9	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE COMMISS	TON 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January	3, 2009



# RATES AND CHARGES SCHEDULE NM - NET METERING

safely and reliably connected to JPEC's system; or 2) deny the Application as submitted under the Level 1 Application.

JPEC shall notify the Member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, JPEC will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test. The Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by JPEC and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless JPEC expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to noncompliance with any provision in the Application and JPEC approval, the Member shall not operate the generating facility until any and all noncompliance is corrected and re-inspected by JPEC.

If the Application is denied, JPEC will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

#### LEVEL 2

A Level 2 Application is required under any of the following:

1. The generating facility is not inverter based;

DATE OF ISSUE	August 15, 2009			
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
		Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kolly Nuckols			TARIFF BRANCH
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	G	i. Kelly Nuckols		Bunt Kirtley
TITLE President 8	& CEO		·	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE P	UBLIC SERVICE	COMMISSION	6/1/201 1
				PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 2009	



FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>33</u>

Jackson Purchase Energy Corp.

CANCELLING P.S.C. KY NO. 6

SHEET NO. 33

## RATES AND CHARGES SCHEDULE NM - NET METERING

- The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3. The generating facility does not meet one or more of the additional conditions under Level 1.

JPEC will approve the Level 2 Application if the generating facility meets JPEC's technical interconnection requirements, which are based on IEEE 1547. JPEC shall make its technical interconnection requirements available online and upon request.

JPEC will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time JPEC will respond in one of the following ways:

- The Application is approved and JPEC will provide the Member with an Interconnection Agreement to sign.
- 2. If construction or other changes to JPEC's distribution system are required, the cost will be the responsibility of the Member. JPEC will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, JPEC will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- The Application is denied. JPEC will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in JPEC approval. Member may resubmit Application with changes.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other

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DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 34

CANCELLING P.S.C. KY NO. 6

SHEET NO. 34

RATES AND CHA	ARGES
SCHEDULE NM - NET	METERING

changes to JPEC's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and JPEC and all necessary conditions stipulated in the agreement are met. **APPLICATION, INSPECTION AND PROCESSING FEES** 

No application fees, or other review, study, or inspection or witness test fees are charged for Level 1 Applications.

For Level 2 Applications, each Member must submit, along with the Application, a non-refundable application, inspection and processing fee of \$100. In the event JPEC determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. JPEC shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

#### TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- JPEC shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the

DATE OF ISSUE	August 15, 2009			
		Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
		Month / Date / Yea	ar 📃	EXECUTIVE DIRECTOR
ISSUED BY /s/	G. Kelly Nuckols			TARIFF BRANCH
	G	6. Kelly Nuckols		Bunt Kirthey
TITLE Presiden	t & CEO			EFFECTIVE
BY AUTHORITY O	F ORDER OF THE P	UBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2	008-00169	DATED	January 8, 2009	



# RATES AND CHARGES SCHEDULE NM - NET METERING

generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.
- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Year		TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols			
	G. Kelly Nuckols		Brent Kirkley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE C	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED J	January 8, 2009	

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 36 CANCELLING P.S.C. KY NO. 6

SHEET NO. 36

# RATES AND CHARGES SCHEDULE NM - NET METERING

switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.

- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 and 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or

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DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckois		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 20.09	·

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
P	P.S.C. KY NO. 7
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	SHEET NO. 37
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SCHED	ULE NM – NET METERING

contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.

- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

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DATE EFFECTIVE April 8, 200	9 Month / Date / Yea	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckol			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtlery
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF T	HE PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

 38

CANCELLING P.S.C. KY NO. 6

SHEET NO. 38

# RATES AND CHARGES SCHEDULE NM - NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

DATE OF ISSUE A	ugust 15, 2009			- KENTUCKY
	,	Month / Date / Year	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
		Month / Date / Ye	ar 📃 🔤	TARIFE BRANCH
ISSUED BY /s/ G. H	Kelly Nuckols			
	G	. Kelly Nuckols		Bunt Finiley
TITLE President &	CEO			_ EFFECTIVE
BY AUTHORITY OF O	RDER OF THE PL	UBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008	-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp.FOREntire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 39

CANCELLING P.S.C. KY NO. 6

SHEET NO. 39

# RATES AND CHARGES SCHEDULE NM - NET METERING

#### LEVEL 1

# **Application for Interconnection and Net Metering**

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name; \_\_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address:

Member Phone No.: \_\_\_\_\_ Member E-Mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

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DATE OF ISSUE August 15, 200	9	_	
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DATE EFFECTIVE April 8, 2009	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp.FOREntire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 40

CANCELLING P.S.C. KY NO. 6

SHEET NO. 40

# RATES AND CHARGES SCHEDULE NM – NET METERING

Energy Source: 
Solar 
Wind 
Hydro 
Biogas 
Biomass

Inverter Manufacturer and Model #:\_\_\_\_\_\_
Inverter Power Rating:\_\_\_\_\_\_ Inverter Voltage Rating:\_\_\_\_\_\_

Power Rating of Energy Source (*i.e.*, solar panels, wind turbine):\_\_\_\_\_

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of JPEC's meter, energy source, JPEC accessible disconnect switch, and inverter.

Attach single line drawing showing all electrical equipment from JPEC's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: \_

### TERMS AND CONDITIONS:

- JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements

DATE OF ISSUE Augu	ıst 15, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE Apr	ril 8, 2009	
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kell	y Nuckols	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CE	0	EFFECTIVE
BY AUTHORITY OF ORD	ER OF THE PUBLIC SERVICE O	COMMISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00	0169 DATED	January 8, 2009

	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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R	ATES AND CHARGES
SCHED	DULE NM - NET METERING

based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

DATE OF ISSUE	August 15, 2009			- KENTUCKY
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
		Month / Date / Yea	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols			TARIFF BRANCH
		Kelly Nuckols		Bunt Kirtley
TITLE President 8	& CEO			_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PL	JBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 2009	

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	SHEET NO. 42
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SCHED	ULE NM - NET METERING

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

DATE OF ISSUE August 15, 2009			
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ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Keliy Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



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SCHEDULI	E NM – NET METERING

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	·		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	





Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 44

CANCELLING P.S.C. KY NO. 6

SHEET NO. 44

#### RATES AND CHARGES SCHEDULE NM - NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### **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) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law,

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	F	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Katley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COM	MMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED Jan	nuary 8, 2009	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 45 CANCELLING P.S.C. KY NO. 6 SHEET NO. 45

#### RATES AND CHARGES SCHEDULE NM – NET METERING

regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and JPEC's Net Metering Tariff.

Member Signature

Date

Title

#### JPEC APPROVAL SECTION

When signed below by a JPEC representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

JPEC inspection and witness test: 

Required 
Waived

If JPEC inspection and witness test is required, Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by JPEC and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call\_\_\_\_\_\_to schedule an inspection and witness test.

DATE OF ISSUE August 15, 2009			VENTUARY
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DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Yea	ar 📃 🔤	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	

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	SHEET NO6
	CHARGES
SCHEDULE NM ~	NET METERING
Pre-Inspection operational testing not to exceed to	wo hours:  Allowed  Not Allowed
If JPEC inspection and witness test is waived, installation is complete, and all other terms and c	
Additions, Changes, or Clarifications to Application	Information:
□ None □ As specified here:	
·	
Approved by:i	Date:
Approved by:i	Date:
Approved by:I Printed Name:	Date:
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6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

IN CASE NO. 2008-00169 DATED January 8, 2009

TITLE President & CEO

G. Kelly Nuckols

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION



Jackson Purchase Energy Corp. FOR \_\_\_\_\_\_Entire Territory Served \_\_\_\_\_ Community, Town or City P.S.C. KY NO. 7 \_\_\_\_\_\_SHEET NO. 47 CANCELLING P.S.C. KY NO. 6 SHEET NO. 47

# RATES AND CHARGES

# SCHEDULE NM - NET METERING

#### LEVEL 2 Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional requirements under Level 1.

Submit this Application along with an application fee of \$100 to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Phone No.: \_\_\_\_\_\_ Email Address (Optional): \_\_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

DATE OF ISSUE	August 15, 2009			
		Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	M		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	. Kelly Nuckols	Month / Date / Ye	ar	TARIFF BRANCH
<u></u>		G. Kelly Nuckols		Bunt Kirtley
TITLE President &	& CEO			_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE F	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 48

CANCELLING P.S.C. KY NO. 6

SHEET NO. 48

### RATES AND CHARGES SCHEDULE NM - NET METERING

Total Generating Capacity of Generating Facility:

Type of Generator: 

Inverter-Based 
Synchronous 
Induction

Power Source: 
Solar 
Wind 
Hydro 
Biogas 
Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

- 1. Single-line diagram of the Member's system showing all electrical equipment from the generator to the point of interconnection with JPEC's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
- 2. Control drawings for relays and breakers.
- 3. Site Plans showing the physical location of major equipment.
- 4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
- If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
- 6. A description of how the generator system will be operated including all modes of operation.
- For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

DATE OF ISSUE August 15	, 2009	
	Month / Date / Year	VENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8,	2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuc	ckols	TARIFF BRANCH
	G. Kelly Nuckols	Brent Kirtley
TITLE President & CEO	-	EFFECTIVE
BY AUTHORITY OF ORDER O	F THE PUBLIC SERVICE COMMISSIC	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8,	2009



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 49 CANCELLING P.S.C. KY NO. 6 SHEET NO. 49

# **RATES AND CHARGES** SCHEDULE NM - NET METERING

- 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).
- 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DATE OF ISSUE	August 15, 2009			KENTUCKY
		Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
		Month / Date / Ye	ar 📃 🔤	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols		Sector Sector	TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	08-00169	DATED	January 8, 2009	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 50

CANCELLING P.S.C. KY NO. 6

SHEET NO. 50

# RATES AND CHARGES SCHEDULE NM - NET METERING

#### LEVEL 2 INTERCONNECTION AGREEMENT

 THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_ (JPEC), and \_\_\_\_\_\_\_ (Member). JPEC and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

#### WITNESSETH:

**WHEREAS,** Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with JPEC's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location:

Generator Size and Type: \_\_\_\_\_

NOW, THEREFORE, in consideration thereof, Member and JPEC agree as follows:

JPEC agrees to allow Member to interconnect and operate the Generating Facility in parallel with JPEC's electric system and Member agrees to abide by JPEC's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

#### **Terms and Conditions:**

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

DATE OF ISSUE August 15, 2009			
	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Ye	ar 📃 🔤	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City		
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	SHEET NO. 51		
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- JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, Member shall demonstrate generating facility compliance.
- 3. The generating facility shall comply with, and Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric

DATE OF ISSUE Au	gust 15, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	JEFF R. DEROUEN
	Month / Date / Yea	ar EXECUTIVE DIRECTOR
ISSUED BY /s/ G. K	elly Nuckols	TARIFF BRANCH
	G. Kełly Nuckols	Bunt Kirtley
TITLE President & C	CEO	EFFECTIVE
BY AUTHORITY OF OF	RDER OF THE PUBLIC SERVICE	COMMISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-	00169 DATED	January 8, 2009

	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for

DATE OF ISSUE August 15,	2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2	009	JEFF R. DEROUEN
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ISSUED BY /s/ G. Kelly Nuck	kols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:01 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 2	009

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an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Marth / Data / Mara	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Year	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COM	MISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED Janu	ary 8, 2009



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	SCHEDULE NM – NET METE	RING
	any related equipment or any facilities owned by JPEC exc caused or contributed to by the fault or negligence of JPEC contractors.	
	The liability of JPEC to the Member for injury to person and	property shall be governed by the tariff(s) for

the class of service' under which the Member is taking service.

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy). Member shall provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### **Effective Term and Termination Rights**

DATE OF ISSUE	August 15, 2009			
	Month	/ Date / Yea	r [	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	h / Date / Ye		JE:FF R. DEROUEN
ISSUED BY /s/ G	. Kelly Nuckols	ii/ Date/ Te		TARIFF BRANCH
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TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	08-00169	DATED	January 8, 20.09	9

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation, or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

JPEC	MEMBER	
Ву:	Ву:	
Printed Name	Printed Name	
Title:	Title:	

# Exhibit A

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of JPEC facilities is required, Exhibit A will also contain a description and associated cost. Exhibit A will also specify requirements for a JPEC inspection and witness test and when limited operation for testing or full operation may begin.

DATE OF ISSUE	August 15, 2009			- KENTUCKY
		Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DERCUEN
		Month / Date / Yea	ar 📕 🚽	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G	. Kelly Nuckols			TARIFF BRANCH
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TITLE President	& CEO			_ EFFECTIVE
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IN CASE NO. 200	08-00169	DATED	January 8, 2009	



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P.S.C. KY NO.	7	_		
	SHEET NO. 56			
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# RATES AND CHARGES

SCHEDULE SPC-A - SMALL POWER PRODUCTION OR COGENERATION LESS THAN 100 kW

# **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, 100 kW or below, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC.

# Rate Schedule

Base payment of \$0.01694 per kWh plus current fuel adjustment.

DATE OF ISSUE	August 15, 2009			VEbrasican.
		Month / Date / Yea	r 📃	PUBLIC SERVICE COMMISSION
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ISSUED BY /s/ (	G. Kelly Nuckols	Month / Date / Ye	ar	TARIFF BRANCH
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TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE P	UBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 57

CANCELLING P.S.C. KY NO. 6

SHEET NO. 57

# RATES AND CHARGES

# SCHEDULE SPC-B - SMALL POWER PRODUCTION OR COGENERATION GREATER THAN 100 kW

# **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, above 100 kW, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC. Rates below are to be used as the basis for negotiating a final purchase rate and are not to be taken as a firm rate for any facilities.

#### **Rate Schedule**

- A. Capacity (if applicable)
  - 1. When connected to electric distribution lines of 15 kV or below:
    - A payment of \$4.12 per kilowatt per month, provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.
  - 2. When connected to electric transmission lines above 25 kV: A payment of \$4.04 per kilowatt per month provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

#### B. Energy

Base payment of \$0.01694 per kWh plus current fuel adjustment.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/_ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 6/1/2011
IN CASE NO. 2007-00116 DATED June 17, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7

SHEET NO. 58

CANCELLING P.S.C. KY NO. 6

SHEET NO. 58

# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

[NOTE: THIS SAMPLE CONTRACT IS DESIGNED FOR USE ONLY WHEN A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF 100 KW OR LESS INTERCONNECTS DIRECTLY WITH THE DISTRIBUTION SYSTEM OF JPEC. JPEC RESERVES THE RIGHT TO REVISE THIS STANDARD FORM TO INCORPORATE ANY MODIFICATIONS WHICH IT BELIEVES APPROPRIATE UNDER THE CIRCUMSTANCES WHEN CONTRACTING WITH A PARTICUALR QUALIFYING FACILITY. THE TERMS IN THIS STANDARD CONTRACT MAY BE USED AS A BEGINNING POINT FOR NEGOTIATION OF A CONTRACT WITH A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF OVER 100 KW.]

# AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY FROM A QUALIFYING SMALL POWER PRODUCTION OR COGENERATION FACILITY, 100 KW OR LESS

THIS AGREEMENT is made and entered into on the	his

day of \_\_\_\_\_\_, 20 \_\_\_\_\_ by and between \_\_\_\_\_Jackson Purchase \_\_\_\_\_\_

**Energy Corporation** 

(JPEC), a retail electric distribution cooperative corporation, and

(the seller), a

WITNESSETH:

DATE OF ISSUE	August 15, 2009	Month / Date / Yea	r ·	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Ye	ar	
ISSUED BY /s/	G. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols		Brent Kirtley
TITLE President	t & CEO			EFFECTIVE
BY AUTHORITY O	FORDER OF THE I	PUBLIC SERVICE	COMMISSION	6/1/201 1 PURSUANT TO 807 KAR 5:001 SECTION 9 (1)
IN CASE NO. 20	007-00116	DATED	June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C.	KY NO.	7		
		SHEET NO.	59	
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		SHEET NO.	59	

WHEREAS, JPEC is engaged in the distribution and sale at retail of electric energy in certain counties in Western Kentucky; and

WHEREAS, JPEC owns and operates, or intends to construct, own and operate, electric distribution lines with which the seller desires to interconnect its electric generation facilities; and

WHEREAS, the seller owns and operates, or intends to construct, own and operate, an electric generating facility which qualifies as a small power production facility or cogeneration facility under Section 201 of the Public Utility Regulatory Policies Act of 1978, and desires to sell electric power and energy to JPEC beginning on or about \_\_\_\_\_\_, 20 \_\_\_, or as soon thereafter as the gualifying facility is ready for service; and

WHEREAS, JPEC desires to purchase electric power and energy from the seller; and

WHEREAS, JPEC is willing to permit the seller's electric generation facilities to be interconnected and operated in parallel with JPEC's electric system so that the seller will be able to deliver to JPEC electric power and energy;

NOW, THEREFORE, the parties agree as follows:

DATE OF ISSUE August 15, 2009		_	
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DATE EFFECTIVE June 25, 2008	Month / Date / Ye	Par	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
G.	Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PU	BLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 60 CANCELLING P.S.C. KY NO. 6

SHEET NO. 60

# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

#### **ARTICLE I**

### **Definition of Terms**

1.1 The term "qualifying facility" or "QF" as used in this contract is defined to include all the seller's electric generation facilities and all interconnection and safety equipment owned by the seller and used in connection with the electric generation facilities owned by it which will produce electric power and energy for sale under this agreement.

1.2 The terms specifically defined in 807 KAR 5:054 and 18 C.F.R. Part 292, when used in this agreement, shall have the same definitions as in those regulations.

# ARTICLE II

#### **Ownership and Maintenance of Facilities**

2.1 The seller shall have sole responsibility for the design, construction, installation, ownership, safety, operation and maintenance of the qualifying facility (hereinafter referred to as the "QF").

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Yea	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ (	G. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116 DATED	June 17, 2008



FOR	Jackson Purchase Energy Corp. Entire Territory Served				
	Community, Town or City				
P.S.C.	KY NO.	7			
		SHEET NO.	61		
CANC	ELLING P.	S.C. KY NO.	6		
		SHEET NO.	61		

2.2 The seller, in designing, constructing, installing, operating and maintaining the QF, shall comply with all rules, regulations, policies, standards and codes generally recognized in the utility industry as applicable to such operations, including, but not limited to, the National Electrical Safety Code, IEEE Standard 1547, regulations of the Kentucky Public Service Commission, requirements and bulletins of the Rural Utilities Service, all federal, state and local safety codes, statutes and regulations and all applicable policies of JPEC now in existence or that may be adopted from time to time.

2.3 The seller shall pay JPEC the "additional interconnection cost" as defined in 807 KAR 5:054 Section 6 of interconnecting the QF with the distribution system of JPEC.

2.4 The seller shall pay for and JPEC shall own and maintain the metering equipment which it determines is necessary based upon the size and other characteristics of the QF to measure the power and energy sold by the seller. Upon termination of this agreement, the meters and metering equipment will be turned over to the seller if requested. JPEC shall test and calibrate meters by comparison with accurate standards at intervals not exceeding twelve (12) months and shall also make special meter tests at any time at the seller's request. The cost of all tests shall be borne by JPEC; provided,

DATE OF ICCUE	August 1E 2000			
DATE OF ISSUE	August 15, 2009	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ 0	6. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols	1	Bunt Kirtley
TITLE President	& CEO	· · · · · · · · · · · · · · · · · · ·		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE I	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO7	_	
	SHEET NO62	_	
CANCE	LLING P.S.C. KY NO. 6		
	SHEET NO. 62		

however, that if any special meter test made at the request of the seller shall disclose that the meters are recording accurately, the seller shall reimburse JPEC for the cost of such test. Meters registering not more than two (2%) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by tests to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the seller and JPEC shall agree as to the amount of energy furnished during such period and JPEC shall render payment therefore. JPEC shall meter all power and energy at voltage as mutually agreed to with the seller. JPEC shall, when requested, notify the seller in advance of the time of any meter reading or test so that the seller's representative may be present at such meter reading or test.

2.5 The original and any revisions to the plans, specifications and operating characteristics for the QF must be approved by JPEC before the seller connects its QF to JPEC's system. Prior to energization of the interconnection between the QF and JPEC's system, JPEC shall have the right to inspect the QF for any purpose. However, inspection and acceptance of any plans, design theory,

DATE OF ISSUE August 15, 2009	
Month / Date	/ Year PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
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ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
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TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SER	VICE COMMISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DAT	ED June 17, 2008



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C	Community, Town or City			
P.S.C. KY NO.	7			
	SHEET NO.	63		
CANCELLING P	.S.C. KY NO.	6		
	SHEET NO.	63		

specifications and operating characteristics observed or provided respecting the QF, shall not be construed as confirming or endorsing the design, or as warranting the safety, durability or reliability of the QF. JPEC shall not, by reason of any review, acceptance, inspection or failure to review or inspect, be responsible for the QF, including, but not limited to, the strength, safety, details of design, adequacy or capacity thereof, nor shall acceptance or approval by either be construed as an endorsement of any QF.

2.6 The seller will be responsible for furnishing or paying for all rights-of-way and easements necessary to install, operate, maintain, replace and remove the interconnection facility and the metering equipment. Duly authorized representatives of JPEC shall be permitted to enter the premises of the seller at all reasonable times as may be necessary in connection with the proper performance of the terms and conditions of this agreement.

2.7 The seller shall install, own and maintain the necessary substation equipment at the point of connection to the system of JPEC unless otherwise agreed.

DATE OF ISSUE _August 15, 2009		
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	3	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp.           OR         Entire Territory Served			
Community, Town or City				
P.S.C. KY NO.	7			
	SHEET NO.	64		
CANCELLING P	.S.C. KY NO.	6		
	SHEET NO.	_64		

### ARTICLE III

3.1 JPEC shall take and purchase all of the power and energy produced by the seller that is delivered to the point at which the QF is interconnected with JPEC's distribution system. The power and energy delivered by the seller and purchased by JPEC shall be metered and paid for in accordance with the terms of this agreement. Electric power and energy to be purchased under this agreement shall be alternating current, single or three-phase, 60 Hertz. The parties will agree upon the delivery voltage and capacity prior to the commencement of purchase under this agreement.

3.2 The QF shall at all times operate in such manner as to maintain a power factor of not less than 90% leading or lagging.

3.3 The capacity delivered in kilowatts shall be the QF's average hourly output which is delivered for the required minimum number of hours during each billing period, as determined by dividing the kWh delivered during the billing period by the actual number of hours in the billing period. For purposes of this agreement each calendar month during the term of this agreement shall be a separate billing period.

DATE OF ISSUE	August 15, 2009			- KENTUCKY
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DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
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ISSUED BY /s/ G	. Kelly Nuckols			TARIFF BRANCH
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TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 200	7-00116	DATED	June 17, 2008	



# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

3.4 JPEC shall read meters monthly. Electric power and energy furnished under this agreement shall be paid for within fifteen (15) days after the meters are read and the bill is issued.

3.5 Electric power and energy purchased by the seller shall be purchased from JPEC under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to JPEC.

# **ARTICLE IV**

# Rates and Charges

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

DATE OF ISSUE August 15, 2009			- KENTUCKY
	Month / Date / Yea	r .	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
	Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		]	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. \_7\_\_\_\_

SHEET NO. 66

CANCELLING P.S.C. KY NO. 6

SHEET NO. 66

# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

# **ARTICLE V**

Protection of System Owned by JPEC

5.1 The seller shall be responsible for operating and maintaining the QF in a safe manner and for providing the protective equipment needed to prevent damage to the system owned by JPEC, injury to the personnel of JPEC, or interference with JPEC's consumers. JPEC shall have the right to review the seller's proposed protection system, operating procedures and system characteristics in order to determine whether the seller's operation of the QF will have an adverse impact on the system owned by JPEC. The following areas, among others, may be reviewed for possible adverse effects:

- 1. Fault protection.
- 2. Voltage regulation and balance.
- 3. Grounding.
- 4. Synchronizing systems.
- 5. Disconnecting and isolating systems.
- 6. Flicker.
- 7. Harmonics.

DATE OF ISSUE August 15, 2009			
	Month / Date / Yea	r .	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
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	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO	·		_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served			
	Community, Town or City			
P.S.C. KY NO.	7			
	SHEET NO.	67		
CANCELLING I	P.S.C. KY NO.	_6		
	SHEET NO.	67		

5.2 If the operation of the QF results in undesirable or harmful effects to the system of JPEC, or to consumers of JPEC, JPEC may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.

5.3 JPEC may discontinue purchases from the seller and may break the interconnection between the QF and JPEC's system, without prior notice, during any system emergency. By first giving reasonable written notice, JPEC may break the interconnection between the QF and the system of JPEC for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of JPEC's system, the interconnection facility or the metering equipment.

# **ARTICLE VI**

#### Term

6.1 The initial term of this agreement shall be one (1) year from the effective date.

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

DATE OF ISSUE August 15, 2009	Month / Date / Yea	r F	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CEO	G. Kelly Nuckols	_	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>68</u> CANCELLING P.S.C. KY NO. <u>6</u> SHEET NO. <u>68</u>

# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

6.3 The effective date of this agreement shall be the date on which the last of the following

events occurs:

- This agreement is approved by the Administrator of the Rural Utilities Service (if required).
- 2. This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
- 3. This agreement has been approved and executed by the seller and JPEC.

# **ARTICLE VII**

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelły Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:01 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



Jackson Purchase Energy Corp. FOR \_\_\_\_\_\_Entire Territory Served Community, Town or City P.S.C. KY NO. 7 \_\_\_\_\_\_SHEET NO. 69

CANCELLING P.S.C. KY NO. 6

SHEET NO. 69

# RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

agreement with respect to any act, occurrence or omission occurring prior to termination of this agreement, whether or not then accrued or known.

7.2 Without regard to any negligence by any of the parties to this agreement, JPEC shall not

be liable to the seller for:

- Any loss or damage to the seller's electric system or other property or any injury to the seller or the seller's employees, agents, contractors, representative licensees or invitees, including, without limitation, damage or injury caused by reclosing of the transmission or distribution system; or
- Any loss of profits or revenues or any other indirect or consequential damage or injury to the seller resulting from interruption or partial interruption in the delivery of energy from the seller.

# **ARTICLE VIII**

#### Insurance

8.1 The seller shall obtain and provide satisfactory evidence of insurance covering such risks

and providing such coverage as JPEC may from time to time reasonably request.

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	8



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 70

CANCELLING P.S.C. KY NO. 6

SHEET NO. 70

# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

### ARTICLE IX

### Miscellaneous

9.1 If there shall be imposed by federal, state or other governmental authority, any tax payable by the seller upon the gross revenue or earnings, or upon the seller's production or sale of electric energy, such additional tax or taxes shall be paid solely by the seller.

9.2 This agreement contains the entire agreement between the parties. This agreement cannot be amended except in writing signed by the parties.

9.3 The waiver on the part of either party to enforce a provision of this contract at any time shall not be deemed a waiver with respect to any subsequent default or other matter.

9.4 This agreement may not be assigned without the written consent of JPEC.

9.5 This agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.6 This agreement shall not be construed to create a joint venture, to impose a trust or to otherwise create a business relationship between or among any of the parties.

DATE OF ISSUE	August 15, 2009	F	
	Month	/ Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN
	Mont	h / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH
		Nuckols	Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC	C SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116	DATED June 17, 2008	



### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

9.7 The invalidity of any provision or provisions in this agreement shall not affect the validity of the remaining provisions.

### **ARTICLE X**

### Notices and Other Communications

10.1 Any notice required by this agreement to be given in writing shall be deemed properly given if and when delivered in person, telegraphed or sent by registered or certified mail, postage prepaid, to:

JPEC:

Seller:

DATE OF ISSUE	August 15, 2009	· · ·		
		Month / Date / Year	Ĺ_	- KENT UCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		1	JEFF R. DEROUEN
		Month / Date / Yea	r	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE I	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 72

CANCELLING P.S.C. KY NO. 6

\_\_\_\_ SHEET NO. \_\_\_\_\_

### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

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

If to JPEC:

If to seller:

DATE OF ISSUE August 15,	2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25,		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuc	kols	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISS	ION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17,	2008



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>73</u> CANCELLING P.S.C. KY NO. <u>6</u> SHEET NO. <u>73</u>

### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this the day and date first hereinabove written.

Jackson Purchase Energy Corporation	· · · · · · · · · · · · · · · · · · ·
(Cooperative) (S	Seller)
Print Name P	rint Name
Signature S	ignature
Title T	ītle
Date D	Pate
DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols	Runt Killen
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 20	0



Ja FOR	Jackson Purchase Energy Corp. OR Entire Territory Served		
Community, Town or City			
P.S.C. KY NO.	7		
	SHEET NO. 74		
CANCELLING	P.S.C. KY NO. 6		
	SHEET NO74		

### RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

### Applicability

In all territory served by JPEC on poles owned and used by JPEC for their electric plant.

### **Availability of Service**

To all qualified CATV operators having the right to receive service.

### **Rental Charge**

The yearly rental charges shall be as follows:

Two-party pole attachment	\$4.84
Three-party pole attachment	\$4.09
Two-party anchor attachment	\$5.88
Three-party anchor attachment	(not available)
Two-party ground attachment	\$0.24
Three-party ground attachment	\$0.16

### Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of the CATV operator to receive a bill or a correctly calculated bill shall not relieve the CATV operator of its obligation to pay for the service it has received.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN
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G. Kelly Nuckols	
TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	N 6/1/2011 PURSUANT TO 807 KAR 5 2011 SECTION 9 (1)
IN CASE NO2007-00116 DATED _June 17, 20	08



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### **Specifications**

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

### **Establishing Pole Use**

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

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
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IN CASE NO. 2007-00116 DATED June 17, 2	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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hereunder shall not be limited to amounts shown on estimates made by JPEC hereunder. An itemized statement of the actual cost of all such changes shall be submitted by JPEC to the CATV operator, in a form mutually agreed upon.

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

#### Easements and Rights-of-Way

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

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	KEN TUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	North / Data / Mars	JEFF R. DEROUEN
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ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSIO	N 6/1/2011
IN CASE NO. 2007-00116	DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO.	7		
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CANCELLING P	S.C. KY NO.	6	

SHEET NO. 77

### RATES AND CHARGES

### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### Maintenance of Poles, Attachments and Operations

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

DATE OF ISSUE	August 15, 2009			
	1	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
TITLE President		G. Kelly-Nuckols		Bunt Kirtley
BY AUTHORITY OF		PUBLIC SERVICE	COMMISSION	EFFECTIVE 6/1/2011
IN CASE NO. 20	07-00116	DATED	June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Ja FOR	Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO.	7		
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	SHEET NO.	78	

## RATES AND CHARGES

### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

#### Inspections

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

### **Insurance or Bond**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE OF	0/1/2011
IN CASE NO. 2007-00116 DATED	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR Entire Territory Served			
Community, Town or City			
P.S.C. KY NO7			
SHEET NO79			
CANCELLING P.S.C. KY NO. 6			
SHEET NO. 79			

### RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

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

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMI	0/1/2011
IN CASE NO. 2007-00116 DATED June 1	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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	SHEET NO80
RATE	ES AND CHARGES
CABLE TELEVISIO	N ATTACHMENT TARIFF (CTAT)

### **Change of Use Provision**

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

#### Abandonment

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

#### **Rights of Others**

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

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckois	TARIFF BRANCH
	G. Kelly Nuckols	Sumt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMIS	0/1/2011
IN CASE NO. 20	07-00116 DATED June 17	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NC	)7	
	SHEET NO	
CANCELLING	P.S.C. KY NO. 6	
	SHEET NO	

## RATES AND CHARGES

### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### **Payment of Taxes**

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

#### **Bond or Depositor Performance**

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	EFFECTIVE <b>6/1/2011</b>
IN CASE NO. 2007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Town or City		
P.S.C. KY NO.	7	
	SHEET NO.	82
CANCELLING P	.S.C. KY NO.	6
	SHEET NO.	. 82

### RATES AND CHARGES CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

 After the CATV operator has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

### **Use of Anchors**

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

### **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Keliy Nuckols	Bunt Kirtley
TITLE President & CEO	
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	0/1/2011
IN CASE NO. 2007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 83

CANCELLING P.S.C. KY NO. 6

SHEET NO. 83

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

FOR

### Applicability

In all territory of Ballard and McCracken counties jointly served by JPEC and Ballard Rural Telephone.

### Availability

To Ballard Rural Telephone Cooperative Corporation, Inc. (BRTC) only.

### **Rental Charge**

The yearly rental charges shall be as follows:	
Two-party pole attachment	\$4.84
Three-party pole attachment	\$4.09
Two-party anchor attachment Three-party anchor attachment (not available)	\$5.88
Two-party ground attachment Three-party ground attachment	\$0.24 \$0.16

#### Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of BRTC to receive a bill or a correctly calculated bill shall not relieve BRTC of its obligation to pay for the service it has received.

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DATE OF 1550EAugust 15, 2005	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 84 CANCELLING P.S.C. KY NO. 6

SHEET NO. 84

## CLASSIFICATION OF SERVICE

#### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### Specifications

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

### **Establishing Pole Use**

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

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

DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

CANCELLING P.S.C. KY NO. 6

SHEET NO. 85

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

#### Easements and Rights-Of-Way

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

#### Maintenance of Poles, Attachments and Operation

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

DATE OF ISSUE August 15, 2009			
<u></u>	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Keliy Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 307 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 86

CANCELLING P.S.C. KY NO. 6

SHEET NO. 86

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

DATE OF ISSUE August 15, 2009		<b></b>	
	Month / Date / Yea	r	– KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			_ JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Ye	ar	
ISSUED BY /s/ G. Kelly Nuckols			
	G. Keliy Nuckois		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>87</u> CANCELLING P.S.C. KY NO. <u>6</u>

SHEET NO. 87

CLASSIFICATION OF SERVICE

#### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### Inspections

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

### **Insurance or Bond**

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

DATE OF ISSUE AU	gust 15, 2009	
	Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	lune 25, 2008	JEFF R. DEROUEN
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ISSUED BY _/s/ G. K	elly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & C	CEO	EFFECTIVE
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IN CASE NO. 2007-	00116 DATED Ju	une 17, 2008



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 88

CANCELLING P.S.C. KY NO. 6

SHEET NO. 88

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

FOR

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

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

#### **Change of Use Provision**

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

#### Abandonment

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

DATE OF ISSUE August 15, 200	9	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 200	8	JEFF R. DEROUEN
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BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE COMMISSIO	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	8





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 89

CANCELLING P.S.C. KY NO. 6

SHEET NO. 89

### CLASSIFICATION OF SERVICE

### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

#### **Rights of Others**

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

#### **Payment of Taxes**

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

#### **Bond or Depositor Performance**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMI	SSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 1	7, 2008



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City
 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

 90

 CANCELLING P.S.C. KY NO.

SHEET NO. 90

## **CLASSIFICATION OF SERVICE**

#### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

B. After BRTC has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

#### Use of Anchors

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

#### **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE Aug	just 15, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	une 25, 2008	JEFF R. DEROUEN
	Month / Date / Yea	r EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Ke	lly Nuckols	TARIFF BRANCH
	G. Kelly Nuckois	Brent Kirtley
TITLE President & C	EO	EFFECTIVE
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IN CASE NO. 2007-0	0116 DATED	June 17, 2)08



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO. 91

CANCELLING P.S.C. KY NO. 6

SHEET NO. 91

#### RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

#### General

The Kentucky Public Service Commission has required that a Power Curtailment Procedure be established for all electric utilities under its jurisdiction (Administrative Case Number 353).

#### **Objective**

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

This procedure will define the following priority levels;

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	- 0 1/
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>92</u> CANCELLING P.S.C. KY NO. <u>6</u>

SHEET NO. 92

## RULES AND REGULATIONS

POWER CURTAILMENT PROCEDURE

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

Level 2: Residential

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

### Level 3: Non-critical Commercial and Industrial

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

Level 4: Non-Essential Uses

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TTTLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City
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	SHEET NO93
RUL	ES AND REGULATIONS
POWER	R CURTAILMENT PROCEDURE

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

#### When to Implement this Procedure

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

#### **Curtailment Procedure**

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Brent Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMM	ISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June	17, 2008



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 94

CANCELLING P.S.C. KY NO. 6

SHEET NO. 94

### RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

#### Enforcement

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

#### **Termination of the Curtailment of Power Consumption**

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

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
	Month / Date / Yea	ar 📃 🔤	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	





SHEET NO. 95

### RATES AND CHARGES FRANCHISE FEE

#### Applicability

Entire service territory.

#### **Availability of Service**

Available as an option for collection of revenues within governmental jurisdictions which impose on JPEC franchise fees, permitting fees, local taxes or other charges by ordinance, franchise or other governmental directive and not otherwise collected in the charges of JPEC's base rate schedules.

#### Definitions

Base Year: The twelve (12) month period ending December 31.

Collection Year: The full calendar year following the Base Year.

Base Year Amount:

- 1. A percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2. License fees, permit fees or other cost specifically borne by JPEC for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to JPEC by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by JPEC as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by JPEC in accordance with applicable Rules and Regulations approved by JPEC's Board of Directors and under the direction of the Kentucky Public Service Commission; and
- 3. Any adjustment for over or under collection of revenues associated with the amounts in (1) or (2).

DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/_ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS	EFFECTIVE 6/1/2011
IN CASE NO. 2007-00116 DATED June 17	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City	
P	P.S.C. KY NO7	
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	SHEET NO96	
RATES AND CHARGES		
	FRANCHISE FEE	

#### Rates

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

### Billing

- 1. The franchise charge will be applied exclusively to the base rate and all riders of bills of Members receiving service within the franchising governmental jurisdiction, before taxes.
- 2. The franchise charge will appear as a separate line item on the Member's bill and show the unit of government requiring the franchise.
- 3. Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

### Term of Contract

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

#### **Terms and Conditions**

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

DATE OF ISSUE AL	ugust 15, 2009		
	Month / D	ate / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nu	ckols	Bunt Kirtley
TITLE President &	CEO		EFFECTIVE
BY AUTHORITY OF O	RDER OF THE PUBLIC S	ERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-	-00116 DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.

 GANCELLING P.S.C. KY NO.

SHEET NO. 97

RATES AND CHARGES	
SCHOOL TAX	

#### Applicability

Entire service territory.

#### **Availability of Service**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160 for the recovery by JPEC of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.

#### Rate

The utility gross receipts license tax imposed by the county but not to exceed the maximum as established by applicable KRS.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TTTLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>98</u>

CANCELLING P.S.C. KY NO. 6

SHEET NO. 98

#### RATES AND CHARGES SCHEDULE FAC – FUEL ADJUSTMENT CLAUSE

### Applicability

Entire service territory.

#### **Availability of Service**

This Fuel Adjustment Clause (FAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The FAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$FAC = \frac{W_FAC - O + U}{P(m) \times L} - F(b)$$

Where:

FAC = The Fuel Adjustment rate per kWh for the current month.

 $W_FAC =$  The FAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the FAC is applied.

P(m) = The kWh purchased in the second month preceding the month in which the FAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

F(b) = Base Fuel Adjustment factor of \$0.00000 per kWh.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>6/1/2011</b>
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>99</u>

CANCELLING P.S.C. KY NO. 6

SHEET NO. 99

# RATES AND CHARGES

### SCHEDULE FAC - FUEL ADJUSTMENT CLAUSE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	North / Data / Year	JEFF R. DEROUEN
and the second	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Keliy Nuckols	Bunt Kirtley
TITLE President & CEO		
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	EFFECTIVE 6/1/2011
IN CASE NO. 2008-00010	DATEDDecember 12, 2008	PURSUANT TO 807 KAR 5.011 SECTION 9 (1)



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 100

CANCELLING P.S.C. KY NO. 6

SHEET NO. 100

### RATES AND CHARGES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

### Applicability

Entire service territory.

#### **Availability of Service**

This Environmental Surcharge (ES) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The ES rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $MESF = \frac{W_MESF + O - U}{P(m) \times L} - BESF$ 

Where;

MESF = The ES rate per kWh for the current month.

W\_MESF = The ES amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the MESF is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MESF is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

BESF = Base Environmental Surcharge Factor of \$0.00000 per kWh.

DATE OF ISSUE August 15, 2009	
Month / Date_/ Year	KENTUCKY PUBLIC SERVICE COMMISSION
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G. Kelly Nuckols-	Brent Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served Community, Town or City

P.S.C. KY NO. 7

\_\_\_\_\_\_ SHEET NO. 101

CANCELLING P.S.C. KY NO. 6

SHEET NO. 101

#### RATES AND CHARGES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC):</u> Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	0/1/2011
IN CASE NO. 2008-00010 DATED December 12, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7

SHEET NO. 102

CANCELLING P.S.C. KY NO. 6

SHEET NO. 102

## RATES AND CHARGES

#### SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

### Applicability

Entire service territory.

#### **Availability of Service**

This Unwind Surcredit Adjustment Clause (USAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The USAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

Where;

USAC = The USAC rate per kWh for the current month.

W\_US = The USAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the USAC is applied.

P(m) = The kWh purchased in the second month preceding the month in which the USAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kintley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS.	6/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 103

CANCELLING P.S.C. KY NO. 6

SHEET NO. 103

### **RATES AND CHARGES**

### SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	<sup>N</sup> 6/1/2011
IN CASE NO. 2008-00010 DATED December 12, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

FOR

SHEET NO. 104

CANCELLING P.S.C. KY NO. 6

SHEET NO. 104

#### RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

#### Applicability

Entire service territory.

#### Availability of Service

This Rebate Adjustment (RA) is applicable to all rate schedules of JPEC for the purpose of passing through any RA amounts received by JPEC from its wholesale power supplier, Big Rivers Electric Corporation (BREC).

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Member's served from dedicated delivery points.

The wholesale RA applicable to this section will be recorded in a payables account and returned in twelve (12) equal installments without interest to the Members in accordance with the formula shown below. The RA for this section will remain applicable for a twelve (12) month period plus any additional months necessary to complete the over or under refunds or collections. JPEC will synchronize application of the RA per this section with the application by BREC of the wholesale RA for purposes of the BREC Member Rate Stability Mechanism.

The RA rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

RA=

<u>R - O + U</u> P (m) x L

Where;

RA = The RA rate per kWh for the current month.

R = One-twelfth (1/12) of the portion of the most recent RA amount received from JPEC's wholesale power supplier for all non-dedicated delivery points.

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CEO	G. Keliy Nuckols	Bunt Kirtley
		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO		6/1/2011
IN CASE NO. 2008-00010	DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 105

CANCELLING P.S.C. KY NO. 6

SHEET NO. 105

### RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

P(m) = The kWh purchased in the second month preceding the month in which the RA is applied.

FOR

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

2. Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC):

- Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month following the receipt of the Rebate Adjustment amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
TITLE President & CEO	G. Kelly Nuckols	Bunt Kutley
		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	6/1/2011
IN CASE NO. 2008-00010	DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>106</u> CANCELLING P.S.C. KY NO. <u>6</u>

SHEET NO. 106

# RATES AND CHARGES SCHEDULE MRSM – MEMBER RATE STABILITY MECHANISM

# Applicability

Entire service territory.

# **Availability of Service**

This Member Rate Stability Mechanism (MRSM) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The MRSM applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$MRSM (m) = \frac{W_MRSM - O + U}{P(m) \times L}$$

Where:

MRSM (m) = The MRSM per kWh for the current month.

W\_MRSM = The MRSM amount credited by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the MRSM(m) is applied.

P (m) = The kWh purchased in the second month preceding the month in which the MRSM (m) is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE A	ugust 15, 2009	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols	TARIFF BRANCH
TITLE President &	G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		SION 6/1/2011
IN CASE NO. 2008	-00010 DATED December 12,	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served Community, Town or City

P.S.C. KY NO. 7

SHEET NO. 107

CANCELLING P.S.C. KY NO. 6

SHEET NO. 107

# RATES AND CHARGES

# SCHEDULE MRSM - MEMBER RATE STABILITY MECHANISM

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols	TARIFF BRANCH
TITLE President	G. Kelly Nuckols & CEO	Bunt Kintley
	ORDER OF THE PUBLIC SERVICE COMMISSIO	0/1/2011
IN CASE NO. 200	08-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 108

CANCELLING P.S.C. KY NO. 6

SHEET NO. 108

# RATES AND CHARGES SCHEDULE RER – RURAL ECONOMIC RESERVE

# Applicability

Entire service territory.

## **Availability of Service**

This Rural Economic Reserve (RER) is a rider available to all rate schedules of JPEC for Members served from Non-Dedicated Delivery Points.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The RER rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$RER = \frac{W_RER - O + U}{P(m) \times L}$$

Where;

RER = The Rural Economic Reserve Adjustment rate per kWh for the current month.

W\_RER = The Rural Economic Reserve amount credited by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the RER is applied.

P(m) = The kWh purchased in the second month preceding the month in which the RER is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 6/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
	P.S.C. KY NO7
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	SHEET NO. 109
RATI	ES AND CHARGES
SCHEDULE REP.	- RURAL ECONOMIC RESERVE

 Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", "D" and for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is not served by a Dedicated Delivery Point.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 6/1/2011
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jac FOR	Jackson Purchase Energy Corp. REntire Territory Served		
Community, Town or City			
P.S.C. KY NO.	7		
	SHEET NO.	110	
CANCELLING P	P.S.C. KY NO.	6	
	SHEET NO.	110	

# RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

# Applicable

Applicable in all territory served.

# **Availability of Service**

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

#### **Conditions of Service**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	Dunt nany
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COM	1MISSION 6/1/2011
IN CASE NO. 2007-00116 DATED Jun	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Ja FOR	Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
	Community, Town or City		
P.S.C. KY NO.	7		
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CANCELLING P.S.C. KY NO. 6			
	SHEET NO. 111		

# RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

## **Monthly Rate**

(1) The rate for Renewable Resource Energy is the rate schedule applicable to service to a Member, plus a premium per kilowatt hour of Renewable Resource Energy contracted for as follows, subject to any adjustment, surcharge or surcredit that is or may become applicable under the Member's rate schedule:

A Per Kilowatt Hour Premium Of Rate Schedule "R" - Residential \$0.036500 Rate Schedule "C-1" - Small Commercial Single Phase \$0.036500 Rate Schedule "C-3" - Small Commercial Three Phase \$0.036500 Rate Schedule "OL" - Outdoor Lighting \$0.036500 Rate Schedule "D" - Commercial and Industrial Demand Less Than 3,000 kW \$0.036500 Rate Schedule "I-E" - Large Commercial and Industrial - Existing \$0.041285 Rate Schedule "L" - Large Commercial and Industrial 3,000-5,000 kW \$0.041285 Rate Schedule "L-E" – Large Industrial Member Expansion \$0.041285 Rate Schedule "SPC-A" \$0.036500 Rate Schedule "SPC-B" \$0.036500

DATE OF ISSUE	August 15, 2009		
		Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month /	/ Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH
TITLE President	G. Kelly № & CEO	uckols	Bunt Kirtley
			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC S	SERVICE COMMISSIO	0/1/2011
IN CASE NO. 20	07-00116	DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Ja FOR	Jackson Purchase Energy Corp.		
FOR			
Community, Town or City			
P.S.C. KY NO.	7		
	SHEET NO. 112		
CANCELLING P.S.C. KY NO. 6			
	SHEET NO. <u>112</u>		

# RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

(2) Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

# Billing

Sales of Renewable Resource Energy are subject to the terms of service and payment of the Rate schedule under which Renewable Resource Energy is purchased.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	0/1/2011
IN CASE NO. 2007-00116 DATED June 17, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7

SHEET NO. 113

CANCELLING P.S.C. KY NO. 6

\_\_\_\_\_ SHEET NO. \_\_\_\_\_113

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# RATES AND CHARGES SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

# **RENEWABLE ENERGY CONTRACT**

JPEC: JACKSON PURCHASE ENERGY CORPORATION

MEMBER:

MEMBER ACCOUNT NUMBER:

BEGINNING DATE OF RENEWABLE ENERGY SALE:

ENDING DATE OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN ONE YEAR AFTER THE BEGINNING DATE): \_\_\_\_\_, 20\_\_\_\_

NUMBER OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED:

JPEC agrees to sell, and Member agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with JPEC's Renewable Energy Rider, a copy of which Member has received from JPEC. The retail rate premium that will be added to Member's monthly bill for each 100 kWh block of Renewable Energy is <u>\$3.65</u>, or <u>\$</u>\_\_\_\_\_\_ in total per billing month based upon the number of blocks of Renewable Energy Member will purchase from JPEC, subject to any changes in JPEC's Renewable Energy Rider\_approved by the Kentucky Public Service Commission from time to time.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Runt Kirtley
TITLE President & CEO	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	0/1/2011
IN CASE NO. 2007-00116 DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jac FOR	Jackson Purchase Energy Corp. Entire Territory Served		
Community, Town or City			
P.S.C. KY NO.	7		
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CANCELLING P	.S.C. KY NO.	_6	
	SHEET NO.	114	

# **RATES AND CHARGES**

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

# **RENEWABLE ENERGY CONTRACT**

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

AGREED BY JPEC:

JACKSON PURCHASE ENERGY CORPORATION

BY:	
ITS:	
DATE:	, 20
AGREED BY MEMBER:	

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BY:	 
DATE:	 , 20

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	EFFECTIVE 6/1/2011
IN CASE NO. 2007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>7</u> SHEET NO. <u>115</u>

Jackson Purchase Energy Corp.

CANCELLING P.S.C. KY NO. 6

SHEET NO. 115

# TERMS AND CONDITIONS MEMBERS BILL OF RIGHTS

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

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

DATE OF ISSUE Augus	st 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE Jun	e 25, 2008	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly	Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEC	)	EFFECTIVE
BY AUTHORITY OF ORDE	R OF THE PUBLIC SERVICE COMMIS	SION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-001	DATED June 17	, 2008

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served
	Community, Town or City
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TERI	MS AND CONDITIONS
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- If you have not been disconnected, you have the right to maintain your electric service for up to thirty (30) days, when you present a Certificate of Need issued by the Department for Community Based Services of the Kentucky Cabinet for Health and Family Services, and/or successors or designees between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your electric service reconnected between the months of November through March provided you:
  - 1. Present a Certificate of Need issued by the Department for Community Based Services of the Kentucky Cabinet for Health and Family Services, and/or successors or designees; and
  - 2. Pay one third (1/3) of your outstanding bill (\$200.00 maximum); and
  - 3. Accept referral to the Department for Community Based Services of the Kentucky Cabinet for Health and Family Services, and/or successors or designees; and
  - 4. Agree to a repayment schedule that will cause your bill to become current by October 15.
  - You have the right to contact the Kentucky Public Service Commission regarding any dispute that you have been unable to resolve with JPEC (call Toll Free 1-800-772-4863).

DATE OF ISSUE August 15, 2009			KENTUCKY
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols	G. Kelly Nuckols		- A . V. 10
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TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	

	Jackson Purchase Energy Corp.FOREntire Territory Served	
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RULES AND REGULATIONS		

### (1) SCOPE

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

## (2) REVISIONS

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

## (3) SUPERSEDE PREVIOUS RULES AND REGULATIONS

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

## (4) SERVICE AREA

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

## (5) AVAILABILITY

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

DATE OF ISSUE August 15, 200	a		And a second
DATE OF 1550EAUgust 15, 200	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 200			JE:FF R. DEROUEN
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TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/201:1 PURSUANT TO 807 KATE 3:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

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 118

 CANCELLING P.S.C. KY NO.
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 \_\_\_\_\_\_SHEET NO.
 118

# **RULES AND REGULATIONS**

## (6) AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

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

## (7) APPLICATION FOR ELECTRIC SERVICE

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

#### (8) MEMBERSHIP

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

#### (9) CONTINUITY OF SERVICE

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	6/1/201.1 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 20	08

	Jackson Purchase Energy Corp.FOREntire Territory ServedCommunity, Town or City	
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RULES AND REGULATIONS		

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

### (10) EASEMENTS

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

## (11) RIGHT OF ACCESS

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

# (12) NO PREJUDICE OF RIGHTS

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

DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011
IN CASE NO. 2007-00116 DATED June 17, 200	8



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# **RULES AND REGULATIONS**

### (13) NON-STANDARD SERVICE

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

# (14) BILLING

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

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

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

DATE OF ISSUE	August 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	Month / Date / Year G. Kelly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMM	IISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116 DATED June	17, 2008

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# **RULES AND REGULATIONS**

### (15) DEPOSITS

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

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

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

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY/s/_G. Kelly Nuckols	TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	614/12014
IN CASE NO. 2007-00116 DATED June 17, 200	8



# **RULES AND REGULATIONS**

#### (16) LEVELIZED BILLING

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

Average Monthly kWh Usage =	Current month's kWh usage + Previous 11 months' kWh usage 12
Average Monthly kWh Charge =	Average Monthly kWh Usage X Current Rate
1/12 Previous kWh Charge Balance =	Previous kWh charge balance 12

Current Levelized Amount (round to nearest dollar) = Average Monthly kWh Charge +/- 1/12 Previous kWh Charge Balance + Any Additional Fees Due

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

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

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

DATE OF ISSUE	August 15, 2009			KENTUCKY
		Month / Date / Yea	r Ĺ	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Marsh (Data / Va		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols	Month / Date / Ye	ar	TARIFF BRANCH
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TTTLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE P	UBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116	DATED	June 17, 2008	3

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

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

### (17) PARTIAL PAYMENT PLAN

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

## (18) LOCATION OF METERS

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

# (19) METER TESTS

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

DATE OF ISSUE August 15,	2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2	2008 Month / Date / Year	JE:FF R. DEROUEN
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BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSIO	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 20	8

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

#### (20) SERVICES PERFORMED FOR MEMBERS

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

#### (21) RESALE OF POWER BY MEMBERS

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

# (22) NOTICE OF TROUBLE

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

#### (23) POINT OF DELIVERY

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

DATE OF ISSUE Au	igust 15, 2009		- KENTUCKY
	Month / Date / Yea	ar	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		- JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-	00116 DATED	June 17, 2008	

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

#### (24) FAILURE OF METER TO REGISTER

In the event a Member's meter should fail to register, the Member shall be billed from the date of such failure at the average consumption of the Member, based on the twelve (12) months period immediately preceding the failure and other information as deemed appropriate.

### (25) MEMBER'S WIRING AND INSTALLATION

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

DATE OF ISSUE August 15, 2009	- KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	· · · · · · · · · · · · · · · · · · ·



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 7 SHEET NO. 126 CANCELLING P.S.C. KY NO. 6 SHEET NO. 126

# **RULES AND REGULATIONS**

#### (26)FRANCHISE FEE

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

#### INSPECTIONS (27)

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

#### (28) PROTECTION OF JPEC EQUIPMENT

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

#### **RELOCATION OF LINES** (29)

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

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

DATE OF ISSUE August 15, 2009			- KENTUCKY
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DATE EFFECTIVE June 25, 2008			
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IN CASE NO. 2007-00116	DATED	June 17, 2008	





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 SHEET NO.
 127

# **RULES AND REGULATIONS**

## (30) VOLTAGE FLUCTUATIONS CAUSED BY THE MEMBER

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

## (31) REFUSAL OR TERMINATION OF SERVICE

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

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

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G	. Kelly Nuckols	
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TITLE President	& CEO	EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED June 17, 2008	

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D.	<i>For outstanding indebtedness.</i> Except as provi to furnish new service to any Member who is tariffed charges until that Member has paid his	s indebted to J	PEC for service	
<b>E.</b>	<i>For noncompliance with state, local or other</i> Member if the Member does not comply with s regulations applying to such service. JPEC may after ten (10) days written notice is provider governmental official.	<i>codes.</i> JPEC ma state, municipal, terminate serv	y refuse or ter local or other ice pursuant to	codes and rules and 807 KAR 5:006 only
F.	<i>For nonpayment of bills.</i> JPEC may terminate charges incurred for JPEC service at that point service to any Member for nonpayment of bill or otherwise delivered an advance termination 807 KAR 5:006.	nt of delivery; for any tariffed	however, JPEC charge withou	shall not terminate t first having mailed
	1. Termination notice requirements for el the Member ten (10) day written notic shall service be terminated before twe	ce of intent to	terminate. Unde	er no circumstances

shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill unless, prior to discontinuance, a residential Member presents to JPEC a written certificate, signed by a physician, registered nurse, public health officer or other qualified medical provider, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effective not less than thirty (30) days from the date JPEC notifies the Member, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance. The termination notice to residential Members shall include written notification to the Member of the existence of local, state and federal programs providing for payment of JPEC bill under certain conditions, and the address and telephone number of the Department for Community Based Services of the Kentucky Cabinet for Health and Family Services, and/or successors or designees to contact for possible assistance.

2. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular Member or Members are otherwise dictated by the terms of a special agreement or contract between JPEC and the Member which has been approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

DATE OF ISSUE August 15, 2009	KENTUOIOK
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	

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

# (32) TEMPORARY SERVICE

A Member requesting temporary service may be required to pay all cost of constructing, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, carnivals, fairs, camp meetings, etc., will be provided to Members making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit (amount to be determined by JPEC), for estimated consumption. Upon termination of temporary service, the payment made on estimated consumption will be adjusted to actual consumption and either a refund or additional billing will be issued to such temporary Member.

DATE OF ISSUE	August 15, 2009			- KENTUCKY
	·	Month / Date / Yea	r.	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
		Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH	
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BY AUTHORITY OF	ORDER OF THE P	UBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
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Α. This rule shall apply to services where the amount of consumption and/or the permanency of service cannot be reasonably assured as determined by JPEC.

- B. All wiring shall be in accordance with JPEC's Rules and Regulations and the most recent edition of NFPA 70, National Electrical Code.
- C. A contribution-in-aid of construction shall be required from the Applicant/Member for all facilities installed to provide service under this section. Aid of construction payment shall be estimated and received by JPEC before construction is begun. When construction is completed, the Member shall be billed for the actual cost of construction and credit for advance payment shall be given.
- D. The Member requesting service may clear right-of-way, to JPEC specifications, inspection(s) and approval, for initial installation in order to reduce cost.

#### (34)DISTRIBUTION LINE EXTENSIONS

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

DATE OF ISSUE	August 15, 2009 Month / Date / Yea	ar PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Ye	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols		TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 200	07-00116 DATED	June 17, 2008



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RULE	ES AND REGULATIONS

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

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

Each year for a period of ten (10) years, which for purpose of this rule shall be the refund period, JPEC shall refund to the Member or Members who paid for the excess footage the cost of one thousand (1,000) feet of the extension in place for each additional Member connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid JPEC. No refund shall be made after the refund period ends. For additional Members connected to an extension or lateral from the distribution line, JPEC shall refund to any Member who paid for excessive footage the cost of one thousand (1,000) feet of line less the length of the lateral or extension. No refund shall be made to any Member who did not make the advance originally.

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

# (35) DISTRIBUTION LINE EXTENSION TO MOBILE HOMES

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

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

DATE OF ISSUE August 15, 2009	KENTHORY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	ON 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
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RULE	S AND REGULATIONS

Board of Directors and the Rules and Regulations as adopted and approved by JPEC's Board of Directors and the Kentucky-Public Service Commission.

B. A perpetual lease fee will be charged for extending service to an individual mobile home when JPEC provides and installs the service termination pole (meter pole). This perpetual lease fee shall be as stipulated within JPEC's Non-Recurring Tariff as approved by JPEC's board of directors and the Kentucky Public Service Commission. This perpetual lease fee is in addition to the advance for construction fees listed below and shall be payable prior to connection of service. The meter pole thus furnished shall remain the property of JPEC. JPEC shall provide and install all meter poles. JPEC shall be responsible for all maintenance associated with meter poles or JPEC provided hardware attached to meter poles. JPEC shall not be responsible for any maintenance associated with Member's service equipment attached to JPEC's meter pole. Upon termination of service, lease shall terminate or transfer to new Member.

C. All extensions of up to three hundred (300) feet from the nearest distribution facility shall be made without charge.

D. For extensions greater than three hundred (300) feet and less than one thousand (1,000) feet from the nearest distribution facility, JPEC may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond three hundred (300) feet.

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

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

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

E. For extensions beyond one thousand (1,000) feet from the nearest distribution facility, JPEC may charge, in addition to the charges and refunds listed in Item 35, Section D above, an advance equal to the reasonable costs incurred by it for that portion of the service. Beyond one thousand (1,000) feet the extension shall conform to Item (34), Section B, above and shall conform to 807 KAR 5:041 Section 11.

F. The Member requesting service may clear right-of-way for initial installation, to JPEC specifications, inspections and approval, in order to reduce cost.

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DATE EFFECTIVE September 17, 2010 Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE COMMISSI	ION 6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
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- G. All mobile homes not on a foundation and/or not connected to sanitary sewer, septic system or disposal field shall be considered in a readily removable condition and will be considered as a temporary service.
- H. Mobile homes which are located in an established Mobile Home park or placed on a permanent foundation, with the transport equipment removed (axel(s) and tongue), and connected to a sanitary sewer system, septic tank or disposal field as required by the Commonwealth of Kentucky, shall be considered as a permanent home.

#### (36) EXTENSION OF UNDERGROUND SERVICE AND PRIMARY

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

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

DATE OF ISSUE	August 15, 2009			- KENTUCKY
	Month	n / Date / Yea	r 📃	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN	
Month / Date / Year		ar	EXECUTIVE DIRECTOR	
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BY AUTHORITY OF	ORDER OF THE PUBLI	C SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116	DATED	June 17, 2008	

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	2.	Long radius elbows or bends shall single run of conduit shall be limit bends.			
	3.	JPEC furnished equipment, such as	vaults or pull boxes.		
	4.	Pull string of sufficient strength to a			pulling rope.
	5.	JPEC will provide the riser and an installed to meet all applicable of reserves the right to inspect any co of trench(es) by Applicant/Member	odes and regulation nduit system during . JPEC shall not acco	is and JPEC installation an ept an Applica	specifications. Id prior to back Int/Member ins
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ISSUED BY/s/ G. Kelly Nuckols		
G	Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PL	JBLIC SERVICE COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

IN CASE NO. 2007-00116 DATED

DATED June 17, 2008

	Jackson Purchase Energy Corp. FOR Entire Territory Served
July 1	Community, Town or City
P	P.S.C. KY NO. 7
	SHEET NO35
Your Tauchation: Energy' Derner The paper of barrant connections	CANCELLING P.S.C. KY NO. 6
	SHEET NO
RUL	ES AND REGULATIONS
	II be borne by the Member as a non-refundable contribution-in-

- Member of the expected cost. The cost shall include:
- 1. Labor, materials and applicable overhead for the new underground installation.
- 2. Labor and applicable overhead for the removal of the existing overhead facilities.
- 3. Less the value of any reusable materials removed.

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

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

## (37) CONNECTION OR RECONNECTION OF SERVICE

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

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

#### (38) RETURNED CHECKS

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

DATE OF ISSUE August	15, 2009	KENTTHOKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 2	25, 2008	
ISSUED BY /s/ G. Kelly N	Month / Date / Year	TARIFF BRANCH
<u></u>	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER	OF THE PUBLIC SERVICE COMMISS	SION 6/1/2011 PURSUANT TO 807 KAR 5 2011 SECTION 9 (1)
IN CASE NO. 2007-0011	5 DATED June 17,	2008



# **RULES AND REGULATIONS**

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

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

## (39) MONITORING OF MEMBER USAGE

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

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

DATE OF ISSUE August 15, 2009			- KENTUCKY
	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Ye		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Monary Date / Te		TARIFF BRANCH
	G. Kelly Nuckols		Brent Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 7

 SHEET NO.
 137

 CANCELLING P.S.C. KY NO.
 6

 SHEET NO.
 137

## **RULES AND REGULATIONS**

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

# (40) JOINT USE AND ATTACHMENTS

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

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

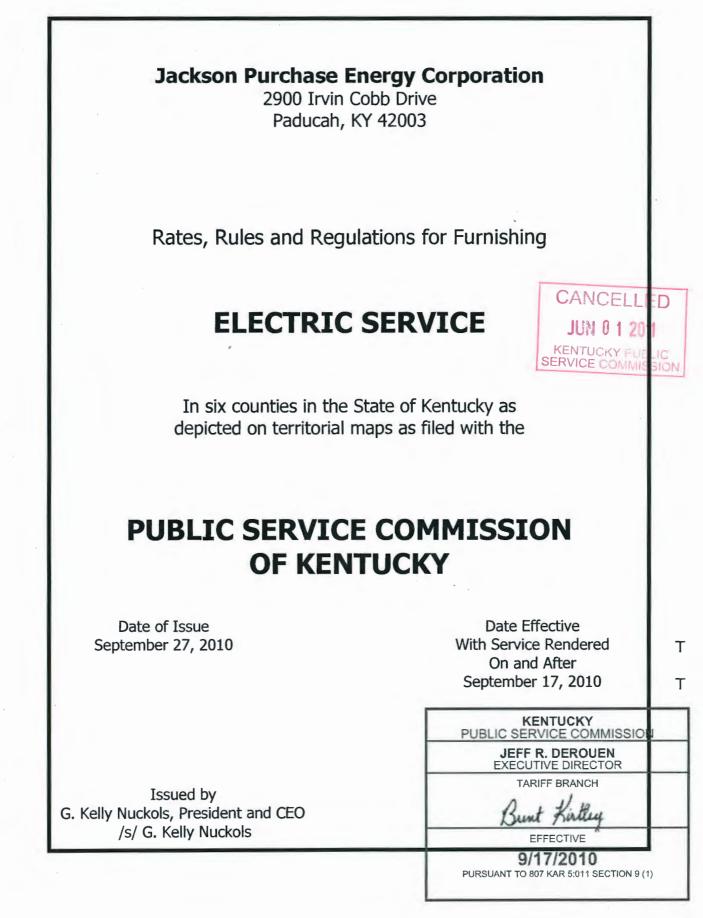
# (41) COMPLAINTS

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

DATE OF ISSUE	August 15, 2009			
	Month / I	Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
	Month /	Date / Yea	ar 📃 📃	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols			TARIFF BRANCH
	G. Kelly No	uckols		Brent Kirtley
TITLE President	& CEO			_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC	SERVICE	COMMISSION	6/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 I	DATED	June 17, 2008	



P.S.C. No. 6 Canceling P.S.C. No. 5





SCHEDULE OF RATES

FOR \_\_\_\_\_\_\_ Jackson Purchase Energy Corp. FOR \_\_\_\_\_\_\_ Entire Territory Served Community, Town or City P.S.C. KY NO. 6

CANCELLING P.S.C. KY NO. 5

\_\_\_\_ SHEET NO. \_1\_\_\_\_

RULES AND REGULATIONS

**GENERAL INDEX** 

Section 1 – Schedule of Rates	Page Number	Effective Date	
R – Residential	4	June 25, 2008	
C-1 – Small Commercial Single Phase	7	June 25, 2008	
C-3 – Small Commercial Three Phase	9	July 17, 2009	
OL – Outdoor Lighting	11	September 17, 2010	Т
D – Commercial and Industrial Demand Less Than 3,000 kW	14	September 17, 2010	Т
I-E – Large Commercial and Industrial – Existing	18	June 25, 2008	
L – Large Commercial and Industrial 3,000-5,000 kW	22	June 25, 2008	
L-E – Large Industrial Member Expansion	26	June 25, 2008	
Non-Recurring Fees	27	September 17, 2010	Т
NM – Net Metering	28	June 25, 2008	
SPC-A – Small Power Production or Cogeneration Less Than 100 kW	56	June 25, 2008	
SPC-B – Small Power Production or Cogeneration Greater Than 100 kW	57	June 25, 2008	
CTAT – Cable Television Attachment Tariff	74	June 25, 2008	
BRTC – Ballard Rural Telephone Cooperative Corporation, Inc. Tariff	83	June 25, 2008	
Section 2 – Power Curtailment	Page Number	Effective Date	
Power Curtailment Procedure	91	June 25, 2008	
Section 3 – Adjustment and Riders	Page Number	Effective Date	
Franchise Fee	95	June 25, 2008	
School Tax	96	June 25, 2008	
FAC – Fuel Adjustment Clause	98	July 17, 2009	
ES – Environmental Surcharge	100	July 17, 2009	
USAC – Unwind Surcredit Adjustment Clause	102	July 17, 2009	
RA – Rebate Adjustment	104	July 17, 2009	
MRSM – Member Rate Stability Mechanism	106	July 17, 2009	
RER – Rural Economic Reserve	108	July 17, 2009	
G-1 – Renewable Resource Energy Service	110	July 17, 2009	

DATE OF ISSUE September 27, 2010	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	3/11/2010
IN CASE NO. 2009-00451 DATED September 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



20

SCHEDULE OF RATES

FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City		
P.S.C. KY NO.	6	
	SHEET NO.	2
CANCELLING P	.S.C. KY NO.	5
	SHEET NO.	2

GENERAL INDEX
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# RULES AND REGULATIONS

Section 4 – Rules and Regulations	Page Number	<b>Effective Date</b>
Members Bill of Rights	115	June 25, 2008
Scope	117	June 25, 2008
Revisions	117	June 25, 2008
Supersede Previous Rules and Regulations	117	June 25, 2008
Service Area	117	June 25, 2008
Availability	117	June 25, 2008
Availability of Service to Delinquent Member	118	June 25, 2008
Application for Electric Service	118	June 25, 2008
Membership	118	June 25, 2008
Continuity of Service	118	June 25, 2008
Easements	119	June 25, 2008
Right of Access	119	June 25, 2008
No Prejudice of Rights	119	June 25, 2008
Non-Standard Service	120	June 25, 2008
Billing	120	June 25, 2008
Deposits	121	June 25, 2008
Levelized Billing	122	June 25, 2008
Partial Payment Plan	123	June 25, 2008
Location of Meters	123	June 25, 2008
Meter Tests	123	June 25, 2008
Services Performed for Members	124	June 25, 2008
Resale of Power by Members	124	June 25, 2008
Notice of Trouble	124	June 25, 2008
Point of Delivery	124	June 25, 2008
Failure of Meter to Register	125	June 25, 2008
Member's Wiring and Installation	125	June 25, 2008
Franchise Fee	126	June 25, 2008
Inspections	126	June 25, 2008
Protection of JPEC Equipment	126	June 25, 2008

DATE OF ISSUE APRIL 15, 2010	
Month / Date / Year DATE EFFECTIVE May 15, 2010	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE May 15, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckois	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 5/11/5/2010
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6
CL A	SHEET NO3
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	SHEET NO. 3
	GENERAL INDEX
SCHEDULE OF RATES	RULES AND REGULATION

Section 4 – Rules and Regulations continued	Page Number	<b>Effective Date</b>	
Relocation of Lines	126	June 25, 2008	
Voltage Fluctuations Caused by the Member	127	June 25, 2008	
Refusal or Termination of Service	127	June 25, 2008	
Temporary Service	129	June 25, 2008	
New Service to Barns, Camps, Pumps and Miscellaneous	130	June 25, 2008	
Distribution Line Extensions	130	June 25, 2008	
Distribution Line Extensions to Mobile Homes	131	September 17, 2010	Т
Extension of Underground Service and Primary	133	June 25, 2008	
Connection or Reconnection of Service	135	June 25, 2008	
Returned Checks	135	June 25, 2008	
Monitoring of Member Usage	136	June 25, 2008	
Joint Use and Attachments	137	June 25, 2008	
Complaints	137	June 25, 2008	

DATE OF ISSUE September 27, 2010	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	EFFECTIVE N 9/17/2010
IN CASE NO. 2009-00451 DATED September 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

J.P.	Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>6</u>
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	SHEET NO4
F	RATES AND CHARGES
SCH	IEDULE R – RESIDENTIAL

#### Applicability

Entire service territory.

#### **Availability of Service**

Available to all residential Members for use in the home and on the farm. Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances and other domestic purposes.

Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, JPEC may require as a condition precedent to the application of the residential rate that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Member, at the Member's option in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to a Member at an appropriate non-residential rate.

If a separate meter is used to measure the consumption to remotely located buildings, such as garages, barns, pump houses, grain bins or other outbuildings, or facilities, such as electric fences, it will be considered a separate service and be billed as a separate service at the applicable non-residential rate.

# **Type of Service**

Single phase, 60 cycle at available secondary service voltages.

## **Rates**

Facilities Charge:	Per month		\$9.00
All Energy:	Per kWh per month	`	\$0.06211

DATE OF ISSUE	July 2, 2008		Г	VENTUORY
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DATE EFFECTIVE	June 25, 2008	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
	G.	Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 20	07-00116	DATED	June 17, 2008	

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
P-	P.S.C. KY NO6
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	SHEET NO5
R	ATES AND CHARGES
SCHE	EDULE R – RESIDENTIAL

# **Delivery Point**

The delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. Normally, JPEC will furnish a meter base to the Member which shall be installed by the Member in the Member's service entrance facilities. All wiring and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Condition of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater and for smaller motors when specified by JPEC because of power line characteristics.

#### Payment Terms

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

#### Adjustment Clauses

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	96
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104

DATE OF ISSUE October 8, 2009		
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12, 2008	

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 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 6

 SHEET NO.
 6

 CANCELLING P.S.C. KY NO.
 5

 SHEET NO.
 6

RATES A	AND CHARGES
SCHEDULE	R – RESIDENTIAL
Member Rate Stability Mechanism (MRSM)	Sheet 106

Rural Economic Reserve (RER)

Sheet 106 Sheet 108

DATE OF ISSUE October 8, 2009		
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
(	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010 [	DATED December 12, 2008	

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#### RATES AND CHARGES SCHEDULE C-1 – SMALL COMMERCIAL SINGLE PHASE

# Applicability

Entire service territory.

# **Availability of Service**

To general lighting and small power commercial loads served at single phase available voltage levels.

Service under this schedule will be limited to maximum loads not exceeding 25 kW. Service to existing Members with a maximum load exceeding 25 kW is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. New Members, upon demonstrating an average demand of 25 kW or greater, will be served under the appropriate rate schedule, other than this schedule.

# **Type of Service**

Single phase, 60 cycle at available voltages.

Rates

Facilities Charge:	Per month	\$10.00
All Energy:	Per kWh per month	\$0.06312

#### **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

DATE OF ISSUE	August 15, 2009		
	Month / Date / Yea	ar	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN
	Month / Date / Ye	ear	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G	. Kelly Nuckols		
	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	07-00116 DATED	June 17, 2008	

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 8 CANCELLING P.S.C. KY NO. 5 SHEET NO. 8

# RATES AND CHARGES

#### SCHEDULE C-1 - SMALL COMMERCIAL SINGLE PHASE

# **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	96
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106
Rural Economic Reserve (RER)	Sheet	108



#### Terms and Conditions

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

# **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE October 8, 2009		
DATE OF 1350E	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 9

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CANCELLING P.S.C. KY NO. 5

SHEET NO. 9

# RATES AND CHARGES

### SCHEDULE C-3 - SMALL COMMERCIAL THREE PHASE

# Applicability

Entire service territory.

# **Availability of Service**

To general lighting and small power commercial loads served at three phase available voltage levels and not exceeding 25 kW.

# **Type of Service**

Three phase, 60 cycle at available voltages.

#### Rates

Facilities Charge: All Energy: Per month Per kWh per month \$18.00 \$0.05939

# **Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

# **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	96
Fuel Adjustment Clause (FAC)	Sheet	98

DATE OF ISSUE August 15, 2009		KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 7/17/2009 PURSUANT TO 807 KAR 5:011 SECT		7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12,2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 10

CANCELLING P.S.C. KY NO. 5

SHEET NO. 10

RA	TES AND CHARGES	
SCHEDULE C-3 -	SMALL COMMERCIAL THREE PHASE	
Environmental Surcharge (ES)	Sheet 100	

102

Environmental Surcharge (ES) Sheet Unwind Surcredit Adjustment Clause (USAC) Sheet Rebate Adjustment (RA) Sheet 104 Member Rate Stability Mechanism (MRSM) Sheet 106 Rural Economic Reserve (RER) Sheet 108

#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

# **Delivery Point**

The point of delivery of electric energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. Normally, JPEC shall furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities.

#### **Primary Service**

If service is furnished at JPEC's primary voltage, a primary discount shall not be applicable in order to offset JPEC's additional equipment costs of the primary metering installation. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE October	8, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 1	7, 2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly M	luckols	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER	OF THE PUBLIC SERVICE CO	DMMISSION 7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-0001	DATED December	er 12,2008



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FOR	Jackson Purchase Energy Corp. Entire Territory Served		
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P.S.C.	KY NO.	6	
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		SHEET NO.	11
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#### RATES AND CHARGES SCHEDULE OL – OUTDOOR LIGHTING

#### Applicability

Applicable to any class Member.

#### **Type of Service**

JPEC will install and maintain automatic lighting fixtures and lamps for high pressure sodium (HPS) or metal halide (Metal) lamps controlled by a photo cell. Existing mercury vapor (MV) lamps will be maintained for existing Members as long as ballasts and bulbs are available but will not be offered for new applications. MV lights will be converted to equivalent high pressure sodium or metal halide lights at the applicable rates if a mercury vapor T light is not repairable.

#### **Rate Per Month**

		Standard		Rate
	Lamp	Fixture	Monthly	per
Watts	Туре	Lumens	kWh	Unit
175	MV	7,000	70	\$ 7.51
400	MV	20,000	145	11.22
100	HPS	8,000	40	7.51
250	HPS	23,000	95	10.00
250	HPS - Flood	23,000	95	10.56
175	Metal	14,000	72	12.67
150	Metal	13,000	63	12.34
400	Metal	34,000	163	17.82
1,000	Metal - Flood	110,000	367	25.04

# **Terms of Payment**

The above terms are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply.

DATE OF ISSUE September 27, 20	10	- KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2	2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
G	6. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE P	UBLIC SERVICE COMMISSION	9/17/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2009-00451	DATED September 17, 2010	

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	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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	SHEET NO. 12
R	ATES AND CHARGES
SCHEDU	E OL – OUTDOOR LIGHTING

Upon initial request for lighting, Member shall agree to a minimum service period of two (2) years. If Member disconnects the lighting service before the end of the two year period any remaining balance will be billed to the Member. This term shall apply to a new lighting installation or when an on-site trip is required to energize a previously existing light.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

JPEC will furnish and install one complete lighting unit consisting of the light fixture, arm, ballast, photo cell and lamp. Service may be installed on any existing facility owned by JPEC, other than a meter pole, or on a new Т lighting pole provided by JPEC, such that only one (1) pole per account and/or property location shall be used Т exclusively for outdoor lighting purposes. Such an exclusive lighting pole provided by JPEC shall be within one Т hundred fifty (150) feet of existing JPEC facilities. In the event that facilities other than the preceding items (i.e., Т added cost ornamental lighting and/or poles and/or additional poles) are required, the member shall pay a non-Т refundable contribution-in-aid of construction equal to the total additional cost incurred by JPEC for the additional facilities. Such cost shall include all added material, labor and applicable overhead costs. The contribution-in-aid of construction shall be deposited by the Member or Members based on the estimated cost of the additional facilities. When construction is completed, the Member or Members shall be billed for the actual cost of Т construction, and credit for advance payment shall be given.

All material provided by JPEC shall remain the property of JPEC.

Illumination shall be furnished from dusk until dawn using JPEC's best efforts. Outages or malfunctions of the light should be reported as promptly as possible by the Member.

Maintenance to JPEC facilities (including lamp, ballast, standard globe, standard shade and photo cell T replacements, and/or pole) will be performed by JPEC without cost during normal work hours. The Member or T Members are responsible for painting of any ornamental fixtures or will reimburse JPEC for any painting T requested by the Member or Members. JPEC may require pre-payment before painting is performed.

DATE OF ISSUE September 27, 2010		- KENTUCKY
Mont	th / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010	0 nth / Date / Year	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols		TARIFF BRANCH
G. Kel	lly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBL	IC SERVICE COMMISSION	9/17/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2009-00451 DAT	ED September 17, 2010	



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	SHEET NO
	ATES AND CHARGES
SCHEDUL	E OL – OUTDOOR LIGHTING

Any damage to the lamps, luminaries and other equipment resulting from actions other than those performed by JPEC personnel may be charged to the Member or Members at cost, on a separate invoice, if not reimbursed to T JPEC by a third party.

JPEC will not mount light fixtures on a meter pole.

### **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	96
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106
Rural Economic Reserve (RER)	Sheet	108

DATE OF ISSUE	eptember 27, 2010	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	September 17, 2010	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	TARIFF BRANCH
ISSUED BY/S/_ G. Kelly Nuckols G. Kelly Nuckols		D I V.W.
		Bunt Kirtley
TITLE President &	CEO	EFFECTIVE
BY AUTHORITY OF C	ORDER OF THE PUBLIC SERVICE COMMISSION	9/17/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2009	-00451 DATED September 17, 201	þ

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CANCELLING P	.S.C. KY NO.	5	
	SHEET NO.		

# **RATES AND CHARGES**

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

## Applicability

Entire service territory.

# **Availability of Service**

To commercial and industrial Members with maximum single or three phase load greater than 25 kW and less than 3,000 kW.

Members, upon demonstrating a billed demand of 3,000 kW or greater in two (2) months of any consecutive thirteen (13) month period, will be served under the appropriate (excluding this) rate schedule and shall remain on that schedule for a minimum of twelve (12) consecutive months. For the first billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the existing rate. For the second billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the appropriate (excluding this) rate schedule.

# Type of Service

Single phase or three phase, 60 cycle at available voltages.

**Rates** 

Facilities Charge:	Per month	\$35.00
Demand Charge:	Per kW per month	\$6.50
Energy:		
First	200 kWh per kW per month	\$0.03422 per kWh per month
Next	200 kWh per kW per month	\$0.02692 per kWh per month
Next	200 kWh per kW per month	\$0.02321 per kWh per month
Over	600 kWh per kW per month	\$0.01961 per kWh per month

DATE OF ISSUE August 15, 2009		<b>Г</b>	- KENTLICKY
	Month / Date / Yea	r L	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Ye	ar 🚽	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols			
	G. Kelly Nuckols		Brent Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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	SHEET NO5
RATE	S AND CHARGES
SCHEDULE D – COMMERCIAL AN	D INDUSTRIAL DEMAND LESS THAN 3,000 kW

The monthly billing shall be the sum of the Facilities Charge, Demand Charge, Energy Charge, any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand shall be the maximum integrated thirty (30) minute demand of the Member at the Member's delivery point as indicated or recorded by a demand meter. Member shall maintain a power factor at the delivery point as nearly practical to unity (100%). Power factor during normal operation may range from unity to ninety percent (90%). If Member's power factor is less than ninety percent (90%) at time of maximum load, JPEC reserves the right to adjust the maximum monthly metered demand for billing purposes in accordance with the following formula:

Monthly Billing Demand (kW) = <u>Maximum Actual Measured Demand (kW) X 90%</u> Power Factor (%)

### **Monthly Demand Charge**

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The monthly demand charge under this schedule shall be determined from the greater of (1), (2), (3) or (4), T except as noted below:

- 1. The maximum kW demand registered in the current billing period applied to current demand charge.
- 2. The maximum power factor adjusted demand registered in the current billing period applied to current demand charge.
- 3. The capacity charge based on the applicable installed transformer capacity in accordance with the following formula:

Capacity Charge = Installed Transformer Capacity (kW) X \$1.00 per kW

 Twenty percent (20%) of the agreement or contract capacity, based on the expected or requested T maximum kW demand upon the system, applied to current demand charge.

DATE OF ISSUE September 27,	2010	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 12	7, 2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	Ę	EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	9/17/2010 PURSUANT 1'O 807 KAR 5:U11 SECTION 9 (1)
IN CASE NO. 2009-00451	DATED September 17, 2010	······································

	Jackson Purchase Energy Corp.           FOR         Entire Territory Served           Community, Town or City
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	SHEET NO6
R	ATES AND CHARGES
SCHEDULE D – COMMERCIAL	AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

For Members who receive service at primary voltage (7,200 volts or greater), 3. above shall not be applicable and Т the factor in 4. above shall be ten percent (10%).

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#### **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics. All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

#### **Delivery Point**

The point of delivery of electric power and energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. JPEC may furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities. The Member's conductors may be terminated by JPEC at a location as determined by JPEC.

# **Primary Service**

A two and one-half percent (2 1/2%) primary discount will be applied to rates in the bill, including minimum charge, of any primary delivery Member who has a demand of 100 kW or more during the billing period. For those Members with demand less than 100 kW, two and one-half percent (2 1/2%) primary discount shall not be applicable in order to offset the additional equipment costs of the primary metering installation. Primary service under this rate schedule is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. Primary metering installations shall be evaluated on an individual basis.

#### Adjustment Clauses

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

DATE OF ISSUE September 27, 20	010	- KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17,	2010 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		9/17/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2009-00451	DATED September 17, 2010	



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>6</u> \_\_\_\_\_\_SHEET NO. \_17

CANCELLING P.S.C. KY NO. 5

SHEET NO. 17

# RATES AND CHARGES

SCHEDULE D - COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 KW

Franchise Fee Rider Sheet 95 School Tax Sheet 96 Fuel Adjustment Clause (FAC) Sheet 98 Environmental Surcharge (ES) Sheet 100 Unwind Surcredit Adjustment Clause (USAC) Sheet 102 Rebate Adjustment (RA) Sheet 104 Member Rate Stability Mechanism (MRSM) Sheet 106 Rural Economic Reserve (RER) Sheet 108

# **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE October 8, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE October 10, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols G. Kelly Nuckols	D L V.H.
TITLE President & CEO	Bunt Kirtley EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE CO	MMISSION 10/10/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010 DATED December	r 12, 200ā



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 6

 SHEET NO.

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 CANCELLING P.S.C. KY NO.

SHEET NO. 18

# RATES AND CHARGES

SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

### Applicability

Entire service territory.

#### Availability of Service

To existing Members as of the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members with maximum load greater than 3,000 kW and less than 10,000 kW contracting for service under terms and conditions set forth in the Large Industrial Customer Tariff of Big Rivers Electric Corporation.

The Member will continue to be billed under this rate schedule until such time as the billed demand for the Member is less than 3,000 kW for twelve (12) consecutive months.

Service under this schedule will be limited to maximum loads not exceeding 10,000 kW. Members with new or increased load requirements that exceed 10,000 kW will have a rate developed as part of their agreement or contract based upon their electrical characteristics.

### **Type of Service**

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ISSUE	August 15, 2009		INTER TRACK
	Month / Date / Year		- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Yea	r	
ISSUED BY /s/ G.	Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President 8	k CEO		_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116 DATED	June 17, 2008	

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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RATE	S AND CHARGES
SCHEDULE I-E - LARGE COM	IMERCIAL AND INDUSTRIAL - EXISTING

1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.

- 2. Member's service characteristics shall meet the qualifications for service specified in the Big Rivers Large Industrial Customer Tariff.
- 3. It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

# **Monthly Charges**

Service Charge:	Per month	\$300.00
Demand Charge:	First 3,000 kW of billing demand per month	\$34,500.00
	All additional kW per kW per month	\$11.50
All Energy:	Per kWh per month	\$0.01735

# **Minimum Monthly Charge**

The minimum monthly charges under this rate shall be the sum of the monthly Service Charge (\$300.00) and \$34,500.00 where 3,000 kVA or less of transformer capacity is required. For Members requiring more than 3,000 kVA of transformer capacity, the minimum monthly charge shall be increased by \$1.00 for each kVA or fraction thereof required above 3,000 kVA. Where it is necessary to extend or reinforce facilities in excess of standard service facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities of one and one-half percent (1 1/2%) per month of the total cost of the excess facilities as a facilities charge for which no power and energy would be delivered. Any applicable Adjustment Clause, and applicable taxes shall be in addition to the charges above.

# **Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end

DATE OF ISSUE	August 15, 2009		KENTHOKY
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DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Ye	ar 🛁 🛁	
ISSUED BY /s/ G.	Kelly Nuckols	in all in	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President 8	& CEO		_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116 DATED	June 17, 2008	

	Jackson Purchase Energy Corp. FOREntire Territory Served
	Community, Town or City
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	SHEET NO20
R	ATES AND CHARGES

SCHEDULE I-E - LARGE COMMERCIAL AND INDUSTRIAL - EXISTING

of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =

Maximum Actual Measured Demand (kW) X 90% Power Factor (%)

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# **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC will provide investment in facilities up to \$11.00 per kW times the estimated or known average twelve (12) month billing demand. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment in excess of the base amount.

# **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	3

	Jackson Purchase Energy Corp.FOREntire Territory ServedCommunity, Town or City
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R	ATES AND CHARGES
SCHEDULE I-E LARGE	COMMERCIAL AND INDUSTRIAL - EXISTING

# **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet	95
School Tax	Sheet	96
Fuel Adjustment Clause (FAC)	Sheet	98
Environmental Surcharge (ES)	Sheet	100
Unwind Surcredit Adjustment Clause (USAC)	Sheet	102
Rebate Adjustment (RA)	Sheet	104
Member Rate Stability Mechanism (MRSM)	Sheet	106

# **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE August 15, 200	9	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Tea	TARIFF BRANCH
	G. Keliy Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSIO	7:1:7/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12, 2008	· · · · · · · · · · · · · · · · · · ·



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
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 SHEET NO.
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 CANCELLING P.S.C. KY NO.
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 SHEET NO.
 22

# **RATES AND CHARGES**

SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### Applicability

Entire service territory.

#### **Availability of Service**

To new Members or Members changing rate class after the effective date of this rate schedule, June 25, 2008. Service under this schedule shall be for Members demonstrating a maximum load of at least 3,000 kW and less than 5,000 kW.

The Member will execute a service agreement or contract with JPEC as approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

Service under this schedule will be limited to maximum loads not exceeding 5,000 kW. Members with new load requirements that exceed 5,000 kW or existing Members with increased load requirements that exceed 5,000 kW above the historical load level will have a rate developed as referenced in Schedule L-E.

#### Type of Service

Three phase, 60 cycle served at primary or transmission voltage.

#### **Conditions of Service**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

It is the responsibility of the Member to keep JPEC fully informed of any change or expected change in operations which will affect the Member's qualification to be served on this rate.

Service hereunder shall be subject to the following conditions:

DATE OF ICOUF	1 1 1 5 2000		
DATE OF ISSUE	August 15, 2009 Month / Date /	Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date	/ Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERV	ICE COMMISSIO	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATE	D June 17, 200	8



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\_\_\_\_\_\_ SHEET NO. 23

CANCELLING P.S.C. KY NO. 5

SHEET NO. 23

# RATES AND CHARGES

SCHEDULE L - LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

- 1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

#### **Monthly Charges**

Service Charge:	Per month	\$300.00
Demand Charge:	Per kW per month	\$11.30
All Energy:	Per kWh per month	\$0.01735

The monthly billing shall be the sum of the Service Charge, Demand Charge, Energy Charge, Facilities Charge (if any), any applicable Adjustment Clause, and applicable taxes.

#### **Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member's maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

Monthly Billing Demand (kW) =

Maximum Actual Measured Demand (kW) X 90% Power Factor (%)

DATE OF ISSUE Aug	just 15, 2009	KENTUCKY
	Month / Date / Year	
DATE EFFECTIVE	une 25, 2008 Month / Date / Yea	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Ke	lly Nuckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & C	EU	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		COMMISSION 6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-0	0116 DATED	June 17, 2008



	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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R	ATES AND CHARGES
SCHEDULE L – LARGE CO	OMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

#### **Delivery Point**

Unless otherwise specified in the service agreement, the delivery point shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and installed by the Member. All wiring, pole lines, and other equipment (except metering equipment) located on the load side of the delivery point shall be owned and maintained by the Member.

#### **Facilities Charge**

JPEC may provide facilities to fulfill the estimated or known average twelve (12) month billing demand of the Member. A monthly facilities charge, determined at time of execution of agreement between parties, shall be applied to any investment. The Member may elect to provide its own facilities and JPEC will not bill for any facilities charges.

# **Terms and Conditions**

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics.

# **Adjustment Clauses**

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Sheet	95
Sheet	96
Sheet	98
Sheet	100
Sheet	102
Sheet	104

DATE OF ISSUE August 15,	2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2	2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuck	cols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010	DATED December 12, 200	8

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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SCHEDULE L – LARGE CON	MMERCIAL AND INDUSTRIAL 3,000-5,000 kW
Member Rate Stability Mechanism (MRS	SM) Sheet 106

# **Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE August 15, 2009 Month / Date / Yea	F PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	
Month / Date / Ye ISSUED BY/S/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TTTLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	COMMISSION 7/17/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00010 DATED Dece	mber 12, 2008



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
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 SHEET NO.
 26

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 26

### RATES AND CHARGES

#### SCHEDULE L-E - LARGE INDUSTRIAL MEMBER EXPANSION

# Applicability

This rate shall apply to those power requirements of any Member with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.

# **Conditions of Service**

Service hereunder shall be subject to the following conditions:

- 1. The Member must execute a written agreement or contract for electric service or amend an existing agreement or contract; and
- 2. The Member's service characteristics must qualify all or some portion of the Member's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and
- 3. It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Customer Expansion Tariff.

#### **Monthly Rate**

A. Wholesale Power Cost:

An annual amount equal to all monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rates for wholesale electric service (including transmission service) hereunder.

B. Retail Adders:

Retail Adders shall be determined on a case-by-case basis for that portion of each Member's load served under this tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 27 CANCELLING P.S.C. KY NO. 5 SHEET NO. 27

# RATES AND CHARGES

# Applicability

Entire service territory.

#### **Availability of Service**

Non-recurring fees are fees to members due to a specific request or action for certain types of service activity for which, when the activity is completed, no additional fees may be incurred. Such fees are intended to be limited in nature and to recover the specific cost of the activity.

#### Rates

Collection Fee	\$20.00
Returned Check Fee	\$20.00
Connection or Reconnection (Regular Hours) Fee	\$25.00
Connection or Reconnection (After Hours) Fee	\$75.00
Meter Test Request Fee	\$35.00
Meter Pole Perpetual Lease Fee	\$100.00

DATE OF ISSUE September 27, 2010	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE September 17, 2010	JEFF R. DEROUEN
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	9/17/2010 PURSUANT TO 607 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2009-00451 DATED September 17, 2010	· ·

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	SHEET NO28		

# RATES AND CHARGES

# SCHEDULE NM - NET METERING

# Applicable

To entire territory served.

#### Available

Net Metering is available to eligible Member-generators in Jackson Purchase Energy Corporation's (JPEC's) service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of JPEC's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of JPEC's single hour peak load during the previous year, upon Commission approval, JPEC's obligation to offer net metering to a new Member-generator may be limited. An eligible Member-generator shall mean a retail electric Member of JPEC with a generating facility that:

- 1. Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2. Has a rated capacity of not greater than thirty (30) kilowatts;
- 3. Is located on the Member's premises;
- 4. Is owned and operated by the Member;
- 5. Is connected in parallel with JPEC's electric distribution system; and
- 6. Has the primary purpose of supplying all or part of the Member's own electricity requirements.

At its sole discretion, JPEC may provide Net Metering to other Member-generators not meeting all the conditions listed above on a case-by-case basis.

The term "Member" hereinafter shall refer to any Member requesting or receiving Net Metering services under this tariff.

DATE OF ISSUE August 15, 200	9		
	Month / Date / Year	-	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Ye		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	HUNDIT Date / Te	a – –	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	E PUBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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SCHEDUL	E NM ~ NET METERING

# Metering

JPEC shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in JPEC's Commission-approved base rates.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

# Billing

- The amount of electricity billed to the Member shall be calculated by taking the difference between the electricity supplied by JPEC to the Member and the electricity generated and fed back by the Member. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the Member shall be net-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 with the Member then currently in place.
- 2. If the electricity supplied by JPEC exceeds the electricity generated and fed back to JPEC during the billing period, the Member shall be billed for the net electricity supplied. If the electricity fed back to JPEC by the Member exceeds the electricity supplied by JPEC during a billing period, the Member shall be credited for the excess kilowatt-hours, and this electricity credit shall appear on the Member's next bill. Credits shall carry forward for the life of the Member-generator's account.
- 3. The energy rates, rate structure, and monthly charges shall be identical to those in the contract or tariff to which the Member would be assigned if the Member were not receiving service under this tariff.
- 4. Excess electricity credits are not transferable between Members or locations.
- No cash refund for residual generation-related credits shall be paid if an account under this tariff is closed.

DATE OF ISSUE August 15, 2	2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 20	009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuck	ols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSIO	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8,	2009

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 30 CANCELLING P.S.C. KY NO. 5 SHEET NO. 30

# RATES AND CHARGES

# SCHEDULE NM - NET METERING

# APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from JPEC prior to connecting the generator facility to JPEC's system.

Applications will be submitted by the Member and reviewed and processed by JPEC according to either Level 1 or Level 2 processes defined below.

JPEC may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, JPEC will work with the Member to resolve those issues to the extent practicable.

Members may contact JPEC to check on status of an Application or with questions prior to submitting an Application. JPEC contact information can be found on the Application form. The Application may be submitted by mail to, or in person at, the address found on the Application form.

# LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

JPEC will approve the Level 1 Application if the generating facility also meets all of the following conditions:

 For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

DATE OF ISSUE August 15, 200	9		
	Month / Date / Year	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			_ JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols		Bunt Kulley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	

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Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>6</u> SHEET NO. <u>31</u> CANCELLING P.S.C. KY NO. <u>5</u> SHEET NO. 31

## RATES AND CHARGES SCHEDULE NM - NET METERING

- 2. If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3. If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4. If the generating facility is to be connected to three-phase, three wire primary JPEC distribution lines, the generator shall appear as a phase-to-phase connection at the primary JPEC distribution line.
- 5. If the generating facility is to be connected to three-phase, four wire primary JPEC distribution lines, the generator shall appear to the primary JPEC distribution line as an effectively grounded source.
- 6. The interconnection will not be on an area or spot network. Area and spot networks are systems in which multiple transformers are interconnected on the secondary side and multiple primary voltage circuits are used to feed the transformers. A spot network is typically used to serve a single building and all the transformers are in one location. An area network typically serves multiple Members with secondary conductors covering multiple city blocks and with transformers at various locations.
- JPEC does not identify any violations of any applicable provisions of Institute of Electrical and Electronics Engineers Standard 1547 (IEEE 1547), "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8. No construction of facilities by JPEC on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, JPEC, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if JPEC determines that the generating facility can be

DATE OF ISSUE	August 15, 2009		Г	
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
	M	ionth / Date / Ye	ar 📃	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols			TARIFF BRANCH
	G. H	Kelly Nuckols		Bunt Katley
TITLE President 8	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PU	BLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 20	09

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safely and reliably connected to JPEC's system; or 2) deny the Application as submitted under the Level 1 Application.

32

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32

JPEC shall notify the Member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, JPEC will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test. The Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by JPEC and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless JPEC expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to noncompliance with any provision in the Application and JPEC approval, the Member shall not operate the generating facility until any and all noncompliance is corrected and re-inspected by JPEC.

If the Application is denied, JPEC will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

#### LEVEL 2

A Level 2 Application is required under any of the following:

1. The generating facility is not inverter based;

DATE OF ISSUE	August 15, 2009		E-	
	Mo	nth / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	G. Kelly Nuckols	onth / Date / Ye	ar _	TARIFF BRANCH
<u></u>		elly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		4/8/2005) PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 20	08-00169	DATED	January 8, 200	9





# RATES AND CHARGES SCHEDULE NM – NET METERING

- 2. The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- 3. The generating facility does not meet one or more of the additional conditions under Level 1.

JPEC will approve the Level 2 Application if the generating facility meets JPEC's technical interconnection requirements, which are based on IEEE 1547. JPEC shall make its technical interconnection requirements available online and upon request.

JPEC will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time JPEC will respond in one of the following ways:

- 1. The Application is approved and JPEC will provide the Member with an Interconnection Agreement to sign.
- 2. If construction or other changes to JPEC's distribution system are required, the cost will be the responsibility of the Member. JPEC will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, JPEC will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3. The Application is denied. JPEC will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in JPEC approval. Member may resubmit Application with changes.

If the Application lacks complete information, JPEC shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	
DATE EFFECTIVE April 8, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUT™∕E DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Monuty Date / Tea	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMI	SSION 4/8/2009 PURSUANT TO 807 KAR 5.000 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED Januar	y 8, 2009



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 34

CANCELLING P.S.C. KY NO. 5

SHEET NO. 34

E NM – NET METERING
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changes to JPEC's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and JPEC and all necessary conditions stipulated in the agreement are met. **APPLICATION, INSPECTION AND PROCESSING FEES** 

No application fees, or other review, study, or inspection or witness test fees are charged for Level 1 Applications.

For Level 2 Applications, each Member must submit, along with the Application, a non-refundable application, inspection and processing fee of \$100. In the event JPEC determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. JPEC shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

### TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- JPEC shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the

DATE OF ISSUE	August 15, 2009			
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DATE EFFECTIVE	April 8, 2009	105		JEFF R. DEROUEN
		Month / Date / Yea	ar 📃	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	i. Kelly Nuckols			TARIFF BRANCH
	G.	Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PL	JBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	08-00169	DATED	January 8, 200	9



Con Tacharase Disposed Parson	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 35 CANCELLING P.S.C. KY NO. 5 SHEET NO. 35
	AND CHARGES NM – NET METERING

generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.
- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or

DATE OF ISSUE	August 15, 2009		Г	
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
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ISSUED BY _/s/ G	. Kelly Nuckols			TARIFF BRANCH
	G	5. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 200	8-00169	DATED	January 8, 20	09

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RAT	ES AND CHARGES
SCHEDU	LE NM NET METERING

switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.

- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 and 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or

DATE OF ISSUE August 1	5, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8	, 2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly N	uckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER	OF THE PUBLIC SERVICE COMMISSIO	ON 4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8,	2009

Con Tachard Taran	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 37 CANCELLING P.S.C. KY NO. 5 SHEET NO. 37
	SHEET NO. 37
R	ATES AND CHARGES
SCHE	DULE NM – NET METERING

contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.

- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

DATE OF ISSUE	August 15, 2009		Г	
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DATE EFFECTIVE	April 8, 2009	Month / Date / Yea	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols	Monary Date / Te		TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE	PUBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	08-00169	DATED	January 8, 200	99



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 38 CANCELLING P.S.C. KY NO. 5

SHEET NO. 38

# RATES AND CHARGES SCHEDULE NM - NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

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	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 200	9



 Jackson Purchase Energy Corp.

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 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
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 SHEET NO.
 39

 CANCELLING P.S.C. KY NO.
 5

SHEET NO.	39	

# RATES AND CHARGES

SCHEDULE NM - NET METERING

# LEVEL 1

# **Application for Interconnection and Net Metering**

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name:	Account Number:
--------------	-----------------

Member Address:

Member Phone No.: \_\_\_\_\_\_\_Member E-Mail Address: \_\_\_\_\_\_

Project Contact Person:

Phone No.: \_\_\_\_\_\_E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

DATE OF ISSUE	August 15, 2009			
		Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
		Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
	(	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE P	UBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	08-00169	DATED	January 8, 20	09



Jackson Purchase Energy Corp. FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 40

CANCELLING P.S.C. KY NO. 5

SHEET NO. 40

# RATES AND CHARGES

SCHEDULE NM - NET METERING

Energy Source: 
Solar 
Wind 
Hydro 
Biogas 
Biomass

Inverter Manufacturer and Model #:\_\_\_\_\_\_
Inverter Power Rating:\_\_\_\_\_\_ Inverter Voltage Rating:\_\_\_\_\_\_

Power Rating of Energy Source (*i.e.*, solar panels, wind turbine):\_\_\_\_\_

Is Battery Storage Used:	D. No	Yes	If Yes, Battery Power Rating:
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Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of JPEC's meter, energy source, JPEC accessible disconnect switch, and inverter.

Attach single line drawing showing all electrical equipment from JPEC's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date:

#### **TERMS AND CONDITIONS:**

- 1. JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements

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DATE EFFECTIVE	April 8, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. K	elly Nuckols	
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & C	CEO	EFFECTIVE
BY AUTHORITY OF OF	RDER OF THE PUBLIC SERVIC	E COMMISSION 4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-	00169 DATED	January 8, 2009



	Jackson Purchase Energy Corp.           FOR         Entire Territory Served
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R	ATES AND CHARGES
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based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

- 3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

DATE OF ISSUE August 15,	2009	
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DATE EFFECTIVE April 8, 2	009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuck	ols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSI	ON 4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8	, 2009

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	RATES AND CHARGES	-
	SCHEDULE NM NET METERING	

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 1 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

DATE OF ISSUE August 15, 2009			
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DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Ye	ar	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO		[=	_ EF <sup>:</sup> FECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



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# SCHEDULE NM – NET METERING

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Member's generating facility or any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

DATE OF ISSUE	August 15, 2009		E C	
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
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ISSUED BY _/s/ G.	Kelly Nuckols			TARIFF BRANCH
	G. 1	Kelly Nuckols		Bunt Kirtley
TITLE President 8	& CEO			EFFECTIVE
BY AUTHORITY OF	order of the pu	BLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 200	09



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>6</u> SHEET NO. <u>44</u> CANCELLING P.S.C. KY NO. <u>5</u>

SHEET NO.	44

#### RATES AND CHARGES SCHEDULE NM – NET METERING

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Member shall, upon request, provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.
- 15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### **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) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law,

DATE OF ISSUE	August 15, 2009			
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
	Mor	th / Date / Yes	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols			TARIFF BRANCH
	G. Kel	ly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBL	IC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 45 CANCELLING P.S.C. KY NO. 5 SHEET NO. 45

#### RATES AND CHARGES

SCHEDULE NM - NET METERING

regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and JPEC's Net Metering Tariff.

Member Signature

Date

Title

#### JPEC APPROVAL SECTION

When signed below by a JPEC representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

#### JPEC inspection and witness test: Required Waived

If JPEC inspection and witness test is required, Member shall notify JPEC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with JPEC to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by JPEC and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call\_\_\_\_\_\_to schedule an inspection and witness test.

DATE OF ISSUE	August 15, 2009		Г	
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DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
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ISSUED BY /s/ G.	Kelly Nuckols			
	G. Ke	elly Nuckols		Bunt Kirtley
TITLE President 8	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUB	LIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 20	09



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 46

CANCELLING P.S.C. KY NO. 5

SHEET NO. 46

# RATES AND CHARGES

SCHEDULE NM - NET METERING

Pre-Inspection operational testing not to exceed two hours: 
Allowed 
Not Allowed

If JPEC inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

# Additions, Changes, or Clarifications to Application Information:

None
As specified here:

DATE OF ISSUE August 15, 2009			
	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Ye	ar	
ISSUED BY /s/ G. Kelly Nuckols			TAKIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO		<u>_</u>	_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	4/8/20()9 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 47\_\_\_\_\_

CANCELLING P.S.C. KY NO. 5

SHEET NO. 47

# RATES AND CHARGES

SCHEDULE NM - NET METERING

# LEVEL 2 Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional requirements under Level 1.

Submit this Application along with an application fee of \$100 to: JPEC, Post Office Box 4030, Paducah, KY 42002, Attn: VP of E & O

If you have questions regarding this Application or its status, contact JPEC at:

270-442-7321 or VPofEandO@jpenergy.com

Member Name: \_\_\_\_\_\_Account Number: \_\_\_\_\_\_

Member Address:

Project Contact Person:

Phone No.: \_\_\_\_\_Email Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

DATE OF ICCUE	August 15 2000			
DATE OF ISSUE	August 15, 2009	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ (	G. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO	and the second		EFFECTIVE
BY AUTHORITY OF	FORDER OF THE F	PUBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	08-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 48

CANCELLING P.S.C. KY NO. 5

SHEET NO. 48

## RATES AND CHARGES SCHEDULE NM -- NET METERING

FOR

Total Generating Capacity of Generating Facility:

Type of Generator: 
□ Inverter-Based 
□ Synchronous 
□ Induction

Power Source: Solar Wind Hydro Biogas Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

- Single-line diagram of the Member's system showing all electrical equipment from the generator to the point of interconnection with JPEC's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
- 2. Control drawings for relays and breakers.
- 3. Site Plans showing the physical location of major equipment.
- 4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
- 5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
- 6. A description of how the generator system will be operated including all modes of operation.
- For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

DATE OF ISSUE August 15, 2009			
	Month / Date / Year	·	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN
	Month / Date / Yea	ar 📃 🔤	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSIO	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 49

CANCELLING P.S.C. KY NO. 5

SHEET	NO.	49

# RATES AND CHARGES

SCHEDULE NM - NET METERING

- 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).
- 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature:	Date:

DATE OF ISSUE	August 15, 2009			
_	Mon	th / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009			JEFF R. DEROUEN
	Mo	nth / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols			TARIFF BRANCH
	G. Ke	lly Nuckols		Bunt Kirtley
TITLE President 8	& CEO			_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBL	LIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	8-00169	DATED	January 8, 2009	



FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

\_\_\_\_\_ SHEET NO. \_ 50

CANCELLING P.S.C. KY NO. 5

SHEET NO. 50

#### RATES AND CHARGES

SCHEDULE NM – NET METERING

## LEVEL 2 INTERCONNECTION AGREEMENT

 THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_ (JPEC), and \_\_\_\_\_\_ (Member). JPEC and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

#### WITNESSETH:

**WHEREAS,** Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with JPEC's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location:

Generator Size and Type:

NOW, THEREFORE, in consideration thereof, Member and JPEC agree as follows:

JPEC agrees to allow Member to interconnect and operate the Generating Facility in parallel with JPEC's electric system and Member agrees to abide by JPEC's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

#### **Terms and Conditions:**

To interconnect to JPEC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

DATE OF ISSUE August 15, 200	)9	1/ENEL020/
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009		JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE COMMISSIO	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED January 8, 2	009

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
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SCHED	ULE NM - NET METERING

- 1. JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, Member shall demonstrate generating facility compliance.
- 3. The generating facility shall comply with, and Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
- 5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	Month / Date / Yea	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Tea		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 200	9

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

- 6. Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on JPEC's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.
- 7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the generating facility comply with the requirements of this tariff.
- 8. For Level 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC's meters or the location of the EDS shall be noted by placing a sticker on the meter and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009	L JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169 DATED January 8,	2009

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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	SHEET NO53
RAT	ES AND CHARGES
SCHEDU	LE NM - NET METERING

an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

- 9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or contributes (or may create or contribute) to a system emergency on either JPEC's or Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of JPEC's electric system; or (c) the generating facility interferes with the operation of JPEC's electric system. In non-emergency situations, JPEC shall give Member notice of noncompliance including a description of the specific noncompliance condition and allow Member a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where JPEC is unable to immediately isolate or cause the Member to isolate only the generating facility, JPEC may isolate the Member's entire facility.
- 10. Member shall agree that, without the prior written permission from JPEC, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components not resulting in increases in generating facility capacity is allowed without approval.
- 11. To the extent permitted by law, the Member shall protect, indemnify, and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8, 2009			JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
<u></u>	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE	COMMISSION	4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED	January 8, 2009	9

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 54 CANCELLING P.S.C. KY NO. 5 SHEET NO. 54

#### RATES AND CHARGES SCHEDULE NM – NET METERING

any related equipment or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives, or contractors.

The liability of JPEC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service' under which the Member is taking service.

- 12. The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy). Member shall provide JPEC with proof of such insurance at the time that application is made for net metering.
- 13. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, JPEC does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

14. A Member's generating facility is transferable to other persons or service locations only after notification to JPEC has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Member, or location, JPEC will verify that the installation is in compliance with this tariff and provide written notification to the Member(s) within 20 business days. If the installation is no longer in compliance with this tariff, JPEC will notify the Member in writing and list what must be done to place the facility in compliance.

15. The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### **Effective Term and Termination Rights**

DATE OF ISSUE	ugust 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	April 8, 2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. I	Kelly Nuckols	TARIFF BRANCH
<u></u>	G. Kelly Nuckols	Bunt Kirtley
TITLE President &	CEO	EFFECTIVE
BY AUTHORITY OF O	RDER OF THE PUBLIC SERVICE O	COMMISSION 4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008	-00169 DATED	January 8, 2009

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R	ATES AND CHARGES
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This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving JPEC at least sixty (60) days' written notice; (b) JPEC may terminate upon failure by the Member 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 JPEC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) JPEC may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation, or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

JPEC	MEMBER	
Ву:	Ву:	
Printed Name	Printed Name	
Title:	Title:	

## **Exhibit A**

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of JPEC facilities is required, Exhibit A will also contain a description and associated cost. Exhibit A will also specify requirements for a JPEC inspection and witness test and when limited operation for testing or full operation may begin.

DATE OF ISSUE August 15	, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE April 8,	2009	JEFF R. DEROUEN
	Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nu		TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER O	F THE PUBLIC SERVICE C	COMMISSION 4/8/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2008-00169	DATED J	January 8, 2009



#### **RATES AND CHARGES**

SCHEDULE SPC-A - SMALL POWER PRODUCTION OR COGENERATION LESS THAN 100 kW

#### **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, 100 kW or below, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC.

#### **Rate Schedule**

Base payment of \$0.01694 per kWh plus current fuel adjustment.

DATE OF ISSUE August 1	5, 2009	VENENENO
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25	, 2008	JEFF R. DERCUEIN EXECUTIVE DIRECTOR
	Month / Date / Year	
ISSUED BY /s/ G. Kelly Nu	ckols	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER C	F THE PUBLIC SERVICE COMMIS	SION 6/25/2008 PURSUANT TO 807 KAR שניו SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17	, 2008

	FOR Jackson Purchase Energy Corp. Entire Territory Served
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RATES AND CH	IARGES
SCHEDULE SPC-B SMALL POWER PRODUCTION O	R COGENERATION GREATER THAN 100 kW

#### **Availability of Service**

Available only to qualifying small power production or cogeneration facilities, above 100 kW, which have executed an "Agreement for Purchase of Electric Energy" (a sample of which is attached hereto as an exhibit for reference) with JPEC. Rates below are to be used as the basis for negotiating a final purchase rate and are not to be taken as a firm rate for any facilities.

#### **Rate Schedule**

- A. <u>Capacity (if applicable)</u>
  - 1. When connected to electric distribution lines of 15 kV or below:

A payment of \$4.12 per kilowatt per month, provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

- 2. When connected to electric transmission lines above 25 kV: A payment of \$4.04 per kilowatt per month provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.
- B. Energy

Base payment of \$0.01694 per kWh plus current fuel adjustment.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JE:FF R. DERCIUEN
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	0/20/2000
IN CASE NO. 2007-00116 DATED June 17, 200	PURSUANT TO 807 KAK 5:011 SECTION 9 (1)



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Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

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SHEET NO. 58

ECTRIC ENERGY

[NOTE: THIS SAMPLE CONTRACT IS DESIGNED FOR USE ONLY WHEN A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF 100 KW OR LESS INTERCONNECTS DIRECTLY WITH THE DISTRIBUTION SYSTEM OF JPEC. JPEC RESERVES THE RIGHT TO REVISE THIS STANDARD FORM TO INCORPORATE ANY MODIFICATIONS WHICH IT BELIEVES APPROPRIATE UNDER THE CIRCUMSTANCES WHEN CONTRACTING WITH A PARTICUALR QUALIFYING FACILITY. THE TERMS IN THIS STANDARD CONTRACT MAY BE USED AS A BEGINNING POINT FOR NEGOTIATION OF A CONTRACT WITH A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF OVER 100 KW.1

AGREEMENT FOR PURCHASE OF ELECTRIC QUALIFYING SMALL POWER PRODUCTION FACILITY, 100 KW OR LES	OR COGENERATION
THIS AGREEMENT is made and entered into on this	
day of, 20 by and between	Jackson Purchase
Energy Corporation	
(JPEC), a retail electric distribution cooperative corporation, and	
(the seller), a	
WITNESSETH:	
DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 6/25/2008
IN CASE NO. 2007-00116 DATED June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO6		
	SHEET NO59		
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	SHEET NO59		

WHEREAS, JPEC is engaged in the distribution and sale at retail of electric energy in certain counties in Western Kentucky; and

WHEREAS, JPEC owns and operates, or intends to construct, own and operate, electric distribution lines with which the seller desires to interconnect its electric generation facilities; and

WHEREAS, the seller owns and operates, or intends to construct, own and operate, an electric generating facility which qualifies as a small power production facility or cogeneration facility under Section 201 of the Public Utility Regulatory Policies Act of 1978, and desires to sell electric power and energy to JPEC beginning on or about \_\_\_\_\_\_\_, 20 \_\_\_\_, or as soon thereafter as the qualifying facility is ready for service; and

WHEREAS, JPEC desires to purchase electric power and energy from the seller; and

WHEREAS, JPEC is willing to permit the seller's electric generation facilities to be interconnected and operated in parallel with JPEC's electric system so that the seller will be able to deliver to JPEC electric power and energy;

NOW, THEREFORE, the parties agree as follows:

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
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#### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

## **ARTICLE I**

#### **Definition of Terms**

1.1 The term "qualifying facility" or "QF" as used in this contract is defined to include all the seller's electric generation facilities and all interconnection and safety equipment owned by the seller and used in connection with the electric generation facilities owned by it which will produce electric power and energy for sale under this agreement.

1.2 The terms specifically defined in 807 KAR 5:054 and 18 C.F.R. Part 292, when used in this agreement, shall have the same definitions as in those regulations.

# **ARTICLE II**

#### **Ownership and Maintenance of Facilities**

2.1 The seller shall have sole responsibility for the design, construction, installation, ownership, safety, operation and maintenance of the qualifying facility (hereinafter referred to as the "QF").

DATE OF ISSUE	August 15, 2009			- KENTUCKY
		Month / Date / Yea	r 1	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
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ISSUED BY /s/ G	. Kelly Nuckols		Í	TARIFF BRANCH
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TITLE President	& CEO		<b>_</b>	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/20()8 PURSUANT TO 807 KAN 5:011 SECTION 9 (1)	
IN CASE NO. 200	07-00116	DATED	June 17, 2008	



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C.	KY NO. <u>6</u>		
	SHEET NO61		
CANCE	LLING P.S.C. KY NO. 5		
-	SHEET NO. 61		

2.2 The seller, in designing, constructing, installing, operating and maintaining the QF, shall comply with all rules, regulations, policies, standards and codes generally recognized in the utility industry as applicable to such operations, including, but not limited to, the National Electrical Safety Code, IEEE Standard 1547, regulations of the Kentucky Public Service Commission, requirements and bulletins of the Rural Utilities Service, all federal, state and local safety codes, statutes and regulations and all applicable policies of JPEC now in existence or that may be adopted from time to time.

2.3 The seller shall pay JPEC the "additional interconnection cost" as defined in 807 KAR 5:054 Section 6 of interconnecting the QF with the distribution system of JPEC.

2.4 The seller shall pay for and JPEC shall own and maintain the metering equipment which it determines is necessary based upon the size and other characteristics of the QF to measure the power and energy sold by the seller. Upon termination of this agreement, the meters and metering equipment will be turned over to the seller if requested. JPEC shall test and calibrate meters by comparison with accurate standards at intervals not exceeding twelve (12) months and shall also make special meter tests at any time at the seller's request. The cost of all tests shall be borne by JPEC; provided,

DATE OF ISSUE	August 15, 2009		Г	
		Date / Year	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	/ Date / Yea		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols	Date / Tea		TARIFF BRANCH
	G. Kelly N	uckols		Brent Kirtley
TITLE President	& CEO	-		EFFECTIVE
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IN CASE NO. 20	07-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp.           FOR         Entire Territory Served
Community, Town or City
P.S.C. KY NO6
SHEET NO. 62
CANCELLING P.S.C. KY NO. 5
SHEET NO. 62

## RATES AND CHARGES

#### SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

however, that if any special meter test made at the request of the seller shall disclose that the meters are recording accurately, the seller shall reimburse JPEC for the cost of such test. Meters registering not more than two (2%) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by tests to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the seller and JPEC shall agree as to the amount of energy furnished during such period and JPEC shall render payment therefore. JPEC shall meter all power and energy at voltage as mutually agreed to with the seller. JPEC shall, when requested, notify the seller in advance of the time of any meter reading or test so that the seller's representative may be present at such meter reading or test.

2.5 The original and any revisions to the plans, specifications and operating characteristics for the QF must be approved by JPEC before the seller connects its QF to JPEC's system. Prior to energization of the interconnection between the QF and JPEC's system, JPEC shall have the right to inspect the QF for any purpose. However, inspection and acceptance of any plans, design theory,

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DATE OF ISSUE	August 15, 2009	1onth / Date / Year	t	ENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Yea	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President	& CEO		F	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/2008 PURSUANT TO 807 KAR 5.001 SECTION 9 (1)	
IN CASE NO. 200	07-00116	DATED	June 17, 2008	

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P.S.C. KY NO.	6			
	SHEET NO.	63		
CANCELLING P	.S.C. KY NO.	5		
	SHEET NO.	63		

specifications and operating characteristics observed or provided respecting the QF, shall not be construed as confirming or endorsing the design, or as warranting the safety, durability or reliability of the QF. JPEC shall not, by reason of any review, acceptance, inspection or failure to review or inspect, be responsible for the QF, including, but not limited to, the strength, safety, details of design, adequacy or capacity thereof, nor shall acceptance or approval by either be construed as an endorsement of any QF.

2.6 The seller will be responsible for furnishing or paying for all rights-of-way and easements necessary to install, operate, maintain, replace and remove the interconnection facility and the metering equipment. Duly authorized representatives of JPEC shall be permitted to enter the premises of the seller at all reasonable times as may be necessary in connection with the proper performance of the terms and conditions of this agreement.

2.7 The seller shall install, own and maintain the necessary substation equipment at the point of connection to the system of JPEC unless otherwise agreed.

DATE OF ISSUE	August 15, 2009		KEINTUCKY
	Month / Date / Ye	ar	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF: R. DEROUEN
	Month / Date / Y	ear _	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols		TARIFF BRANCH
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TITLE President 8	<u>k CEO</u>		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVIC	E COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116 DATED	June 17, 2008	3



FOR	Jackson Purchase Energy Corp. Entire Territory Served		
	Community, Town or City		
P.S.C. KY N	NO. <u>6</u>	-	
	SHEET NO. 64	-	
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	SHEET NO64		

## ARTICLE III

3.1 JPEC shall take and purchase all of the power and energy produced by the seller that is delivered to the point at which the QF is interconnected with JPEC's distribution system. The power and energy delivered by the seller and purchased by JPEC shall be metered and paid for in accordance with the terms of this agreement. Electric power and energy to be purchased under this agreement shall be alternating current, single or three-phase, 60 Hertz. The parties will agree upon the delivery voltage and capacity prior to the commencement of purchase under this agreement.

3.2 The QF shall at all times operate in such manner as to maintain a power factor of not less than 90% leading or lagging.

3.3 The capacity delivered in kilowatts shall be the QF's average hourly output which is delivered for the required minimum number of hours during each billing period, as determined by dividing the kWh delivered during the billing period by the actual number of hours in the billing period. For purposes of this agreement each calendar month during the term of this agreement shall be a separate billing period.

DATE OF ISSUE August 15, 2009 Month / Date / Year	KENTUCKY     PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2007-00116 DATED June 17, 200	8



#### RATES AND CHARGES SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

3.4 JPEC shall read meters monthly. Electric power and energy furnished under this agreement shall be paid for within fifteen (15) days after the meters are read and the bill is issued.

3.5 Electric power and energy purchased by the seller shall be purchased from JPEC under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to JPEC.

# **ARTICLE IV**

# Rates and Charges

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

DATE OF ISSUE August 15, 2009	) Month / Date / Year	
DATE EFFECTIVE June 25, 2008	Month / Date / Year	
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TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		MISSION 6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June	17, 2008



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>6</u> SHEET NO. <u>66</u> CANCELLING P.S.C. KY NO. <u>5</u> SHEET NO. <u>66</u>

# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

# **ARTICLE V**

Protection of System Owned by JPEC

5.1 The seller shall be responsible for operating and maintaining the QF in a safe manner and for providing the protective equipment needed to prevent damage to the system owned by JPEC, injury to the personnel of JPEC, or interference with JPEC's consumers. JPEC shall have the right to review the seller's proposed protection system, operating procedures and system characteristics in order to determine whether the seller's operation of the QF will have an adverse impact on the system owned by JPEC. The following areas, among others, may be reviewed for possible adverse effects:

- 1. Fault protection.
- 2. Voltage regulation and balance.
- 3. Grounding.
- 4. Synchronizing systems.
- 5. Disconnecting and isolating systems.
- 6. Flicker.
- 7. Harmonics.

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
Community, Tov	wn or City	
P.S.C. KY NO. <u>6</u>		
SHEET NO.	67	
CANCELLING P.S.C. KY NO.	5	
SHEET NO.	67	

5.2 If the operation of the QF results in undesirable or harmful effects to the system of JPEC, or to consumers of JPEC, JPEC may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.

5.3 JPEC may discontinue purchases from the seller and may break the interconnection between the QF and JPEC's system, without prior notice, during any system emergency. By first giving reasonable written notice, JPEC may break the interconnection between the QF and the system of JPEC for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of JPEC's system, the interconnection facility or the metering equipment.

# **ARTICLE VI**

# Term

6.1 The initial term of this agreement shall be one (1) year from the effective date.

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

DATE OF ISSUE August 15, 2009			
<u> </u>	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
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IN CASE NO. 2007-00116	DATED	June 17, 2008	



Jackson Purchase Energy Corp.		
FOR	Entire Terri	tory Served
	Community, 1	Town or City
P.S.C.	KY NO. 6	
	SHEET NO.	68
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	SHEET NO.	68

6.3 The effective date of this agreement shall be the date on which the last of the following events occurs:

- 1. This agreement is approved by the Administrator of the Rural Utilities Service (if required).
- 2. This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
- 3. This agreement has been approved and executed by the seller and JPEC.

# **ARTICLE VII**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	ENTUCKY
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFI <sup>F</sup> R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
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IN CASE NO. 2007-00116 DATED June 1	17, 20 <mark>/</mark> 8



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 69 CANCELLING P.S.C. KY NO. 5 SHEET NO. 69

# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

agreement with respect to any act, occurrence or omission occurring prior to termination of this

agreement, whether or not then accrued or known.

7.2 Without regard to any negligence by any of the parties to this agreement, JPEC shall not

be liable to the seller for:

- 1. Any loss or damage to the seller's electric system or other property or any injury to the seller or the seller's employees, agents, contractors, representative licensees or invitees, including, without limitation, damage or injury caused by reclosing of the transmission or distribution system; or
- 2. Any loss of profits or revenues or any other indirect or consequential damage or injury to the seller resulting from interruption or partial interruption in the delivery of energy from the seller.

# **ARTICLE VIII**

#### Insurance

8.1 The seller shall obtain and provide satisfactory evidence of insurance covering such risks

and providing such coverage as JPEC may from time to time reasonably request.

DATE OF ISSUE	August 15, 2009		KENTUCKY
	Month / Date / Year	F	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN
	Month / Date / Year		EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED Ju	ne 17, 2008	



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 6

 SHEET NO.
 70

 CANCELLING P.S.C. KY NO.
 5

 SHEET NO.
 70

# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

# **ARTICLE IX**

#### Miscellaneous

9.1 If there shall be imposed by federal, state or other governmental authority, any tax payable by the seller upon the gross revenue or earnings, or upon the seller's production or sale of electric energy, such additional tax or taxes shall be paid solely by the seller.

9.2 This agreement contains the entire agreement between the parties. This agreement cannot be amended except in writing signed by the parties.

9.3 The waiver on the part of either party to enforce a provision of this contract at any time shall not be deemed a waiver with respect to any subsequent default or other matter.

9.4 This agreement may not be assigned without the written consent of JPEC.

9.5 This agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.6 This agreement shall not be construed to create a joint venture, to impose a trust or to otherwise create a business relationship between or among any of the parties.

DATE OF ISSUE August 15, 2009		<b>[</b>	KENT UCKY
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			JEFF R. DEROUEN
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO		6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2007-00116	DATED	June 17, 20	8



FOR Entire Territory Served		
Community, Town or City		
P.S.C. KY NO. 6		
SHEET NO.	71	
CANCELLING P.S.C. KY NO.	5	
SHEET NO.	71	

9.7 The invalidity of any provision or provisions in this agreement shall not affect the validity of the remaining provisions.

# **ARTICLE X**

## Notices and Other Communications

10.1 Any notice required by this agreement to be given in writing shall be deemed properly given if and when delivered in person, telegraphed or sent by registered or certified mail, postage prepaid, to:

DATE OF ISSUE A	ugust 15, 2009		
	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN
	Month / Date / Yea	r	EXECUTIVE DIRECTOR
ISSUED BY /s/ G.	Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007	-00116 DATED	June 17, 2008	



# RATES AND CHARGES

SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

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

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If to JPEC:

If to seller:

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 20	08

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SAMPLE AGREEMENT	T FOR PURCHASE OF ELECTRIC ENERGY

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this the day and date first hereinabove written.

Jackson Purchase Energy Corporation	
(Cooperative)	(Seller)
Print Name	Print Name
Signature	Signature
Title	Title
Date	Date
DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols	
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMIS	SSION 6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17	7, 2008



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CANCELLING P.S.C. KY NO. 5			
		SHEET NO.	74

# RATES AND CHARGES

#### CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

#### Applicability

In all territory served by JPEC on poles owned and used by JPEC for their electric plant.

#### **Availability of Service**

To all qualified CATV operators having the right to receive service.

#### **Rental Charge**

The yearly rental charges shall be as follows:

Two-party pole attachment	\$4.84
Three-party pole attachment	\$4.09
Two-party anchor attachment	\$5.88
Three-party anchor attachment	(not available)
Two-party ground attachment	\$0.24
Three-party ground attachment	\$0.16

# Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of the CATV operator to receive a bill or a correctly calculated bill shall not relieve the CATV operator of its obligation to pay for the service it has received.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMI	ISSION 6/25/2008
IN CASE NO. 2007-00116 DATED June 1	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	CANCELLING P.S.C. KY NO. 5	
	SHEET NO75	
RATES AND CHARGES		
CABLE TELEVISION ATTACHMENT TARIFF (CTAT)		

#### **Specifications**

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

#### **Establishing Pole Use**

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

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	N 6/25/2008
IN CASE NO. 2007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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	SHEET NO
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CABLE TELEVISIO	N ATTACHMENT TARIFF (CTAT)

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

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

#### **Easements and Rights-of-Way**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2007-00116 DATED June 17, 2003	EFFECTIVE <b>6/25/2008</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 77 CANCELLING P.S.C. KY NO. 5 SHEET NO. 77

## RATES AND CHARGES

## CABLE TELEVISION ATTACHMENT TARIFF (CTAT)

# Maintenance of Poles, Attachments and Operations

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Katley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMM	ISSION 6/25/2008
IN CASE NO. 2007-00116 DATED June :	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



	Jackson Purchase Energy Corp. FOR Entire Territory Served
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CABLE TELEVISIO	NATTACHMENT TARIFF (CTAT)

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

# Inspections

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

#### **Insurance or Bond**

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

Month / Date / Year     KENTUCKY       DATE EFFECTIVE     June 25, 2008     PUBLIC SERVICE COMMISSION       Month / Date / Year     JEFF R. DEROUEN       Month / Date / Year     EXECUTIVE DIRECTOR	ATE OF ISSUE Aug	gust 15, 2009	
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION 6/25/2()08	Y AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COM	MISSION 6/25/2()08
IN CASE NO. 2007-00116 DATED June 17, 2008	CASE NO. 2007-0	00116 DATED June	



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CABLE TELEVISION	ATTACHMENT TARIFF (CTAT)

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

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

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

DATE OF ISSUE August 15, 2009		
	nth / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN
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ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
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IN CASE NO. 2007-00116	DATED June 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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#### Change of Use Provision

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

## Abandonment

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

# **Rights of Others**

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

DATE OF ISSUE	August 15, 2009			
DATE EFFECTIVE	June 25, 2008	Month / Date / Yea	r	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 23, 2000	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ (	G. Kelly Nuckols			TARIFF BRANCH
TITLE President		G. Kelly Nuckols		Bunt Kirtley
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## Payment of Taxes

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

# **Bond or Depositor Performance**

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KEINTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	012012(100
IN CASE NO. 2007-00116 DATED June 17, 200	FURS UANT TO 807 KAR 5:011 SECTION 9 (1)



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2. After the CATV operator has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

# **Use of Anchors**

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

# **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
ISSUED BY/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	A . 1/ 10
TITLE President & CEO	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008
IN CASE NO. 2007-00116 DATED June 17, 200	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 83 CANCELLING P.S.C. KY NO. 5

SHEET NO. 83

# **CLASSIFICATION OF SERVICE**

#### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### Applicability

In all territory of Ballard and McCracken counties jointly served by JPEC and Ballard Rural Telephone.

#### **Availability**

To Ballard Rural Telephone Cooperative Corporation, Inc. (BRTC) only.

#### **Rental Charge**

The yearly rental charges shall be as follows:		
Two-party pole attachment	\$4.84	
Three-party pole attachment	\$4.09	
Two-party anchor attachment Three-party anchor attachment (not available)	\$5.88	
Two-party ground attachment Three-party ground attachment	\$0.24 \$0.16	

# Billing

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Failure of BRTC to receive a bill or a correctly calculated bill shall not relieve BRTC of its obligation to pay for the service it has received.

DATE OF ISSUE Augu	ust 15, 2009		
	Month / Date / Year		PUBLIC SERVICE COMMISSION
DATE EFFECTIVEJu	ne 25, 2008		JEFF R. DEROUEN
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ISSUED BY /s/ G. Kel	ly Nuckols		TARIFF BRANCH
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IN CASE NO. 2007-00	DATED	June 17, 2008	

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BALLARD RURAL TELEPHO	ONE COOPERATIVE CORPORATION (BRTC) TARIFF

#### Specifications

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

# **Establishing Pole Use**

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

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

DATE OF ISSUE August 15, 200	9	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 200	3 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Fear	TARIFF BRANCH
	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMIS	SION 6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17	, 2008

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# **CLASSIFICATION OF SERVICE**

#### BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

#### Easements and Rights-Of-Way

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

#### Maintenance of Poles, Attachments and Operation

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

DATE OF ISSUE Augu	st 15, 2009	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	ie 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CE	0	EFFECTIVE
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CLASS	IFICATION OF SERVICE

# BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

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BALLARD RURAL TELEPHON	E COOPERATIVE CORPORATION (BRTC) TARIFF

# Inspections

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

# **Insurance or Bond**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

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SHEET NO. 88

# **CLASSIFICATION OF SERVICE**

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

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

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

# **Change of Use Provision**

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

#### Abandonment

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

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	G. Kelly Nuckols		Brint Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/2008 PURSUANT TO 807 KATC D.001 SECTION 9 (1)
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# **CLASSIFICATION OF SERVICE**

# BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF

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

#### **Rights of Others**

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

#### **Payment of Taxes**

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

#### **Bond or Depositor Performance**

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Month / Date / Year	
ISSUED BY /s/ G. Kelly Nuckois	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8

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

B. After BRTC has been a customer of JPEC and not in default for a period of two (2) years, JPEC shall reduce the bond by fifty percent (50%), or, at JPEC's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

# **Use of Anchors**

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

#### **Discontinuance of Service**

JPEC may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 14 (1).

DATE OF ISSUE	August 15, 2009		
	Month / Date / Ye	ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JE:FF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Y	'ear	TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuckols			
	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED	June 17, 2008	





Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 91 CANCELLING P.S.C. KY NO. 5

SHEET	NO.	91	

# **RULES AND REGULATIONS**

#### POWER CURTAILMENT PROCEDURE

# General

The Kentucky Public Service Commission has required that a Power Curtailment Procedure be established for all electric utilities under its jurisdiction (Administrative Case Number 353).

# **Objective**

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

This procedure will define the following priority levels;

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

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

DATE OF ISSUE August 15, 2009			
	Month / Date / Year		- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008			_ JEFF R. DEROUEN
ISSUED BY /s/ G. Kelly Nuckols	Month / Date / Yea	r	TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			_ EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	





Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

FOR

SHEET NO. 92

CANCELLING P.S.C. KY NO. 5

SHEET NO. 92

# RULES AND REGULATIONS

POWER CURTAILMENT PROCEDURE

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

# Level 2: Residential

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

# Level 3: Non-critical Commercial and Industrial

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

#### Level 4: Non-Essential Uses

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/2.5/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 93 CANCELLING P.S.C. KY NO. 5

SHEET NO. 93
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## RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

#### When to Implement this Procedure

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

## **Curtailment Procedure**

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

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

DATE OF ISSUE August	15, 2009	
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 2	25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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	G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO		EFFECTIVE
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IN CASE NO. 2007-0011	6 DATED June 17, 2	800





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 6

 SHEET NO. 94

CANCELLING P.S.C. KY NO. 5

SHEET NO.	94	
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# RULES AND REGULATIONS POWER CURTAILMENT PROCEDURE

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

# Enforcement

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

# Termination of the Curtailment of Power Consumption

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

DATE OF ISSUE August 15, 20	09		
<u></u>	Month / Date / Yea	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 20	08		JEFF R. DEROUEN
	Month / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
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BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	





## RATES AND CHARGES FRANCHISE FEE

# Applicability

Entire service territory.

#### **Availability of Service**

Available as an option for collection of revenues within governmental jurisdictions which impose on JPEC franchise fees, permitting fees, local taxes or other charges by ordinance, franchise or other governmental directive and not otherwise collected in the charges of JPEC's base rate schedules.

# Definitions

Base Year: The twelve (12) month period ending December 31.

Collection Year: The full calendar year following the Base Year.

Base Year Amount:

- 1. A percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2. License fees, permit fees or other cost specifically borne by JPEC for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to JPEC by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by JPEC as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by JPEC in accordance with applicable Rules and Regulations approved by JPEC's Board of Directors and under the direction of the Kentucky Public Service Commission; and
- 3. Any adjustment for over or under collection of revenues associated with the amounts in (1) or (2).

DATE OF ISSUE	August 15, 2009		
-	Month / Date / Year	r	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	~	EXECUTIVE DIRECTOR
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	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO		_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVICE	COMMISSION	6/25/2008 PURSUANT איז אט אטר און SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED	June 17, 2008	



	FOR Jackson Purchase Energy Corp. Entire Territory Served Community, Town or City
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	SHEET NO. 96
R	ATES AND CHARGES
	FRANCHISE FEE

#### Rates

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

## Billing

- 1. The franchise charge will be applied exclusively to the base rate and all riders of bills of Members receiving service within the franchising governmental jurisdiction, before taxes.
- The franchise charge will appear as a separate line item on the Member's bill and show the unit of government requiring the franchise.
- 3. Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

#### Term of Contract

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

#### **Terms and Conditions**

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

DATE OF ISSUE	August 15, 2009			
	Mo	onth / Date / Yea	r	KENTUCKY     PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ (	G. Kelly Nuckols	1onth / Date / Ye	ar	TARIFF BRANCH
	G. 1	Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PU	BLIC SERVICE	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 6

 SHEET NO.
 97

 CANCELLING P.S.C. KY NO.
 5

 SHEET NO.
 97

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# Applicability

Entire service territory.

#### **Availability of Service**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160 for the recovery by JPEC of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.

# Rate

The utility gross receipts license tax imposed by the county but not to exceed the maximum as established by applicable KRS.

DATE OF ISSUE August 15, 2009			
	Month / Date / Year	r	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Yea	ar	JEFF R. DERCUE N EXECUTIVE DIRECT OR
ISSUED BY /s/ G. Kelly Nuckols	Monary Ducey rea		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		COMMISSION	6/25/2()08 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	



FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6

SHEET NO.	98

CANCELLING P.S.C. KY NO. 5

# RATES AND CHARGES

# SCHEDULE FAC - FUEL ADJUSTMENT CLAUSE

#### Applicability

Entire service territory.

# **Availability of Service**

This Fuel Adjustment Clause (FAC) is a rider to all rate schedules of JPEC.

 Billings to Members Served from Non-Dedicated Delivery Points: Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The FAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $FAC = \frac{W_FAC - O + U}{P(m) \times L} - F(b)$ 

Where;

FAC = The Fuel Adjustment rate per kWh for the current month.

W\_FAC = The FAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the FAC is applied.

P(m) = The kWh purchased in the second month preceding the month in which the FAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

F (b) = Base Fuel Adjustment factor of \$0.00000 per kWh.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>7/17/2009</b>
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served
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RAT	ES AND CHARGES
SCHEDULE FAC	- FUEL ADJUSTMENT CLAUSE

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	7/17/2009
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR <u>Entire Territory Served</u> Community, Town or City P.S.C. KY NO. <u>6</u> SHEET NO. <u>100</u> CANCELLING P.S.C. KY NO. <u>5</u>

SHEET NO. 100

# RATES AND CHARGES

#### SCHEDULE ES - ENVIRONMENTAL SURCHARGE

#### Applicability

Entire service territory.

## **Availability of Service**

This Environmental Surcharge (ES) is a rider to all rate schedules of JPEC.

 <u>Billings to Members Served from Non-Dedicated Delivery Points:</u> Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The ES rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $MESF = \frac{W\_MESF + O - U}{P(m) \times L} - BESF$ 

Where;

MESF = The ES rate per kWh for the current month.

W\_MESF = The ES amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the MESF is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MESF is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

BESF = Base Environmental Surcharge Factor of \$0.00000 per kWh.

DATE OF ISSUE	August 15, 2009		
	Month / Date / Ye	ear	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	July 17, 2009 Month / Date / Y	/ear	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	Kelly Nuckols	-	TARIFF BRANCH
<u></u>	G. Kelly Nuckols		Runt Linter
TITLE President 8	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVIC	E COMMISSION	7/17/2009
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Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

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CANCELLING P.S.C. KY NO. 5

SHEET NO. 101

# RATES AND CHARGES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

- <u>Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC)</u>: Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount charged or credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	7/17/2009
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO യാ ശന്ദാവന് SECTION 9 (1) 



FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6

SHEET NO. 102

CANCELLING P.S.C. KY NO. 5

SHEET NO. 102

# RATES AND CHARGES

## SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

## Applicability

Entire service territory.

# **Availability of Service**

This Unwind Surcredit Adjustment Clause (USAC) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The USAC rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

USAC= 
$$\underline{W}\underline{US} - O + U$$
  
P (m) x L

Where;

USAC = The USAC rate per kWh for the current month.

W\_US = The USAC amount charged by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the USAC is applied.

P(m) = The kWh purchased in the second month preceding the month in which the USAC is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE August 15, 2009	
Month / Dat	te / Year KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Da	ate / Year JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
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BY AUTHORITY OF ORDER OF THE PUBLIC SE	RVICE COMMISSION 7/17/2009
IN CASE NO. 2008-00010 DATED _	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 103

CANCELLING P.S.C. KY NO. 5

SHEET NO. 103

# **RATES AND CHARGES**

# SCHEDULE USAC - UNWIND SURCREDIT ADJUSTMENT CLAUSE

- Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be increased or decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Y	ear KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date /	Year JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVIC	CE COMMISSION 7/17/2009
IN CASE NO. 2008-00010 DATED Dec	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City P.S.C. KY NO. 6 SHEET NO. 104 CANCELLING P.S.C. KY NO. 5

SHEET NO. 104

# RATES AND CHARGES SCHEDULE RA – REBATE ADJUSTMENT

#### Applicability

Entire service territory.

#### **Availability of Service**

This Rebate Adjustment (RA) is applicable to all rate schedules of JPEC for the purpose of passing through any RA amounts received by JPEC from its wholesale power supplier, Big Rivers Electric Corporation (BREC).

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Member's served from dedicated delivery points.

The wholesale RA applicable to this section will be recorded in a payables account and returned in twelve (12) equal installments without interest to the Members in accordance with the formula shown below. The RA for this section will remain applicable for a twelve (12) month period plus any additional months necessary to complete the over or under refunds or collections. JPEC will synchronize application of the RA per this section with the application by BREC of the wholesale RA for purposes of the BREC Member Rate Stability Mechanism.

The RA rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

 $RA = \frac{R - O + U}{P(m) \times L}$ 

Where;

RA = The RA rate per kWh for the current month.

R = One-twelfth (1/12) of the portion of the most recent RA amount received from JPEC's wholesale power supplier for all non-dedicated delivery points.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
7/17/2009
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 105

CANCELLING P.S.C. KY NO. 5

SHEET NO. 105

# RATES AND CHARGES

SCHEDULE RA - REBATE ADJUSTMENT

P(m) = The kWh purchased in the second month preceding the month in which the RA is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

 $\mathsf{U}=\mathsf{Any}$  under recovery amount from the second preceding month.

 Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month following the receipt of the Robate Adjustment amount credited to JPEC

be decreased during the month following the receipt of the Rebate Adjustment amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate

3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>7/17/2009</b>
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

 Community, Town or City

 P.S.C. KY NO.
 6

 SHEET NO.

 106

CANCELLING P.S.C. KY NO. 5

SHEET NO. 106

# RATES AND CHARGES

#### SCHEDULE MRSM – MEMBER RATE STABILITY MECHANISM

#### Applicability

Entire service territory.

# **Availability of Service**

This Member Rate Stability Mechanism (MRSM) is a rider to all rate schedules of JPEC.

Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The MRSM applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$MRSM (m) = \frac{W_MRSM - O + U}{P (m) \times L}$$

Where;

MRSM (m) = The MRSM per kWh for the current month.

 $W_MRSM =$  The MRSM amount credited by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the MRSM(m) is applied.

P(m) = The kWh purchased in the second month preceding the month in which the MRSM (m) is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE August 15, 2009		
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009	Month / Date / Year	JEFF R. DEROUEN
ISSUED BY /s/ G. Kelly Nuckols		EXECUTIVE DIRECTOR
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TITLE President & CEO		Bunt Kirtley
		EFFECTIVE
BY AUTHORITY OF ORDER OF THE	PUBLIC SERVICE COMMISSION	11112003
IN CASE NO. 2008-00010	DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

P.S.C. KY NO. 6

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CANCELLING P.S.C. KY NO. 5

	SHEET	NO.	107

# **RATES AND CHARGES**

# SCHEDULE MRSM - MEMBER RATE STABILITY MECHANISM

- 2. Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC): Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month equal to the amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
- 3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPIEC for the load provided to the Member is either the Big Rivers Large Industrial Tariff or the Big Rivers Large Industrial Expansion Tariff.

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE July 17, 2009 Month / Date / Year	JEFF R D EFOLJEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE " 7/'17/2:00\$
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FOR Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 108

CANCELLING P.S.C. KY NO. 5

SHEET NO. 108

# RATES AND CHARGES

## SCHEDULE RER – RURAL ECONOMIC RESERVE

#### Applicability

Entire service territory.

#### **Availability of Service**

This Rural Economic Reserve (RER) is a rider available to all rate schedules of JPEC for Members served from Non-Dedicated Delivery Points.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The RER rate applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$RER = \frac{W\_RER - O + U}{P(m) \times L}$$

Where;

RER = The Rural Economic Reserve Adjustment rate per kWh for the current month.

W\_RER = The Rural Economic Reserve amount credited by JPEC's wholesale power supplier on the power bill for the second month preceding the month in which the RER is applied.

P(m) = The kWh purchased in the second month preceding the month in which the RER is applied.

L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).

O = Any over recovery amount from the second preceding month.

U = Any under recovery amount from the second preceding month.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY _/s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE 77/17/2009
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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	TES AND CHARGES R – RURAL ECONOMIC RESERVE

 Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", "D" and for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is not served by a Dedicated Delivery Point.

DATE OF ISSUE August 15, 2009	
Month / Date / Year DATE EFFECTIVE July 17, 2009	KENTUCKY PUBLIC SERVICE COMMISSION
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols TITLE President & CEO	Bunt Kirtley
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>7/17/2009</b>
IN CASE NO. 2008-00010 DATED December 12, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	Community, Town or City P.S.C. KY NO6 SHEET NO110			
	CANCELLING P.S.C. KY NO. 5			
	SHEET NO110			
RATES AND CHARGES				
SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE				

#### **Applicable**

Applicable in all territory served.

#### **Availability of Service**

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

## **Conditions of Service**

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

DATE OF ISSUE	August 15, 2009			
		Month / Date / Yea		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Ye	ar J	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
TITLE President		G. Kelly Nuckols	Ì	Bunt Kuttey
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION			UILUILUUU	
IN CASE NO. 20	07-00116	DATED	June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	Community, Town or City			
	P.S.C. KY NO6			
	SHEET NO. 111			
	CANCELLING P.S.C. KY NO. 5			
	SHEET NO			
RATES AND CHARGES				
SCHEDULE G-1 - REN	EWABLE RESOURCE ENERGY SERVICE			

# **Monthly Rate**

(1) The rate for Renewable Resource Energy is the rate schedule applicable to service to a Member, plus a premium per kilowatt hour of Renewable Resource Energy contracted for as follows, subject to any adjustment, surcharge or surcredit that is or may become applicable under the Member's rate schedule:

	A Per Kilowatt Hour Premium Of
Rate Schedule "R" – Residential	\$0.036500
Rate Schedule "C-1" – Small Commercial Single Phase	\$0.036500
Rate Schedule "C-3" – Small Commercial Three Phase	\$0.036500
Rate Schedule "OL" – Outdoor Lighting	\$0.036500
Rate Schedule "D" – Commercial and Industrial Demand Less Than	3,000 kW \$0.036500
Rate Schedule "I-E" – Large Commercial and Industrial – Existing	\$0.041285
Rate Schedule "L" – Large Commercial and Industrial 3,000-5,000 k	W \$0.041285
Rate Schedule "L-E" – Large Industrial Member Expansion	\$0.041285
Rate Schedule "SPC-A"	\$0.036500
Rate Schedule "SPC-B"	\$0.036500

DATE OF ISSUE	August 15, 2009	
	Month / Date / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date / Year	JEFF R. DEROUEN
ISSUED BY /s/ G	. Kelly Nuckols	TARIFF BRANCH
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TITLE President	& CEO	Bunt Kirthy EFFECTIVE
IN CASE NO. 200	07-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

SHEET NO. 112

CANCELLING P.S.C. KY NO. 5

SHEET NO. 112

# RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

(2) Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

# Billing

Sales of Renewable Resource Energy are subject to the terms of service and payment of the Rate schedule under which Renewable Resource Energy is purchased.

DATE OF ISSUE August 15, 2009		
Month / Dat	te / Year	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008		JEFIF R. DEROUEN
Month / Da	ate / Year	EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols		TARIFF BRANCH
G. Kelly Nucl	kols	Bunt Kirtley
TITLE President & CEO		
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BY AUTHORITY OF ORDER OF THE PUBLIC SE	RVICE COMMISSION	6/25/2008
IN CASE NO. 2007-00116 DA	TED June 17, 2008	PURSUANT TO 807 KAK 5:011 SECTION 9 (1)



 Jackson Purchase Energy Corp.

 FOR
 Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

\_\_\_\_\_ SHEET NO. \_\_\_\_\_113

CANCELLING P.S.C. KY NO. 5

SHEET NO.	113

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# RATES AND CHARGES

SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

# **RENEWABLE ENERGY CONTRACT**

JPEC: JACKSON PURCHASE ENERGY CORPORATION

MEMBER:

MEMBER ACCOUNT NUMBER:

BEGINNING DATE OF RENEWABLE ENERGY SALE:

ENDING DATE OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN ONE YEAR AFTER THE BEGINNING DATE): \_\_\_\_\_, 20\_\_\_\_\_

NUMBER OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED:

JPEC agrees to sell, and Member agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with JPEC's Renewable Energy Rider, a copy of which Member has received from JPEC. The retail rate premium that will be added to Member's monthly bill for each 100 kWh block of Renewable Energy is <u>\$3.65</u>, or <u>\$</u>\_\_\_\_\_\_ in total per billing month based upon the number of blocks of Renewable Energy Member will purchase from JPEC, subject to any changes in JPEC's Renewable Energy Rider approved by the Kentucky Public Service Commission from time to time.

DATE OF ISSUE August 15, 200	9	terror and the second se	
	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 200	Month / Date / Year		JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols			TARIFF BRANCH
TITLE President & CEO	G. Kelly Nuckols		Bunt Kirtley
			EFFECTIVE
BY AUTHORITY OF ORDER OF TH	E PUBLIC SERVICE CO	DMMISSION	6/25/2008
IN CASE NO. 2007-00116	DATED Ju	une 17, 2008	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.           FOR         Entire Territory Served		
	Community, To	own or City
P.S.C. KY NO.	6	
	SHEET NO.	114
CANCELLING P	P.S.C. KY NO.	5
	SHEET NO.	

# RATES AND CHARGES

SCHEDULE G-1 - RENEWABLE RESOURCE ENERGY SERVICE

# **RENEWABLE ENERGY CONTRACT**

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

AGREED BY JPEC:

JACKSON PURCHASE ENERGY CORPORATION

BY:	
ITS:	
DATE:, 20	
AGREED BY MEMBER:	
BY:	
DATE:, 20,	·
DATE OF ISSUE August 15, 2009	
Month / Date / Year	KENTUCKY
DATE EFFECTIVE June 25, 2008	
Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	TARIFF BRANCH
G. Kelly Nuckols	D + Villen
TITLE President & CEO	Dum minug
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSIO	N 6/25/2008
IN CASE NO. 2007-00116 DATED June 17, 20	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp. Entire Territory Served

Community, Town or City

P.S.C. KY NO. 6

FOR

SHEET NO. 115

CANCELLING P.S.C. KY NO. 5

SHEET NO. 115

# TERMS AND CONDITIONS MEMBERS BILL OF RIGHTS

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

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

DATE OF ISSUE August 15	, 2009		
	Month / Date / Year		KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25,			JEFF R. DEROUEN EXECUTIVE DIRECTOR
	Month / Date / Year		TARIFF BRANCH
ISSUED BY /s/ G. Kelly Nuc	kols		
	G. Kelly Nuckols		Bunt Kirtley
TITLE President & CEO			EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE O	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED	June 17, 2008	

	Jackson Purchase Energy Corp. FOR Entire Territory Served
	Community, Town or City
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	SHEET NO116
TERMS	S AND CONDITIONS

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

DATE OF ISSUE	August 15, 2009			
		Month / Date / Year	r .	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008	Month / Date / Ye	ar	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	6. Kelly Nuckols			TARIFF BRANCH
		G. Kelly Nuckols	ŀ	Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE F	PUBLIC SERVICE	COMMISSION	6/25/2()08 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
P	P.S.C. KY NO. <u>6</u> SHEET NO. 117
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	SHEET NO117
RULES	S AND REGULATIONS

# (1) SCOPE

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

# (2) REVISIONS

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

# (3) SUPERSEDE PREVIOUS RULES AND REGULATIONS

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

# (4) SERVICE AREA

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

# (5) AVAILABILITY

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

DATE OF ISSUE	August 15, 2009		
_	Month / Date / Ye	ar	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEROUEN
	Month / Date / Ye	ear	EXECUTIVE DIRECTOR
ISSUED BY _/s/ G.	Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckols		Bunt Kirtley
TITLE President &	& CEO		_ EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVIC	E COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116 DATED	June 17, 2008	



Jackson Purchase Energy Corp. FOREntire Territory Served
Community, Town or City
P.S.C. KY NO6
SHEET NO118
CANCELLING P.S.C. KY NO. 5
SHEET NO118
RULES AND REGULATIONS

# (6) AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

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

# (7) APPLICATION FOR ELECTRIC SERVICE

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

# (8) MEMBERSHIP

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

#### (9) CONTINUITY OF SERVICE

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

DATE OF ISSUE August 15, 2009		KENTUCKY
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DATE EFFECTIVE June 25, 2008	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G. Kelly Nuckols	Monuty Date / Tear	TARIFF BRANCH
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TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PU	BLIC SERVICE COMMISSIC)	ן <b>6/2י5/2008</b> PURSUANT TO 807 אמול סטריר SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	<u>ιδ</u>

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	SHEET NO. 119
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For the purpose of making repairs to or changes in JPEC's facilities, JPEC may without incurring any liability therefore, suspend service for such period as may be required but will not inconvenience the Member unnecessarily. Whenever possible, JPEC will give reasonable notice to the Member prior to such suspension of service.

#### (10) EASEMENTS

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

#### (11) RIGHT OF ACCESS

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

#### (12) NO PREJUDICE OF RIGHTS

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

DATE OF ISSUE	August 15, 2009			
_	Month	/ Date / Yea	r	- KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN
	Month	n / Date / Ye	ar	EXECUTIVE DIRECTOR
ISSUED BY /s/ G	Kelly Nuckols			TARIFF BRANCH
	G. Kelly	Nuckols		Bunt Kirtley
TITLE President	& CEO			EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC	C SERVICE	COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	7-00116	DATED	June 17, 2008	



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RULES AND REGULAT	TONS		

### (13) NON-STANDARD SERVICE

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

#### (14) BILLING

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

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

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

DATE OF ISSUE	August 15, 2009		KENTLOKY
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DATE EFFECTIVE	June 25, 2008 Month / Date / Y	/ear	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ G	. Kelly Nuckols		TARIFF BRANCH
	G. Kelly Nuckois		Brent Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF	ORDER OF THE PUBLIC SERVIC	E COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 200	07-00116 DATED	June 17, 2008	

	Jackson Purchase Energy Corp.FOREntire Territory ServedCommunity, Town or City
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RULES	AND REGULATIONS

#### (15) DEPOSITS

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

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

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

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

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

DATE OF ISSUE August 15	, 2009	- KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
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TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	



Jackson Purchase Energy Corp.			
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CANCELLING P.S	5.C. KY NO.	5	
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# RULES AND REGULATIONS

# (16) LEVELIZED BILLING

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

Average Monthly kWh Usage =	Current month's kWh usage + Previous 11 months' kWh usage
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Average Monthly kWh Charge =	Average Monthly kWh Usage X Current Rate
Average Fionally Rwit charge -	Average Honally KWH osage X can che Rate
1/12 Previous kWh Charge Balance =	Previous kWh charge balance
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Current Levelized Amount (round to nearest dollar) = Average Monthly kWh Charge +/- 1/12 Previous kWh Charge Balance + Any Additional Fees Due

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

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

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

DATE OF ISSUE	August 15, 2009			
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DATE EFFECTIVE	June 25, 2008	onth / Date / Ye	2	- JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF	ORDER OF THE PUB	LIC SERVICE	COMMISSICIU	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 20	07-00116	DATED	June 17, 2008	

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RUL	ES AND REGULATIONS

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

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

# (17) PARTIAL PAYMENT PLAN

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

#### (18) LOCATION OF METERS

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

#### (19) METER TESTS

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	KIENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEIFF R. DIEROUJEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116 DATED June 17, 20	008

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#### **RULES AND REGULATIONS**

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

#### (20) SERVICES PERFORMED FOR MEMBERS

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

#### (21) RESALE OF POWER BY MEMBERS

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

#### (22) NOTICE OF TROUBLE

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

#### (23) POINT OF DELIVERY

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
TITLE President & CEO	EFFECTIVE
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IN CASE NO. 2007-00116 DATED June 17, 200	ß

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	SHEET NO. 125	
RULES AND REGULATIONS		

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

#### (24) FAILURE OF METER TO REGISTER

In the event a Member's meter should fail to register, the Member shall be billed from the date of such failure at the average consumption of the Member, based on the twelve (12) months period immediately preceding the failure and other information as deemed appropriate.

#### (25) MEMBER'S WIRING AND INSTALLATION

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

DATE OF ISSUE August 15, 2000	
DATE OF ISSUE August 15, 2009 Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JIEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS	ION 6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2	2005

	Jackson Purchase Energy Corp. FOR Entire Territory Served Community, Town or City
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RULE	S AND REGULATIONS

#### (26) FRANCHISE FEE

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

# (27) INSPECTIONS

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

# (28) PROTECTION OF JPEC EQUIPMENT

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

# (29) RELOCATION OF LINES

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

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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G. Kelly Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8



Jackson Purchase Energy Corp.			
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Community, Town or City			
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	SHEET NO. 127		

# **RULES AND REGULATIONS**

# (30) VOLTAGE FLUCTUATIONS CAUSED BY THE MEMBER

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

(31) REFUSAL OR TERMINATION OF SERVICE

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

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CEO	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 607 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8

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RULES AND	REGULATIONS
	s provided in 807 KAR 5:006, JPEC shall not be required who is indebted to JPEC for service furnished or other haid his/her indebtedness.

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

DATE OF ISSUE	August 15, 2009			- KENTUCKY
_	Month	/ Date / Yea	r T	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008			JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/2:5/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		
IN CASE NO. 200	7-00116	DATED	June 17, 2008	

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	Community, Town or City P.S.C. KY NO. <u>6</u> SHEET NO. <u>129</u>
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- For illegal use or theft of service. JPEC may terminate service to a Member without advance G. notice if it has evidence that the Member has obtained unauthorized service by illegal use or theft or if the meter or other equipment belonging to JPEC is tampered or interfered with. Within twenty-four (24) hours after such termination, JPEC shall send written notification to the Member of the reasons for termination or refusal of service upon which JPEC relies and of the Member's right to challenge the termination by filing a formal complaint with the Kentucky Public Service Commission. This right of termination is separate from and in addition to any other legal remedies which JPEC may pursue for illegal use or theft of service. JPEC shall not be required to restore service until the Member has complied with all tariffed rules of JPEC and laws and regulations of the Kentucky Public Service Commission. The Member supplied shall pay the amount JPEC estimates is due for service rendered but not registered on JPEC's meter and for such repairs and replacements as are necessary. In disconnecting the illegal service, actual cost to disconnect will be charged if it is required to be disconnected at the transformer. This actual cost, including overheads and transportation, shall be determined based on wages, as determined by collective bargaining agreement, at the time of the disconnect at the transformer.
- H. <u>Collection Fee.</u> Should a collection agent be dispatched by JPEC, a collection fee in accordance with the non-recurring fees as approved by JPEC's Board of Directors and the Kentucky Public Service Commission shall be added to the Member's bill to defray the cost of the collection agent and mileage to effect such collection. JPEC will make a collection charge only once in any billing period. This charge is to be made regardless whether the agent collects the amount due or disconnects the service.

# (32) TEMPORARY SERVICE

A Member requesting temporary service may be required to pay all cost of constructing, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, carnivals, fairs, camp meetings, etc., will be provided to Members making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit (amount to be determined by JPEC), for estimated consumption. Upon termination of temporary service, the payment made on estimated consumption will be adjusted to actual consumption and either a refund or additional billing will be issued to such temporary Member.

DATE OF ISSUE August 15, 2009		KENTUCKY
Ν	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Year	JEFF R. DEROUE:N EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116	DATED June 17, 20	8

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	SHEET NO30
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# (33) NEW SERVICE TO BARNS, CAMPS, PUMPS AND MISCELLANEOUS SERVICES NOT CONSIDERED PERMANENT PREMISES

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

# (34) DISTRIBUTION LINE EXTENSIONS

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

DATE OF ISSUE	August 15, 2009		- KENTUCKY
	Month / Date / Y	ear	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008		JEFF R. DEFOUEN
	Month / Date /	Year	TARIFF BRANCH
ISSUED BY /s/ G	. Kelly Nuckols		
	G. Kelly Nuckols		Bunt Kirtley
TITLE President	& CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/25/22008 PURSUANT TO 807 WAR 5:011 SECTION 9 (1)	
IN CASE NO. 200	07-00116 DATED	June 17, 2008	l





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

- Each Member receiving service under such extension will be reimbursed under the following plan:
  - Each year for a period of ten (10) years, which for purpose of this rule shall be the refund period, JPEC shall refund to the Member or Members who paid for the excess footage the cost of one thousand (1,000) feet of the extension in place for each additional Member connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid JPEC. No refund shall be made after the refund period ends. For additional Members connected to an extension or lateral from the distribution line, JPEC shall refund to any Member who paid for excessive footage the cost of one thousand (1,000) feet of line less the length of the lateral or extension. No refund shall be made to any Member who did not make the advance originally.
- C. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of extension. Each year for a period of ten (10) years, JPEC shall refund to applicant who paid for the extension, a sum equivalent to the cost of one thousand (1,000) feet of the extension installed for each additional Member connected during the year, but in no case shall the total amount refunded exceed the amount paid to JPEC. After the end of the refund period, no refund will be required.
- D. The applicant or applicants may elect to clear the right-of-way, to JPEC specifications, inspections and approval, to reduce the cost of the extension.
- E. The applicant or applicants shall grant the necessary easement for JPEC to construct lines off the original line extension to all adjacent property in order to receive a refund on the original deposit.

#### (35) DISTRIBUTION LINE EXTENSION TO MOBILE HOMES

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

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

DATE OF ISSUE August 15, 2009		KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 2008	

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Board of Directors and the Rules and Regulations as adopted and approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

- Β. A perpetual lease fee will be charged for extending service to an individual mobile home when т JPEC provides and installs the service termination pole (meter pole). This perpetual lease fee т shall be as stipulated within JPEC's Non-Recurring Tariff as approved by JPEC's board of directors т and the Kentucky Public Service Commission. This perpetual lease fee is in addition to the т advance for construction fees listed below and shall be payable prior to connection of service. Т Т The meter pole thus furnished shall remain the property of JPEC. JPEC shall provide and install all meter poles. JPEC shall be responsible for all maintenance associated with meter poles or JPEC Т provided hardware attached to meter poles. JPEC shall not be responsible for any maintenance Т Т associated with Member's service equipment attached to JPEC's meter pole. Upon termination of service, lease shall terminate or transfer to new Member. Т
- C. All extensions of up to three hundred (300) feet from the nearest distribution facility shall be made without charge.

D. For extensions greater than three hundred (300) feet and less than one thousand (1,000) feet from the nearest distribution facility, JPEC may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond three hundred (300) feet.

- 1. This advance shall be refunded to the Member over a four (4) year period in equal amounts for each year the service is continued.
- 2. If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another not take its place within sixty (60) days or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
- 3. No refunds shall be made to any Member who did not make the advance originally.
- E. For extensions beyond one thousand (1,000) feet from the nearest distribution facility, JPEC may charge, in addition to the charges and refunds listed in Item 35, Section D above, an advance equal to the reasonable costs incurred by it for that portion of the service. Beyond one thousand (1,000) feet the extension shall conform to Item (34), Section B, above and shall conform to 807 KAR 5:041 Section 11.
- F. The Member requesting service may clear right-of-way for initial installation, to JPEC specifications, inspections and approval, in order to reduce cost.

DATE OF ISSUE September	27, 2010	KENTUCKY
	Month / Date / Year	PUBLIC SERVICE COMMISSION
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- G. All mobile homes not on a foundation and/or not connected to sanitary sewer, septic system or disposal field shall be considered in a readily removable condition and will be considered as a temporary service.
- H. Mobile homes which are located in an established Mobile Home park or placed on a permanent foundation, with the transport equipment removed (axel(s) and tongue), and connected to a sanitary sewer system, septic tank or disposal field as required by the Commonwealth of Kentucky, shall be considered as a permanent home.

#### (36) EXTENSION OF UNDERGROUND SERVICE AND PRIMARY

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

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

DATE OF ISSUE August 15, 2009	1	KENTUOKY
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DATE EFFECTIVE June 25, 2008		JEFF R. DEROUEN EXECUTIVE DIRECTOR
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TITLE President & CEO		EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBL	IC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116	DATED June 17, 200	8

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2.	Long radius elbows or bends shall be single run of conduit shall be limited to bends.			
3.	JPEC furnished equipment, such as vau			
4. 5	Pull string of sufficient strength to allow			

- 5. JPEC will provide the riser and any junction or pull vaults. The conduit system shall be installed to meet all applicable codes and regulations and JPEC specifications. JPEC reserves the right to inspect any conduit system during installation and prior to backfilling of trench(es) by Applicant/Member. JPEC shall not accept an Applicant/Member installed conduit system unless inspection was made by JPEC prior to backfilling any trench.
- 6. Upon acceptance of the conduit system by JPEC, JPEC shall assume ownership, liability, and future maintenance of the conduit system.

F. <u>Secondary or Service Extensions</u>. Applicant/Member shall install a suitable conduit system for the installation by JPEC of its secondary/service cables. The conduit system may include:

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	JEFF R. DEROUEN
Month / Date / Year	EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 200	8

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

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

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

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

### (37) CONNECTION OR RECONNECTION OF SERVICE

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

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

### (38) RETURNED CHECKS

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

DATE OF ISSUE	August 15, 2009		KENTUCKY
	Month / Date	/ Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	June 25, 2008 Month / Date	/ Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		SION 6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	
IN CASE NO. 2007	7-00116 DAT	ED June 17	, 2008

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#### RULES AND REGULATIONS

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

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

# (39) MONITORING OF MEMBER USAGE

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

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

DATE OF ISSUE August 15, 2009	KENTUCKY
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008 Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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IN CASE NO. 2007-00116 DATED	June 17, 2008

	Jackson Purchase Energy Corp. FOREntire Territory Served Community, Town or City
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RULE	S AND REGULATIONS

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

# (40) JOINT USE AND ATTACHMENTS

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

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

(41) COMPLAINTS

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

DATE OF ISSUE August 15, 2009	
Month / Date / Year	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 25, 2008	EXECUTIVE DIRECTOR
Month / Date / Year	TARIFF BRANCH
G. Keliy Nuckols	Bunt Kirtley
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	6/25/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. 2007-00116 DATED June 17, 2008	8