

P.S.C. NO. 5

Original SHEET NO.

CANCELLING P.S.C. NO.

 SHEET NO.

Shelby Rural Electric Cooperative Corporation

Shelbyville, Kentucky
Name of Issuing Corporation

Attachment A to Rate GS-1

CLASSIFICATION OF SERVICE

OFF-PEAK RETAIL MARKETING RATE (ETS)

RAT
PER U

Fuel Adjustment Charge

All rates are applicable to the Fuel Adjustment Clause and may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed ten percent (10 %) and is based on a twelve (12) month moving average of such losses. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5:01,
SECTION 9 (1)

BY: Steve Miller
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE January 23, 1989 DATE EFFECTIVE March 1, 1989

ISSUED BY Thomas B. [Signature] TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. 89-019 dated February 24, 1989

SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION
OFF-PEAK ELECTRIC THERMAL STORAGE HEATING
C O N T R A C T

The agreement made and entered into between Shelby Rural Electric Cooperative Corporation (hereinafter called "Shelby") and _____

_____ (hereinafter called "Member")

W I T N E S S E T H:

That in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- (1) Member to purchase an electric thermal storage heating unit(s) (hereinafter called E.T.S. unit(s) from Shelby, or, if purchased directly from another party, a unit(s) that is approved by Shelby.
- (2) Member agrees to install the E.T.S. unit themselves making the necessary modifications of existing wiring as specified by Shelby at the sole cost of the member. Installation must be inspected. (OR)
 a. Member agrees for Shelby and/or representative to modify such existing wiring, including the right to add or replace necessary wiring and equipment in the residence to accommodate an E.T.S. unit(s).
 b. The cost of all labor and materials will be bid at reasonable cost and paid by the member.
- (3) Shelby shall install the E.T.S unit(s) at no cost to member, other than as set out in paragraphs one (1) and two (2) above.
- (4) After installation of the unit(s), Shelby guarantees a minimum of ten (10) hours off-peak storage availability per day during a seven (7) month heating season of October through April for ten (10) years from the date of installation. PUBLIC SERVICE COMMISSION
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- (5) Shelby further guarantees that the rate for energy used by off-peak E.T.S. unit(s) shall be discounted no less than forty percent (40%) below the lowest cost rate block for regular residential service for ten (10) years from date of installation. PURSUANT TO ORDER NO. 5:011,
PUBLIC SERVICE COMMISSION MANAGER
- (6) Shelby fully warrants parts and service on E.T.S. unit(s) for three (3) years from date of installation. Service, under this provision, shall be limited to normal working hours. Service on the remaining seven (7) years of the contract will be provided by Shelby personnel or Shelby representatives at member's expense. Shelby will continue to service E.T.S. unit(s) beyond the

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(cont.)

- (6) initial ten (10) year period only if such service cannot be readily obtained in the local marketplace.
- (7) Installed E.T.S. unit(s) are considered permanent installations. Relocation of installed units inside or outside the home will void the free parts and service portion of the warranty. However, Shelby personnel or representatives will assist member in relocating E.T.S. unit(s) at member's expense. The assistance is offered solely to minimize damage to E.T.S. unit(s).
- (8) Member agrees to participate in any electrical load control program initiated by the cooperative that insures a minimum of ten (10) hours per day charging time for E.T.S. unit(s).
- (9) The rate discount offered herein may be transferred or assigned to another consumer of Shelby who resides in, rents, leases, or purchases a residence equipped with approved E.T.S. unit(s) providing such consumer abides by the terms of this contract and accompanying tariff.
- (10) Shelby retains the right to periodically inspect E.T.S. unit(s) installations through its employees or representatives.
- (110) Discounted rates for E.T.S. energy used is contingent upon modified wiring, equipment, and/or timing devices operating as designed by Shelby employees or representatives. In the event such operation is circumvented by cause other than negligence by authorized installers or defects in materials and/or equipment, a forty percent (40%) penalty above the last block of the regular residential rates shall apply to all E.T.S. energy used.
- (12) All modifications, additions, or replacements to existing wiring and equipment done by Shelby employees or representatives will be done in accordance with safety standards as outlined in the "National Electric Code" and will be inspected by local State electrical inspector prior to being energized. Shelby, its employees or representatives shall not be held liable for any damages resulting from the use of E.T.S. unit(s), and member shall indemnify and save Shelby harmless therefrom.
- (13) Member agrees to pay Shelby the sum of \$ _____
_____. Twenty-five percent (25%) of the total
payment or \$ _____ is to be
paid upon acceptance of this contract by member and the balance is to be paid
when all equipment and materials are set in place and ready for use.

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SECTION 9(1)
BY: _____
PUBLIC SERVICE COMMISSION

This the _____ day of _____, 19 _____.

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SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION

BY: _____
(RECC personnel/representative)

BY: _____
(Member)

Member Acct # _____

Address: _____

Meter # _____

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PURSUANT TO KY STATUTE 5:011,
SECTION 9 (1)

BY: George A. Lee
PUBLIC SERVICE COMMISSION MANAGER