

Form for filing rate schedules

FOR: ENTIRE TERRITORY SERVED
P.S.C. KY. NO. 5

SOUTH KENTUCKY R.E.C.C.
SOMERSET, KENTUCKY 42501

* APPENDIX D *

OFF-PEAK ELECTRIC THERMAL STORAGE HEATING CONTRACT

This agreement made and entered into between SOUTH KENTUCKY RURAL
ELECTRIC COOPERATIVE CORPORATION (hereinafter called "SOUTH KENTUCKY")

AND _____

(Hereinafter called "MEMBER", whether singular or plural)

WITNESSETH:

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 ETS unit(s) from South Kentucky.
 - a. Member agrees for South Kentucky and/or representatives to
modify such existing wiring, including the right to add or
replace necessary wiring and equipment in the residence to
accommodate ETS unit(s).
 - b. The cost of all labor and material will be at the members'
expense.
2. Member may purchase an ETS unit(s) from other source ^{PURSUANT TO P.S.C. 5:011,} but must
agree to the special metering and wiring specifications set forth
by South Kentucky before special discounted electric rates can be
granted. ^{PUBLIC SERVICE COMMISSION OF KENTUCKY}
3. After installation of the unit(s) South Kentucky guarantees a
minimum of ten (10) hours off-peak storage availability per day
during the seven (7) month heating season of October through April
for ten (10) years from the date of installation.

DATE OF ISSUE: December 7, 1988

DATE EFFECTIVE: December 1, 1988

ISSUED BY: _____

J. Keith Slaw

PRESIDENT/GEN. MGR.

Issued by authority of an order of the Public Service Commission of
Kentucky in Case No. 10383 Dated November 28, 1988.

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SOMERSET, KENTUCKY 42501

* APPENDIX D *

- 4. South Kentucky further guarantees that the rate for energy used by off-peak ETS unit(s) shall be discounted no less than forty percent (40%) below the lowest cost rate block for regular residential or small commercial services for ten (10) years from date of installation.
- 5. South Kentucky fully warrants parts and service on ETS unit(s) purchased from South Kentucky for three (3) years from date of installation.

Service availability on the remaining seven (7) years of the contract will be guaranteed by South Kentucky at the member's expense.

South Kentucky will continue to service ETS unit(s) beyond the initial ten (10) year period only if such service can not be readily obtained in the local marketplace.

- 6. Installed ETS 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 unless the reinstallation is done by an ETS certified installer. *RECOMMENDED NOT TO MOVE HEATERS UNLESS ABSOLUTELY NECESSARY.*
- 7. Member agrees to participate in any electronic load control program initiated by South Kentucky that insures a minimum of ten (10) hours per day charging time for ETS unit(s).
- 8. The rate discount offered herein may be transferred or assigned to another consumer of South Kentucky who resides in the same lease, or purchases a residence equipped with approved ETS unit(s) providing such consumer abides by the the terms of this contract and accompanying tariff.
- 9. South Kentucky retains the right to periodically inspect ETS unit(s) installations through its' employees or representatives.

PUBLIC SERVICE COMMISSION
KENTUCKY
DEC 7 1988
PURSUANT TO 207 KAR 011,
SECTION 9(1)
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: December 7, 1988

DATE EFFECTIVE: December 1, 1988

ISSUED BY: J. Keith Sloan

PRESIDENT/GEN. MGR.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 10383 Dated November 28, 1988.

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SOMERSET, KENTUCKY 42501

* APPENDIX D *

- 10. Discounted rates for ETS energy used is contingent upon modified wiring, equipment, and/or timing devices operating as designed by South Kentucky employees or representatives. In the event such operation is circumvented by cause other than negligence by authorized installers or defects in material and/or equipment, a forty percent (40%) penalty above the last block of the regular residential or small commercial rates shall apply to all ETS energy used.
- 11. All modifications, additions, or replacement to existing wiring and equipment will be done in accordance with safety standards as outlined in the "National Electric Code".

South Kentucky, its' employees or representatives shall not be held liable for any damages resulting from the use of ETS unit(s) and members shall indemnify and save South Kentucky harmless therefrom.

This _____ day of _____ 19_____.

SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION

By: _____
(Employee/Representative)

Member # _____ MEMBER: PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Location # _____

Meter # _____ Address: DEC 1 1988

PURSUANT TO 207 KAR 5:011,
SECTION 9(1)
Telephone: BY: Shawn A. Hill
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: December 7, 1988 DATE EFFECTIVE: December 1, 1988

ISSUED BY: J. Keith Sloan PRESIDENT/GEN. MGR.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 10383 Dated November 28, 1988.

C9-89

Form for filing rate schedules

FOR: ENTIRE TERRITORY SERVED
P.S.C. KY. NO. 5
1st REVISED SHEET NO.15.5
CANCELLING P.S.C. KY. NO.5
ORIGINAL SHEET NO. 15.5

SOUTH KENTUCKY R.E.C.C.
SOMERSET, KENTUCKY 42501

* CLASSIFICATION OF SERVICE *

ELECTRIC THERMAL STORAGE HEAT RATE (EXPERIMENTAL) SCHEDULE ETS

APPLICABLE: In all territory served by the seller.

AVAILABILITY: Available for a two (2) year period on an experimental basis, to no more than the first 250 consumers of the Cooperative who apply on a voluntary basis and who are eligible for this tariff. Any member is eligible for this tariff, who is presently being billed on RESIDENTIAL, FARM AND NON - FARM SERVICE, SCHEDULE A, or who qualify under SCHEDULE A, provided a Contract (copy attached) is executed.

TYPE OF SERVICE: Single-Phase, 60 cycle at available secondary voltage.

RATES PER MONTH:

METER NO. 1, All usage except that registered on ETS Meter No. 2.

Consumer Charge - No KWH usage.....		\$5.25	
Energy Charge:			
First	700 KWH per month @.....	0.05939	(B) R
All Over	700 KWH per month @.....	0.05327	(B) R

METER NO. 2, All usage through the E.T.S. Heat Unit.

Energy Charge:			
All KWH used per month @.....		\$0.03133	(B) R

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B following these tariffs.

MINIMUM CHARGE: The minimum monthly charge shall be the "Consumer Charge - No KWH Usage" as stated in rates per month. PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

TERMS OF PAYMENT: The rates stated are net. BY: *J. Beoghagan*

CONDITIONS OF SERVICE: As stated in Contract (copy attached).

DATE OF ISSUE: MAY 28, 1987 DATE EFFECTIVE: MAY 1, 1987

ISSUED BY: *J. Keith Sloan*, MANAGER
SOUTH KENTUCKY R.E.C.C., P. O. BOX 910, SOMERSET, KENTUCKY 42501

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 9757 Dated April 28, 1987.

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SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE
CORPORATION OFF-PEAK ELECTRIC THERMAL STORAGE
HEATING CONTRACT

THIS AGREEMENT MADE AND ENTERED INTO BETWEEN SOUTH KENTUCKY RURAL
ELECTRIC COOPERATIVE CORPORATION (HEREINAFTER CALLED "SOUTH KENTUCKY")

AND _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

(HEREINAFTER CALLED "MEMBER", WHETHER SINGULAR OR PLURAL),

WITNESSETH:

DEC 16 1986

THAT IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS
HEREINAFTER SET FORTH THE PARTIES AGREE AS FOLLOWS:

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: *J. Seeghegan*

(1) MEMBER TO PURCHASE AN ELECTRIC THERMAL STORAGE HEATING UNIT(S)
(HEREINAFTER CALLED E.T.S. UNIT(S)) FROM SOUTH KENTUCKY AT COST, OR, IF
PURCHASED DIRECTLY FROM ANOTHER PARTY, A UNIT(S) THAT IS APPROVED BY
SOUTH KENTUCKY.

(2) MEMBER AGREES TO THE MODIFICATION OF EXISTING WIRING IN HIS
RESIDENCE AS RECOMMENDED BY SOUTH KENTUCKY AT THE SOLE COST OF THE
MEMBER. IN THE ALTERNATIVE, MEMBER AGREES FOR SOUTH KENTUCKY TO MODIFY
SUCH EXISTING WIRING, INCLUDING THE RIGHT TO ADD OR REPLACE NECESSARY
WIRING AND EQUIPMENT IN THE RESIDENCE TO ACCOMODATE AN E.T.S. UNIT(S)
AT SOUTH KENTUCKY'S COST AS PREDETERMINED FOR THE MEMBER.

(3) SOUTH KENTUCKY 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), SOUTH KENTUCKY GUARANTEES A
MINIMUM OF TEN (10) HOURS OFF-PEAK STORAGE AVAILABILITY PER DAY DURING
THE SEVEN (7) MONTH HEATING SEASON OF OCTOBER THROUGH APRIL FOR TEN
(10) YEARS FROM THE DATE OF INSTALLATION.

(5) SOUTH KENTUCKY 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.

(6) SOUTH KENTUCKY FULLY WARRANTS PARTS AND SERVICE ON E.T.S.
UNIT(S) FOR THREE (3) YEARS FROM DATE OF INSTALLATION. SERVICE ON THE
REMAINING SEVEN (7) YEARS OF THE CONTRACT WILL BE PROVIDED BY SOUTH
KENTUCKY PERSONNEL OR SOUTH KENTUCKY REPRESENTATIVES AT COST. SOUTH
KENTUCKY WILL CONTINUE TO SERVICE E.T.S. UNIT(S) BEYOND THE INITIAL TEN
(10) YEAR PERIOD ONLY IF SUCH SERVICE CANNOT BE READILY OBTAINED IN THE
LOCAL MARKETPLACE.

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(7) INSTALLED E.T.S. UNITS ARE CONSIDERED PERMAMENT INSTALLATIONS. RELOCATION OF INSTALLED UNITS INSIDE OR OUTSIDE THE HOME WILL VOID THE FREE PARTS AND SERVICE PORTION OF THE WARRANTY. HOWEVER, SOUTH KENTUCKY PERSONNEL OR REPRESENTATIVES WILL ASSIST MEMBER IN RELOCATING E.T.S. UNIT(S) AT ACTUAL COSTS. THIS ASSISTANCE IS OFFERED SOLELY TO MINIMIZE DAMAGE TO E.T.S. UNIT(S).

(8) MEMBER AGREES TO PARTICIPATE IN ANY ELECTRONIC LOAD CONTROL PROGRAM INIATIATED 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 SOUTH KENTUCKY 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) SOUTH KENTUCKY RETAINS THE RIGHT TO PERIODICALLY INSPECT E.T.S. UNIT(S) INSTALLATIONS THROUGH ITS EMPLOYEES OR REPRESENTATIVES. SUCH INSPECTIONS SHALL BE CONDUCTED AFTER REASONABLE NOTICE TO THE MEMBER.

(11) DISCOUNTED RATES FOR E.T.S. ENERGY USED IS CONTINGENT UPON MODIFIED WIRING, EQUIPMENT, AND/OR TIMING DEVICES OPERATING AS DESIGNED BY SOUTH KENTUCKY EMPLOYEES OR REPRESENTATIVES. IN THE EVENT SUCH OPERATION IS CIRCUMVENTED BY CAUSE OTHER THAN NEGLIGENCE BY AUTHORIZED INSTALLERS OR DEFECTS IN MATERIAL 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 SOUTH KENTUCKY'S EMPLOYEES OR REPRESENTATIVES WILL BE DONE IN ACCORDANCE WITH SAFETY STANDARDS AS OUTLINED IN THE "NATIONAL ELECTRIC CODE". SOUTH KENTUCKY, 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 SOUTH KENTUCKY HARMLESS THEREFROM.

THIS THE _____ DAY OF _____, 19_____.

SOUTH KENTUCKY RURAL ELECTRIC PUBLIC SERVICE COMMISSION
COOPERATIVE CORPORATION OF KENTUCKY
EFFECTIVE

BY: _____ DEC 16 1986

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

BY: *J. Blaghen*

MEMBER
NO. _____

MEMBER:

LOCATION
NO. _____

M.R.
NO. _____

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