

PSC KY No. 9

Cancels PSC KY No. 8

SHELBY ENERGY COOPERATIVE, INC.

of

**620 Old Finchville Road
Shelbyville, Kentucky 40065
www.shelbyenergy.com**

RATES, RULES AND REGULATIONS FOR FURNISHING SERVICE

at

Counties of:

Shelby, Henry, Trimble, Carroll, Owen, Franklin,
Oldham, Jefferson, Spencer and Anderson

Filed with the PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued: April 26, 2013

Effective: October 1, 2013

Issued By: *Debra J. Martin*

Debra J. Martin

Title: President and CEO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

10/1/2013

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

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 201

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

1. SCOPE

This schedule of Rules and Regulations is hereby made a part of all contracts for electric service received from Shelby Energy Cooperative Inc., hereinafter referred to as the Cooperative, and applies to all service received, whether such service is based upon a contract, agreement, signed application, or otherwise. No employee or director of the

- (T) Cooperative is permitted to make an exception to rates and rules. The Rules and Regulations
- (T) are on file at the Cooperative's office and a copy may be obtained from Cooperative
- (T) personnel or from the website at: www.shelbyenergy.com. All Rules and Regulations shall
- (T) be in effect to the extent they do not conflict with Public Service Commission Rules and Regulations.

DATE OF ISSUE April 24, 2013
MONTH / DATE / YEAR

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MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 202

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

2. REVISIONS

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

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 203

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1st Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

3. SERVICE AREA

The Cooperative furnishes electric power supplied in portions of Shelby, Henry, Trimble, Carroll, Oldham, Franklin, Owen, Spencer, Anderson, and Jefferson Counties.

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PSC KY NO. 9

Original SHEET NO. 204

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

4. AVAILABILITY

Available to all members of the Cooperative as specified in the tariff sheets and classifications of service.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 205

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 1

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

5. AVAILABILITY OF SERVICE TO DELINQUENT MEMBERS

- (T) The Cooperative will not provide service to any member, or potential member, who is
- (T) indebted to the Cooperative for service provided until payment of such indebtedness has been
- (T) made. If an application is received by a person residing with a delinquent member at the premises where power 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.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 206

CANCELLING PSC KY NO. 8

Original SHEET NO. 2

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

6. EASEMENTS

(T) Each member, together with his/her spouse and all other real estate title owners, shall grant or convey to the Cooperative, without cost, any permanent easements reasonably required by the Cooperative to provide or improve electric service to that member for the installation, maintenance, and operation of the Cooperative'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 such easements shall constitute grounds for discontinuing service.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 207

CANCELLING PSC KY NO. 8

Original SHEET NO. 2

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

7. RIGHT OF ACCESS

- (T) Each member shall, at the time of application, provide the Cooperative with all necessary
- (T) electrical permits and shall sign, at no cost to the Cooperative, recordable right-of-way
- (T) easements on the member's property furnished by the Cooperative. No member will receive
- (T) service until all required easements have been provided to the Cooperative. The Cooperative
- (T) shall at all reasonable hours and during emergency and outage situations have access to
- (T) meters, service connections, power lines and other property owned by the Cooperative and
- (T) located on the member's premises for purposes of placing, locating, building, constructing,
- (T) operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending, and
- (T) maintaining on, over, or under such lands and premises, or removing from its electrical
- (T) distribution system, new or existing lines, wires, poles, anchors, and other necessary parts.

- (T) Any employee or agent of the Cooperative whose duties require entry onto or into the
- (T) member's premises shall wear a distinguishing uniform, insignia and possess a badge or
- (T) other credentials identifying the person as an employee or agent of the Cooperative. The
- (T) method of identification must be shown to the member upon request.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 208

CANCELLING PSC KY NO. 8

Original SHEET NO. 2

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

8. NO PREJUDICE OF RIGHTS

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

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PSC KY NO. 9

Original SHEET NO. 209

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

9. APPLICATION FOR ELECTRIC SERVICE (T)

(T) Application for service may be made in person or by telephone, fax, mail, e-mail or any other
(T) method approved by the Cooperative. Each prospective member desiring electric service
(T) shall be required, at the time of application for service, to sign the Cooperative's "Application
(T) for Membership and Electric Service" ("Application") and, where applicable for large
(T) commercial or industrial accounts, sign a contract pertaining to their particular service. The
(T) prospective member must provide the Cooperative with all necessary electrical permits and
(T) fully executed rights-of-way easements for the applicable property, provide all necessary
(T) load information, pay any required deposit, furnish his/her social security number or federal
(T) tax identification number, telephone number, permanent mailing address, place of
(T) employment, date of birth, name of spouse and e-mail address (if any).

(N) Should a prospective member decline to provide the personal data necessary to process a
(N) credit report, the member shall be required to appear in person at an office of the Cooperative
(N) and provide two forms of photo-identification such as a US passport, state-issued driver's
(N) license or state/federal-issued identification card, signs the Cooperative's Application for
(N) Membership and Electric Service and pays a cash deposit. The photo-identifications must be
(N) current and not expired.

(N) When service is not requested in person and the personal data is provided to process a credit
(N) report, the prospective member will be advised that the Application must be completed,
(N) signed and received by the Cooperative within fifteen (15) days, following the connect
(N) date of service, in order to avoid interruption of service.

(N) A copy of the Application along with a letter notifying the prospective member of the fifteen
(N) (15) day deadline will be mailed to the address provided by the member on the day service
(N) was requested. Should the member's executed Application not be received by the
(N) Cooperative within the fifteen (15) day period, service shall be terminated.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 210

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

10. MEMBERSHIP

(T) Only one person or entity may be a member for a service meter, and no member may hold more than one membership in the Cooperative. Discontinuance of service will automatically terminate membership. Membership is not transferable from one member to another.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 211

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

11. CONTINUITY OF SERVICE

(T) The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electrical power and energy, but if such a supply should fail or be interrupted or become defective through an act of God, or the public enemy, or by accident, strikes or labor troubles, or by action of the elements or by a delay in securing right-of-way easement(s), or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 212

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Shelby Energy Cooperative, Inc.

Shelbyville, Kentucky

(NAME OF UTILITY)

RULES AND REGULATIONS

12. SERVICES PERFORMED FOR MEMBERS (N)

- (N) Cooperative employees and representatives are prohibited from making repairs or performing
- (N) services to the member's equipment or property except in cases of emergency. When such
- (N) emergency services are performed, the member will be charged for such service(s) at the rate
- (N) of time and material(s) used.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 213

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 3

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

13. NON-STANDARD SERVICE

- (T) The member shall pay the cost of any special installation necessary to meet the requirements
- (T) for service at other than standard voltage for like services within a member class, or for the
- (T) supply of different voltage regulation other than that required by standard practices.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 214

CANCELLING PSC KY NO. 8

Original SHEET NO. 4

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

14. BILLING

(T) The Cooperative's billing period and billing procedures are as specified in the applicable rate schedule/tariff for electric service. Failure to receive the bill will not release the member from payment obligation.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 215

CANCELLING PSC KY NO. 8

Original SHEET NO. 4

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS

(T) The Cooperative may require a minimum cash deposit or other guaranty to secure payment of bills except for members qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the member's bill.

(N) Members filing bankruptcy shall be required to pay a cash deposit within twenty (20) days upon notification of the bankruptcy proceedings which will apply to a new account; a final bill will be calculated on the existing account and the existing deposit, if any, will be credited to the existing account immediately.

(T) A. Residential Deposit

(T) The cash deposit may be waived upon a residential member showing a satisfactory payment record which is no more than two (2) delinquent payments within a twelve (12) month period with the Cooperative or a satisfactory score from a credit reporting agency. Required deposits will be returned after one (1) year if the member has established a satisfactory payment record for that period. If a deposit has been waived or returned and the member fails to maintain a satisfactory payment record, a deposit may then be required.

(T) The Cooperative may require a deposit in addition to the initial deposit if the member's payment record is not satisfactory or the classification of service changes, but the additional deposit will not cause the overall deposit to exceed 2/12ths of the member's actual or estimated annual bill where bills are rendered monthly. An annual review of residential services with one (1) year of payment history may be

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 215.1

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS (continued)

- (T) performed and any account failing to maintain a satisfactory payment record may
- (T) have a deposit calculated and charged to the account. If a deposit on record differs
- (T) from the recalculated amount by more than \$10.00 for a residential member, the
- (T) Cooperative may collect any underpayment and shall refund any overpayment by
- (T) check or credit to the member's bill. The member will be notified of any deposit
- (T) increase or decrease that is applicable following the review. No refund will be made
- (T) if the member's bill is delinquent at the time of the recalculation.

- (N) If a decrease to the deposit amount on record is applicable, the credit for the amount
- (N) will be applied to the member's account with the next billing period following
- (N) notification. If an increase to the deposit is necessary, an adjustment for the
- (N) applicable amount will be applied to the consumer's account at the next billing period
- (N) but no sooner than thirty (30) days following the notification.

- (T) Upon termination of service, the deposit, including any unpaid interest, will be
- (T) credited to the final bill with any remainder refunded to the member .

- (T) A residential member's deposit will be based upon actual usage of the member at the
- (T) same or similar premises for the most recent 12-month period, if such information is
- (T) available. If usage information is not available, the deposit will be based on the
- (T) average bills of similar residential members and premises in the system or the energy
- (T) needs of the service location. The deposit amount shall be equal to 2/12 of the
- (T) residential member's actual or estimated annual bill where bills are rendered monthly.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 215.2

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS (continued)

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

- (T) 1. Previous payment history with the Cooperative.
- (T) 2. Whether the member has filed bankruptcy proceedings within the last seven (7) years.
- (T) 3. Whether the member has a satisfactory credit record and rating as reported by credit bureaus/agencies.

(T) B. Commercial/Industrial Deposit

(N) No waivers of a cash deposit will be granted for commercial/industrial accounts
(N) unless an irrevocable bank letter of credit or surety bond is obtained. Security
(N) deposits will be retained for the life of the account. Interest will be paid on the deposit
(N) as prescribed by KRS 278.460 and credited to the account annually. Upon
(N) termination of service, the deposit, including any unpaid interest, will be credited to
(N) the final bill with any remainder refunded to the member.

(N) A commercial/industrial member's deposit will be based on the energy needs of the
(N) service location. The deposit amount shall be equal to 2/12 of the member's actual
(N) or estimated annual bill where bills are rendered monthly. The Cooperative may
(N) require a deposit in addition to the initial deposit if the member's classification of
(N) service changes or if there is a substantial change in usage as provided in 807 KAR
(N) 5:006, Section 8(3).

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SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 215.3

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

15. DEPOSITS (continued)

- (T) If a residential or commercial/industrial deposit is held longer than eighteen (18) months, the
- (T) deposit will be recalculated at the member's request based on the member's actual usage. If
- (T) the deposit on account differs from the recalculated amount by more than \$10.00 for a
- (T) residential member or 10% for a non-residential member, the Cooperative may collect any
- (T) underpayment and shall refund any overpayment by check or credit to the member's bill. No
- (T) refund will be made if the member's bill is delinquent at the time of the recalculation.

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
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RULES AND REGULATIONS

16. BUDGET BILLING PLANS (N)

(N) The Cooperative offers two budget billing plans for residential members who desire to
(N) pay a fixed or an approximated monthly amount in lieu of monthly billings for actual usage:
(N) (1) Levelized Budget Billing Plan and (2) Fixed Budget Billing Plan. Any member who
(N) qualifies may be placed on either budget billing plan during any month of the year. The
(N) monthly budget amount will be determined by the Cooperative and will be a minimum of
(N) 1/12 of the estimated annual usage. The monthly budget amount will be subject to review and
(N) adjustment during the budget year.

(N) The budget year for both budget billing plans will commence during the month following the
(N) member's request for budget billing. Requests for the budget plans will be accepted during all
(N) months of the year. The settlement month for the Fixed Budget Plan will be during the
(N) twelfth month of billing. There is no specific settlement month for the Levelized Budget Plan
(N) as the account is adjusted/levelized monthly by a small amount.

(N) Under either budget billing plan, if the member fails to pay the bill as rendered under the
(N) budget plan, the Cooperative reserves the right to revoke the plan, restore the member to
(N) regular billing and require immediate payment of any deficiency.

(N) Upon cancellation of either budget billing plan, by the member or by the Cooperative, the
(N) total outstanding account balance is then due.

(N) Failure to receive a monthly bill, in no way, exempts the member from the provisions of
(N) these terms and conditions.

(N) A. Fixed Budget Plan

(N) The member's annual usage is divided by eleven (11) and to this amount is added
(N) any applicable outdoor light charges. This total amount is used as the initial

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Original SHEET NO. 6

RULES AND REGULATIONS

16. BUDGET BILLING PLANS (continued)

(N) fixed amount billed each month. Using 1/11th as the budget amount instead of 1/12th
(N) allows for small increases in usage to occur without adjusting the budget amount. The
(N) budget amount may be adjusted up or down during the budget year if usage indicates
(N) that the account will not be current upon payment of the last budget amount. The last
(N) bill of the budget year will bring the member's account to a current status.

(N) After establishing twelve (12) months of actual history at a service location and
(N) payment of any outstanding account balance, a member may transfer from the Fixed
(N) Budget Plan to the Levelized Budget Plan.

(T) B. Levelized Budget Plan

(T) This plan is only available if the member has had service at the location for at least
(T) twelve (12) months. The member's last eleven month's actual usage plus the current
(T) month's usage are totaled and divided by twelve. To this amount is added 1/12th of
(T) any applicable outdoor light charges. As budget data accumulates on the Levelized
(T) Budget Plan, 1/12th of any budget plan overage/arrearage, to date, is deducted/added
(T) to the total amount. The resulting amount is rounded to the nearest whole dollar. This
(T) is the amount billed as the current month's levelized budget amount.

(T) The amount is recomputed monthly and will fluctuate based upon the member's
(T) changing usage. The account will self-adjust to a near current status during the budget
(T) year, provided there are no abnormal deviations in the member's usage. No other
(T) adjustments are made to the member's account as long as the member meets the
(T) payment terms of the budget plan.

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PSC KY NO. 9

Original SHEET NO. 217

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Original SHEET NO. 7

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
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RULES AND REGULATIONS

17. PARTIAL PAYMENT PLAN

- (T) Residential members who are unable to pay their bills in accordance with the Cooperative's
- (T) regular payment terms may come to the office during regular office hours or use other
- (T) available services to make arrangements for a partial payment plan and retention of service.
- (T) Such arrangements shall be made before the arrival at the service location of the
- (T) Cooperative's collection personnel or prior to service being disconnected by a remote switch.

The Cooperative shall negotiate and accept reasonable partial payment plans. The partial

- (T) payment plan shall be mutually agreed upon and in accordance with the provisions set forth
- (T) in the applicable Public Service Commission regulations. The agreement shall be in writing,
- (T) signed by the member and certified by a Cooperative employee. The agreement will state,
- (T) and the member will be advised, that should the member fail to honor the payment schedule
- (T) mutually agreed upon, the member's service may be disconnected without prior additional
- (T) notice.

- (T) In addition to the payment of the current bill, the member may be offered an option for
- (T) payments that are in arrears by one (1) payment per month or more than one (1) payment per
- (T) month. The member will be allowed to make additional payments or larger payments, at any
- (T) time, in order to become current. The Cooperative is not required to negotiate a partial
- (T) payment plan with a member who is delinquent under a previous partial payment plan.

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Shelby Energy Cooperative, Inc.
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18. CERTIFICATE OF NEED (T)

(T) Upon written certification from one of the Kentucky Department for Social Insurance offices, a member who is eligible for energy assistance under the Department's guidelines or is certified as being in genuine financial need, defined as any household with gross income at or below 130% of the poverty level, and who has been given a ten (10) day notice for nonpayment of his/her electric bill rendered between November 1 and March 31 and who presents such notice to the Department for Social Insurance, shall be allowed thirty (30) days in addition to such ten (10) day notice period in which to negotiate a partial payment plan with Shelby Energy provided such certification is delivered to Shelby Energy during the initial ten (10) day notice period by the applicant in person, by his/her agent, by mail, or by telephone call from an employee of the Department of Social Insurance. The thirty (30) day period shall begin to run at the end of the tenth day of the ten (10) day period.

(T) When the member exhibits good faith by making a current cash payment commensurate with his or her ability to do so and by agreeing to a repayment schedule which will result in the member becoming current in the payment of his/her electric bill in a timely manner but no later than October 15, Shelby Energy will accept such partial payment plan. Shelby Energy will also inform the member on the reverse side of the ten (10) day notice of the telephone number and address of the nearest office of the Kentucky Cabinet for Health and Family Services.

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Shelby Energy Cooperative, Inc.
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RULES AND REGULATIONS

19. LOCATION OF METERS

Meters shall be easily accessible for reading, testing, and making necessary adjustments and repairs and shall be located at a site designated by Shelby Energy.

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Original SHEET NO. 8

Shelby Energy Cooperative, Inc.
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RULES AND REGULATIONS

21. MONITORING OF MEMBER USAGE (T)

(T) Member usage is monitored no less than annually. On a monthly basis, kWh usage for
(T) member accounts will be monitored by the Cooperative according to the following
(T) procedure:

(T) A. The member's current monthly kWh usage will be compared to previous periods.
(T) Accounts which meet the following exception criteria will be listed for evaluation:

- (T) 1. Bill amount is greater than double the previous month
- (T) 2. kWh usage is equal to zero
- (T) 3. kWh usage is 50% less or 50% more than the same month of the prior year
- (T) 4. kWh usage is 30% less than the previous month
- (T) 5. Demand usage/reading is equal to zero
- (T) 6. Demand usage is 50% less or 50% more than the same month of the prior year
- (T) 7. Demand usage is 25% less or 25% more than the previous billing month
- (T) 8. Days of service exceeds 31
- (T) 9. Days of service are less than 25

(T) B. If the deviation in usage for any account listed on the exception report is attributed to
(T) unique circumstances such as unusual weather conditions, which would affect all
(T) members, no further review will be done.

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21. MONITORING OF MEMBER USAGE - (continued)

(T) C. If the deviation cannot be readily attributed to a common cause, the Cooperative will
(T) further investigate the account usage by comparing the last twelve (12) month's usage
(T) to the same months of the previous year. A daily consumption report will be
(T) processed for evaluation of the account and discussion with the member, as needed.

(N) D. If the cause for the usage deviation cannot be determined from analysis of the
(N) member's meter reading and billing records, the Cooperative may dispatch service
(N) personnel to verify the meter reading, check the service installation, or to make
(N) personal contact with the member to inquire about the unexplained usage deviation.
(N) The Cooperative will contact the member by telephone or in writing about the usage
(N) deviation if the service personnel cannot determine a cause.

(N) E. Where the deviation is not otherwise explained, the Cooperative may test the
(N) member's meter to determine whether it shows an average error greater than two
(N) percent (2%) fast or slow. The Cooperative will notify the member of the
(N) investigation and results and will refund or bill for any errors in accordance with 807
(N) KAR 5:006, Section 11(2).

(N) In addition to the monthly monitoring, the Cooperative will investigate usage
(N) deviations brought to its attention as a result of its on-going meter reading, billing
(N) processes or member inquiry. The Cooperative may offer energy auditing services to
(N) the member to assist in determining the source of the deviation.

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RULES AND REGULATIONS

22. RECONNECTION SERVICE FEE (T)

(T) When service has been disconnected for reasons other than non-payment of a delinquent bill
(T) and the Cooperative is requested to reconnect at the same location, a thirty-five dollar
(T) (\$35.00) reconnect service fee will be charged if reconnection is during regular working
(T) hours. Should the member request that service be reconnected outside regular working
(T) hours, a reconnect service fee of seventy-five dollars (\$75.00) will be charged. An exception
(T) regarding the reconnect service fee will be made for the member when a situation is beyond
(T) the member's control.

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RULES AND REGULATIONS

23. COLLECTION OF DELINQUENT ACCOUNTS

- (T) Should it become necessary for the Cooperative to send a representative to the member's
- (T) premises for collection of a delinquent account, there will be a collection service fee of thirty
- (T) dollars (\$30.00) assessed if service is terminated or if the bill is paid in the course of the trip. The charge can only be made once in a billing period. The charge will be due and payable at the time such delinquent account is collected.

- In the event a member is disconnected for non-payment of a delinquent account and requests
- (T) reconnection during regular working hours, a thirty-five dollar (\$35.00) reconnect service fee
- (T) will be collected. Should the member request service be reconnected outside of regular
- (T) working hours, a reconnect service fee of seventy-five dollars (\$75.00) will be charged.

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RULES AND REGULATIONS

24. MEMBER PAYMENT – UNHONORED (T)

(T) When the method of payment on a member’s account is unpaid by a financial institution
(T) for any reason, including a revoked credit card payment, the payment will be considered
(T) “unhonored”. The Cooperative will notify such member by letter, stating the amount of the
(T) payment and the reason it was not honored for payment. The unhonored payment will then
(T) be considered the same as a delinquent account, and if payment, in full, is not received within
(T) ten (10) business days after notification, service may be discontinued. A twenty-five
(T) (\$25.00) service charge shall be added to all unhonored payments.

(T) The Cooperative shall have the right to refuse to accept forms of payment that have been
(T) unhonored previously in payment of an account from a member. The Cooperative will
(T) provide the member a letter advising that the Cooperative will no longer accept such form of
(T) unhonored payment and will require the account to be paid by cash, money order or cashier’s
(T) check .

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RULES AND REGULATIONS

25. TAMPERING

If meters or other property belonging to the Cooperative are tampered or interfered with, the member being supplied through such equipment shall pay the amount which the Cooperative may estimate is due for service rendered, but not registered properly on the Cooperative's meter and for such replacement and repairs as are necessary, as well as for costs of inspection, investigation, service fees, and protective installations.

(N) The following steps will be taken to discourage tampering with Cooperative meters:

(N) 1. The first occurrence of tampering will result in written notification from the Cooperative informing the member of safety and legal issues and that legal action may be forthcoming for any future violations.

(N) 2. The second occurrence of tampering will result in a complaint filed with the proper authorities within the applicable service area and legal action will be taken by the Cooperative's Attorney.

(N) The member shall be responsible for any legal fees and other charges as awarded by a court of competent jurisdiction associated with any action taken in regards to tampering with the Cooperative's meters, equipment or other property.

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RULES AND REGULATIONS

26. NOTICE OF TROUBLE

- (T) The member shall give immediate notice either by telephone, e-mail or personal visit to an office of the Cooperative of any interruption or irregularities or unsatisfactory service and of
- (T) any defects known to the member.

- (T) The Cooperative may, as it deems necessary, suspend supply of electrical energy to any member or members for the purpose of safety, making repairs, changes or improvements upon any part of its system.

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RULES AND REGULATIONS

27. DISCONTINUANCE AND REFUSAL OR TERMINATION OF SERVICE

(T) Any member desiring service discontinued or changed from one address to another shall give
(T) the Cooperative three (3) days' notice, in person, writing, fax, e-mail or telephone, provided
(T) such notice does not violate contractual obligations or tariff provisions. The member shall
(T) not be responsible for charges for service beyond the three (3) day notice period if the
(T) member provides reasonable access to the meter during the notice period. If the member
(T) notifies the utility of their request for termination by fax, e-mail or telephone, the burden of
(T) proof is on the member to prove that service termination was requested if a dispute arises.

(T) Pursuant to 807 KAR 5:006, Section 15, the Cooperative may refuse or discontinue to
(T) serve an applicant or member under the following conditions:

(T) A. For noncompliance with its Rules and Regulations. However, the Cooperative
(T) shall not discontinue or refuse service to any member or applicant for violation of its
(T) Rules and Regulations without first having made reasonable effort to induce the
(T) member or applicant to comply with the Rules and Regulations as filed with the
(T) Public Service Commission. After such effort on the part of the Cooperative, service
(T) may be disconnected or refused only after the member has been given at least ten
(T) (10) days written notice of such intention and mailed to the member's last
known address.

(T) B. For a dangerous condition. When a dangerous condition is found to exist on the
(T) member's or applicant's premises, the service shall be discontinued or refused without
(T) notice provided that the Cooperative notifies the member or applicant immediately of
(T) the reasons for the discontinuance or refusal and the corrective action to be taken
(T) by the member before service can be installed or restored.

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RULES AND REGULATIONS

27. DISCONTINUANCE AND REFUSAL OR TERMINATION OF SERVICE (continued)

(T) C. For refusal of access. When a member or applicant refuses or neglects to provide reasonable access to the premises for the purposes of installation, operation, meter reading, maintenance, or removal of the Cooperative's property, employees or agents of the Cooperative may discontinue or refuse service only after the member or applicant is given at least ten (10) days written notice of such intention.

(T) D. For outstanding indebtedness. The Cooperative may not furnish service to any applicant when such applicant is indebted to the Cooperative for service furnished until such time the applicant has paid such indebtedness or negotiated a satisfactory agreement.

(T) E. For noncompliance with state, national, local or other codes. The Cooperative may refuse or terminate service to a member or applicant if the member or applicant does not comply with state, national, municipal, county or other codes, rules and regulations applying to such service. The Cooperative may terminate service pursuant to 807 KAR 5:006 after a ten (10) day notice is provided, unless ordered to terminate immediately by a governmental official.

(T) F. For non-payment of bills. The Cooperative may terminate service at a point of delivery for nonpayment of charges, including extra charges, incurred for Cooperative service at that point of delivery; however, the Cooperative shall not terminate service to any member for nonpayment of bills 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.

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SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 227.2

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 12

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

27. DISCONTINUANCE AND REFUSAL OR TERMINATION OF SERVICE (continued)

- (T) The member shall be given at least a ten (10) day written notice, but the disconnect shall not be effective for twenty-seven (27) days after the mailing date of the original bill. Such termination notice shall be exclusive of and separate from the original bill.
- (T) If, prior to discontinuance of service, there is delivered to the Cooperative office or to its employees empowered to discontinue service, payment of the amount in arrears,
- (T) the discontinuance of service shall not be made, or in accordance with 807 KAR
- (T) 5:006, Section 15 (2)(c) when a written certificate is filed signed by a physician, a registered nurse, or a public health officer, stating that in the opinion of the person making the certification, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until thirty (30) days elapse from the time of the Cooperative's notification to the member in writing of the existence of local, state, and federal programs providing for the payment of the Cooperative bills under certain conditions and of the offices to contact for such possible assistance.
- (T) The written notice for any discontinuance of service shall advise the member of his/her rights to dispute the reasons for such discontinuance.
- (T) The termination notice requirements of this subsection shall not apply if termination
- (T) notice requirements to a particular member or members are otherwise dictated by the
- (T) terms of a special contract between the utility and member.

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TARIFF BRANCH
<u><i>Brent Kirtley</i></u>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 228

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 12

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

28. INSPECTIONS

Shelby Energy Cooperative, Inc. shall not initiate new permanent electric service until the required certificate of approval has been issued by a certified electrical inspector, as required by local or state laws.

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TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 229

CANCELLING PSC KY NO. 8

Original SHEET NO. 13

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

29. TEMPORARY SERVICE

- (T) A member requesting temporary service may be required to pay all costs of construction,
- (T) removing, connecting, and disconnecting service in addition to paying any applicable
- (T) security deposit. Construction contractors, camps, campsites, barns, barn sites, sawmills, oil
- (T) wells, carnivals, fairs, camp meetings or any other service of a strictly temporary nature will
- (T) be metered and actual usage billed according to the applicable tariff.

Temporary service used for such construction may only be utilized for a period not to exceed twelve (12) months after which time the service will be disconnected unless a written extension of time is obtained from the Cooperative.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 230

CANCELLING PSC KY NO. 8

Original SHEET NO. 13

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

30. MEMBER'S LIABILITY (T)

- (T) The member shall assume full responsibility for service upon his/her premises at and from
- (T) the point of delivery, and for wires, any apparatus, devices, and appurtenances used in
- (T) connection with service. The member shall indemnify, hold harmless and defend the Cooperative against all claims, demands, cost or expense for loss, damage, or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of electricity by the member at or on the member's side of point of delivery.

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PSC KY NO. 9

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Original SHEET NO. 13

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

31. PROTECTION OF THE COOPERATIVE EQUIPMENT

- (T) The member shall protect the equipment of the Cooperative on his/her premises and shall not
- (T) interfere with or alter or permit interference with the Cooperative's meter or other property except by duly authorized representatives of the Cooperative.

- (T) For any loss or damage to the property of the Cooperative due to or caused by or arising from carelessness, neglect, vandalism, or misuses by the member or other unauthorized persons,
- (T) the cost of the necessary replacement and repairs shall be paid for by the member.

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PSC KY NO. 9

Original SHEET NO. 232

CANCELLING PSC KY NO. 8

Original SHEET NO. 14

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

32. POINT OF DELIVERY

1.

- A. Approval shall be obtained from the Cooperative as to the proper location for a service entrance.
- B. Service entrances will be located on the exterior of the building nearest to the Cooperative's lines. For members desiring service entrances on any building at a location other than that closest to the Cooperative's lines, the additional estimated cost of such special construction as may be found necessary shall be borne by the member, and such cost shall be paid in advance before service can be connected.
- C. Service entrances, both overhead and underground, shall be installed in accordance with applicable codes, and the Cooperative shall not connect until the required certificate of compliance has been issued by the required certified electrical inspector. In event of an emergency, a temporary waiver may be issued by the Cooperative to allow connection pending completion of electrical inspection.

- 2. Point of service (or delivery) shall be that point where the facilities of the Cooperative join the member's facilities, irrespective of the location of the meter, and will normally be at the weatherhead on overhead lines and at the meter base on underground service. All wiring and equipment beyond this point of service shall be supplied and maintained by the member. The member will, however, notify the Cooperative of any proposed changes in the equipment or wiring which will materially increase or decrease the load so the Cooperative may check its equipment to make certain it will accommodate the member's load requirements.

(T)
(T)

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PSC KY NO. 9

Original SHEET NO. 233

CANCELLING PSC KY NO. 8

Original SHEET NO. 15

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

33. RESALE OF POWER BY MEMBERS

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

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PSC KY NO. 9

Original SHEET NO. 234

CANCELLING PSC KY NO. 8

Original SHEET NO. 15

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

34. METER BASES

- (T) Meter bases shall be provided by the member or property owner establishing new service or
- (T) performing a service upgrade. All maintenance and repairs of the meter base will be the
- (T) responsibility of the member or property owner.

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PSC KY NO. 9

Original SHEET NO. 235

CANCELLING PSC KY NO. 8

Original SHEET NO. 15

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

35. METER READING

- (T) The Cooperative will be responsible for meter reading services through the use of solid state
- (T) meters and an advanced metering infrastructure (AMI) system to accurately and efficiently
- (T) read meters. The Cooperative shall read each member's meter on a monthly basis for the
- (T) purpose of determining each account's usage of electricity for the calculation of the monthly
- (T) bill.

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Original SHEET NO. 15

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

36. SEPARATE METER FOR EACH SERVICE

- (T) The Cooperative will normally furnish a single meter at the point of connection to the member's premises. Any member desiring service at two or more separately metered locations of connection to the system shall be billed separately at each point and the
- (T) registration of such meters shall not be added for billing purposes, except by written contract
- (T) approved by the Cooperative. Only one residence may be served for each meter location.

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

37. FRAUDULENT USE

- (T) Pursuant to 807 KAR 5:006, Section 15 (1)(g), when the Cooperative has discovered
- (T) evidence that by fraudulent or illegal means, a member has obtained unauthorized service or
- (T) has diverted the service for unauthorized use or has obtained same without being properly
- (T) measured, the service to the member may be disconnected immediately and without notice.

- (T) Within twenty-four (24) hours after such termination, the utility shall send written
- (T) notification to the member of the reasons for termination or refusal of service and of the
- (T) member's right to challenge the termination by filing a complaint with the Public Service
- (T) Commission. The Cooperative shall not be required to restore service until the Cooperative
- (T) has been reimbursed for the estimated amount of service rendered and the cost incurred by
- (T) fraudulent use.

- (T) It shall be the duty of the Cooperative, before making service connections to a new member,
- (T) to determine the condition of the meter in order that prior fraudulent use of the facilities, if
- (T) any, will not be attributed to the new member, and the new member shall be afforded the
- (T) opportunity to be present at such inspection. The Cooperative shall not be required to render
- (T) service to such member until all defects in the member-owned portion of the service, if any,
- (T) have been corrected.

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PSC KY NO. 9

Original SHEET NO. 238

CANCELLING PSC KY NO. 8

Original SHEET NO. 16

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

38. METER POLE

- (T) The Cooperative may, upon request, serve a meter pole to be wired by the member. The electrical load should be sufficient to justify at least a 100 ampere/3-wire/240 volt service. A means of disconnect satisfying National Electric Code requirements shall be installed on the load side of the meter base.
- (T) The meter pole and all equipment on said pole, exclusive of the meter shall be installed and owned by the member. The pole location shall be determined by the Cooperative and the service must comply with the applicable codes, Cooperative specifications and be inspected as required by state and local laws.
- (T) The meter pole and all equipment on said pole, exclusive of the meter shall be installed and owned by the member. The pole location shall be determined by the Cooperative and the service must comply with the applicable codes, Cooperative specifications and be inspected as required by state and local laws.

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PSC KY NO. 9

Original SHEET NO. 239

CANCELLING PSC KY NO. 8

Original SHEET NO. 16

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

39. RELOCATION OF LINES

When the Cooperative is requested or required to relocate its facilities for any reason, any expense involved will be paid by the 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 the Cooperative.
- B. The relocation will result in a substantial improvement in the Cooperative's facilities.
- (T) C. The relocation is associated with another regularly scheduled conversion or construction work, can be done at the same time and the relocation will not be more costly than remaining at the planned location.
- (T)
- (T)

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PSC KY NO. 9

Original SHEET NO. 240

CANCELLING PSC KY NO. 8

Original SHEET NO. 17

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

40. SINGLE-PHASE LOADS (T)

(T) An extension, via the least expensive route, to a permanent residence of 1,000 feet or less
(T) from the nearest existing Cooperative facilities shall be made by Shelby Energy to its
(T) existing distribution line without charge for a prospective member who shall apply for and
(T) agree to use the service for one (1) year or more and provides guarantee for such service. The
"service drop" to the structure from the distribution line at the last pole shall not be included
in the foregoing measurements. This distribution line extension shall be limited to service
(T) where installed transformer capacity does not exceed twenty-five (25) KVA. Any extensions
(T) to a member who may require multi-phase service or whose installed transformer capacity
(T) will exceed twenty-five (25) KVA will be required to pay, in advance, additional cost of
(T) construction which exceeds that for a single-phase line where the installed transformer
(T) capacity does not exceed twenty-five (25) KVA.

1. When an extension of Shelby Energy's line to service a member or a group of
(T) members amounts to more than 1,000 feet per member or the extension is made at the
(T) member's request, via a more expensive route, the total cost of the excessive footage
(T) over 1,000 feet per member or the increased expense of the route shall be paid by the
applicant or applicants based on the estimated cost of the total extension.

2. 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 the purpose of this rule shall be the
refund period, the Cooperative shall refund to the member or members who paid for
the excess footage the cost of 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

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
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RULES AND REGULATIONS

40. SINGLE-PHASE LOADS (continued)

the total amount refunded exceed the amount paid the Cooperative. After the end of the refund period, no refund will be required to be made. For additional members connected to an extension or lateral from the distribution line, the Cooperative shall refund to any member who paid for excessive footage the cost of 1,000 feet of line less the length of the lateral or extension.

- 3. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the applicant who paid for the extension, a sum equivalent to the cost of 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 the Cooperative. After the end of the refund period from the completion of the extension, no refund will be required to be made.
- 4. To reduce the member's cost of connection, the member may elect to clear the right-of-way on the member-owned property. The reduced cost to the member will be mutually agreed upon in writing and based on the Cooperative's written specifications and estimated cost for right-of-way clearing prior to any work being performed by the member or by the Cooperative.

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Original SHEET NO. 17

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
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RULES AND REGULATIONS

41. MULTI-PHASE LOADS (N)

- (N) Multi-phase service will be extended to members based on the following criteria:
 - (N) a. The multi-phase load will be a minimum of a thirty (30) kW connected load,
 - (N) b. The load will be a permanent installation and provide steady monthly revenue for the Cooperative.
- (N) Consideration will be given for any portion of the facilities that are installed that will benefit the Cooperative's distribution system. An example of this type of benefit is a multi-phase line to a load center that would require multi-phase service in the near future.
- (N) If the multi-phase extension is to serve a new multi-phase commercial/industrial load, the charges of extending the multi-phase service may be negotiable based on projected revenues and cost of facilities.
- (N) The first 300 feet of the extension and a twenty-five (25) KVA transformer will be installed as overhead service, free of charge. If the extension exceeds 300 feet or the transformer capacity required for the service is greater than twenty-five (25) KVA or underground service is desired, a charge for the extension shall be required prior to construction. The charge may be negotiable based on projected revenues and cost of facilities.
- (N) Temporary multi-phase service will be provided if the member pays the following charges:
 - (N) a. The entire cost of installation
 - (N) b. The entire cost of removal minus the salvage of materials
 - (N) c. The total charge must be paid prior to the temporary service being installed.
- (N) For additional members connected to an extension or lateral from the distribution line, the utility shall refund to any customer who paid for excessive footage the cost of 300 feet of line less the length of the lateral extension. The total amount refunded shall not exceed the original charge for construction.

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PSC KY NO. 9

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

42. LINE EXTENSION TO MOBILE HOMES

- A. All extensions up to 300 feet from the nearest facility shall be made without charge.
- (T) B. All required fee charges and advances shall be paid before construction begins, and the mobile home must be set in place before service can be extended.
- (T) C. The member shall install and own the meter pole and it shall meet the requirements of the applicable codes and shall be located at a site designated by the Cooperative.
- (T) For extensions greater than 300 feet and less than 1,000 feet from the nearest facility,
- (T) the Cooperative will charge a Member Advance For Construction (MAFC) based on
- (T) the cost of construction for the portion of service beyond 300 feet, up to 1,000 feet.
- (T) 1. The MAFC shall be refunded to the member over a four (4) year period in equal amounts for each year the service is continued, and the start of the period refund begins with the initial billing date.
- (T) 2. If the service is disconnected for a period of sixty (60) days or should the mobile home be removed and another not take its place or be replaced by a permanent structure, the remainder of the MAFC shall be forfeited.
- (T) 3. No refunds shall be made to any member who did not make the MAFC originally.
- (T) 4. To reduce the member's cost of connection, the member may elect to clear the right-of way on the member-owned property. The reduced cost to the member will be mutually agreed upon in writing and based on the Cooperative's written specifications and estimated cost for right-of-way clearing prior to any work being performed by the member or by the Cooperative.

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TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 242.1

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 19

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

42. LINE EXTENSION TO MOBILE HOMES (continued)

- (T) D. For extensions greater than 1,000 feet the provisions, as stated in Part C, apply to the first 1,000 feet. For that portion of the line over 1,000 feet, the utility will charge the member the cost of construction for that portion of service beyond 1,000 feet. The deposit for that portion over 1,000 feet is subject to refund as follows:
 - (T) 1. Each year for a period of ten (10) years, which shall be the refund period, for that portion over 1,000 feet the provisions of Section 40 will apply.
- (T) E. Mobile home meter poles shall be wired and inspected according to the applicable codes and shall be wired and inspected at the expense of the member.
- (T) F. Any member who puts up a mobile home line extension MAFC and replaces the mobile home with a permanent residence which is connected directly to the line for which the MAFC was made, shall be refunded the MAFC upon terms and conditions of the normal service extension policy for permanent residence in effect at the time of replacement.

DATE OF ISSUE April 24, 2013
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 243

CANCELLING PSC KY NO. 8

Original SHEET NO. 21

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

43. ELECTRIC SERVICE TO CAMPS, BARNES AND PUMPS, ETC.

- A. Construction to a permanent camp, campsite, barn or barnsite, or other services with low usages, whereby low usage is any usage pattern that is substantially less than that of an average permanent single family residence is as follows:
- B. All required fee charges and advances shall be paid before construction begins.
- C. All extensions up to 300 feet from the nearest facility shall be made without charge.
- D. For extensions greater than 300 feet and less than 1,000 feet from the nearest facility,
 - (T) the Cooperative will charge a Member Advance for Construction (MAFC) based on the cost of construction for the portion of service beyond 300 feet, up to 1,000 feet.
 - (T) The MAFC for that portion greater than 300 feet and less than 1,000 feet is subject to refund as follows:
 - (T) 1. The MAFC shall be refunded to the member over a four (4) year period
 - (T) in equal amounts for each year the service is continued, and the start of the
 - (T) period refund begins with the initial billing date.
 - 2. If the service is disconnected for a period of sixty (60) days or should the
 - (T) service be removed and another not take its place or be replaced by a
 - (T) permanent structure, the remainder of the MAFC shall be forfeited.
 - 3. No refunds shall be made to any member who did not make the MAFC
 - (T) originally.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 243.1

CANCELLING PSC KY NO. 8

Original SHEET NO. 21

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

43. ELECTRIC SERVICE TO CAMPS, BARNES AND PUMPS, ETC. (continued)

(T) 4. To reduce the member's cost of connection, the member may elect to clear the
(T) right-of way on the member-owned property. The reduced cost to the member
(T) will be mutually agreed upon in writing and based on the Cooperative's
(T) written specifications and estimated cost for right-of-way clearing prior to any
(T) work being performed by the member or by the Cooperative.

E. For extensions greater than 1,000 feet the provisions, as stated in Part D, apply to
(T) the first 1,000 feet. For that portion of the line over 1,000 feet, the utility will
(T) charge the member the cost of construction for that portion of service beyond 1,000
feet. The MAFC for that portion over 1,000 feet is subject to refund as follows:

(T) 1. Each year for a period of ten (10) years, which shall be the refund period, for
(T) that portion over 1,000 feet the provisions of Section 40 will apply.

(T) F. Any member who puts up a service line extension MAFC and replaces the facility
(T) served with a permanent residence which is connected directly to the line for which
(T) the MAFC was made, shall be refunded the MAFC upon terms and conditions of the
(T) normal service extension policy for permanent residence in effect at the time of
(T) replacement.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 244

CANCELLING PSC KY NO. 8

Original SHEET NO. 21

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE

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

A. Applicability - This policy shall only apply to underground electrical supply facilities used in connection with electric distribution within the definitions set out herein.

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

Applicant - The developer, builder, or other person, partnership, association, corporation, or governmental agency applying for the installation of an underground electric distribution system.

Building - A structure enclosed within exterior walls or fire walls built, erected, or framed of component structural parts and designed for less than five (5) family occupancy.

Multiple-Occupancy Building - A structure enclosed within exterior walls or fire walls, built, erected, and framed of component structural parts and designed to contain five (5) or more individual dwelling units.

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

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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PSC KY NO. 9

Original SHEET NO. 244.1

CANCELLING PSC KY NO. 8

Original SHEET NO. 22

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

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

Commission - The Public Service Commission

Trenching and Backfilling - Opening and preparing the ditch for the installation of conduits, raceways, and conductors, providing a sand bedding when required, and the compacting and backfilling of trench to ground level.

C. Right-of-Way and Easements

1. The Cooperative shall construct or cause to be constructed, own, operate, and maintain distribution lines only along easements, public streets, roads, and highways which are by legal right accessible to the Cooperative's equipment and which the Cooperative has the legal right to occupy, and the public lands and private property across which rights-of-way and easements satisfactory to the Cooperative are provided without cost or condemnation by the Cooperative.

2. Rights-of-way and easements suitable to the Cooperative for the underground distribution facilities must be furnished by the applicant in reasonable time to meet service requirements. The applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment, remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximation of final grade, and maintain clearing and grading during construction by the Cooperative. Suitable easement rights shall be granted to

(T)

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TITLE President and CEO

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 244.2

CANCELLING PSC KY NO. 8

Original SHEET NO. 23

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

(T) the Cooperative, obligating the applicant and subsequent property owners to provide continuing access to the Cooperative for operation, maintenance, or replacement of its facilities, and to prevent any encroachment in the Cooperative's easement including changes in grade or elevation thereof.

D. Installation of Underground Distribution System Within New Subdivision

1. Where appropriate contractual arrangements have been made, the Cooperative shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgment will assure that the property owners will receive safe and adequate electric service for the foreseeable future.

2. All single-phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground.

(T) 3. Three-phase primary conductor required within a subdivision to supply local distribution or to serve individual loads may be overhead unless underground is required by governmental authority or chosen by the applicant, in either of which case the differential cost of underground shall be paid by the applicant.
(T) The differential cost shall be paid in full by the member prior to work being performed by the Cooperative.
(T)

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

CANCELLING PSC KY NO. 8

Original SHEET NO. 24

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

4. If the Applicant has complied with the requirements herein and has given the Cooperative not less than 120 days written notice prior to the anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Cooperative shall complete the installation thirty (30) days prior to the estimated completion date. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of the Cooperative. However, nothing in this policy shall be interpreted to require the Cooperative to extend to service portions of the subdivisions not under active development.
5. A non-refundable payment shall be made by the Applicant equal to the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment to be made by the applicant shall be determined from the total footage of single-phase primary, secondary and service conductor to be installed at an average per foot cost differential in accordance with the average cost differential filed with the Public Service Commission. Where rock, shale, or other impairments are anticipated or encountered in construction, the actual increased cost of trenching and backfilling shall be borne by the Applicant.
6. The Applicant may be required to contribute the entire estimated cost of the extension. If this is done, the amount contributed in excess of the normal charge for the underground extensions, as provided in Paragraph 5 above shall be refunded to the Applicant over a ten (10) year period as provided by the Public Service Commission.

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KENTUCKY PUBLIC SERVICE COMMISSION
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TARIFF BRANCH
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PSC KY NO. 9

Original SHEET NO. 244.4

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Original SHEET NO. 25

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
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RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

- 7. The Cooperative normally will perform or cause to be performed all necessary trenching and backfilling. The Applicant may elect to perform all necessary trenching and backfilling in accordance with the Cooperative's specification. The Cooperative shall then credit the Applicant's cost in an amount equal to the Cooperative's normal cost for trenching and backfilling. However, the Cooperative personnel must be present at the time of backfilling if the Applicant elects to trench and backfill.
- (T) 8. The Cooperative shall furnish, install, and maintain the service lateral to the installation, and backfilling relative to the installation of the service lateral.
- (T) This work performed by the applicant must be inspected and approved by
- (T) Cooperative personnel or agents before backfilling is completed
- 9. Plans for the location of all facilities to be installed shall be approved by the Cooperative and Applicant prior to construction. Alterations in plans by the Applicant which require additional cost of installation or construction shall be at the sole expense of the Applicant.
- 10. The Cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.
- 11. The charges specified in these rules are based on the premise that each Applicant will cooperate with the Cooperative in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.

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TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 244.5

CANCELLING PSC KY NO. 8

Original SHEET NO. 25

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

44. UNDERGROUND ELECTRIC SERVICE (continued)

- 12. All electrical facilities shall be installed and constructed to comply with the Rules and Regulations of the Public Service Commission, all applicable codes, and Shelby Energy specifications.
- (T) 13. For all other developments that do not meet the conditions set forth in these rules, underground distribution will be installed provided a Member Advance for Construction to the Cooperative is made in an amount equal to the difference between the Cooperative's estimated cost of underground facilities and overhead facilities, which it would otherwise provide.

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JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 245

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 26

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

45. METER TESTING

- (T) Each and every watt-hour meter installed by the Cooperative on member's premises shall be
- (T) tested periodically without charge to the member. Any other request for a meter test shall be
- (T) complied with by the Cooperative and the member may be required to pay a \$32.50 meter
- (T) test deposit. If the meter tests more than two-percent (2%) fast, the \$32.50 deposit shall be
- (T) returned to the member and a credit, based on Public Service Commission Rules and
- (T) Regulations, shall be issued by the Cooperative to the member. If the meter is more than
- (T) two-percent (2%) slow, the member shall be billed for the difference, based on Public
- (T) Service Commission Rules and Regulations. If the meter tests within the Commission's
- limits, the \$32.50 may be retained to offset the cost of the meter test. Such tests may not be
- made more frequently than once each twelve (12) months.

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TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 246

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 26

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

46. TAXES

Pursuant to the authority vested in KRS 139.210, there shall be added to the bill of all applicable subscribers, the sales and use tax imposed by KRS 139.200. The Utility Gross Receipts License Tax for schools authorized by KRS 160.613 shall be added to all applicable subscribers' bills in accordance with KRS 160.617, which authorizes a rate increase for the school tax.

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COMMISSION IN CASE NO. DATED

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 247

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

47. VOLTAGE FLUCTUATIONS CAUSED BY MEMBER (T)

- (T) Electric service must not be used by the member in such a manner as to cause unusual
- (T) fluctuations or disturbances to the Distribution System which may reasonably be expected to:
 - (T) a. cause damage to or interfere with the Cooperative's systems, facilities or other
 - (T) property in proximity to the Cooperative's systems; or
 - (T) b. prevent the Cooperative from serving other members satisfactorily.
- (T) The Cooperative shall notify the member in writing of any such electric disturbance and,
- (T) before attempting to take any other action, the Cooperative shall allow the member a
- (T) reasonable time and opportunity under the circumstances involved to correct or suppress the
- (T) disturbances. The Cooperative may require the member, at the member's own expense, to
- install suitable apparatus which will reasonably limit such fluctuation.
- (T) If the member does not correct or suppress the disturbances, then the Cooperative may
- (T) suspend or discontinue the electric service.

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JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 248

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

48. CONFLICT

(T) In case of conflict between any provisions of any rate schedule/tariff and the schedule of Rules and Regulations, the rate schedule/tariff shall apply.

DATE OF ISSUE April 24, 2013
MONTH / DATE / YEAR

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MONTH / DATE / YEAR

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SIGNATURE OF OFFICER

TITLE President and CEO

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COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 249

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

49. FILING AND POSTING

(T) A copy of these Rules and Regulations, together with a copy of the Cooperative's schedule of rates and charges, shall be kept open to inspection at the office(s) of the Cooperative.

DATE OF ISSUE April 24, 2013
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TITLE President and CEO

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 250

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

50. CLASSIFICATION OF MEMBERS (T)

- (T) Classification of members for accounting purposes is in accordance with the prescribed Rural
- (T) Utilities System (RUS) Uniform System of Accounts.

DATE OF ISSUE April 24, 2013
MONTH / DATE / YEAR

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MONTH / DATE / YEAR

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TITLE President and CEO

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TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 251

CANCELLING PSC KY NO. 8

Original SHEET NO. 27

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

51. STANDARD NOMINAL VOLTAGES

(T) The standard nominal voltages for single and multi-phase services throughout the distribution system are as specified below. Availability of a service voltage(s) is contingent upon existing service voltages(s) and other system parameters.

(T) <u>Single-Phase (volts)</u>	<u>Multi-Phase (volts)</u>
120/240	120/208 Y
240/480	240 delta
7,200	240 delta, 120/240 lighting
14,400	277/480 Y
	480 delta
	7,200/12,470 Y
	14,400/24,940 Y

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COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
10/1/2013
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 252

CANCELLING PSC KY NO. 8

3rd Revised SHEET NO. 28

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

52. BILL FORMAT – REGULAR & E-BILL (T)

Shelby Energy Cooperative, Inc.
Your Touchstone Energy® Partner

P.O. Box 309
Shelbyville, KY 40066-0309 (502) 639-4420 (502) 845-2845 (502) 292-6585
Website: www.shelbyenergy.com

Office Hours:
7:30 a.m. - 4:30 p.m. EST
Monday - Friday

ACCOUNT NUMBER		ACCOUNT NAME			SERVICE ADDRESS			METER NUMBER	BILL DATE
SERVICE PERIOD		NO. DAYS	METER READINGS			METER MULTIPLIER	BILLED DEMAND	KLOWATT HOURS	CHARGES
FROM	TO		PREVIOUS	PRESENT	ESTIMATED				
SERVICE LOCATION		DAY'S SERVICE	TOTAL KWH	AVG. KW/HOUR	CYCLE	TOTAL DUE NOW			
CURRENT BILLING PERIOD		DUE DATE		09/10/12		BILL IS DELINQUENT AFTER DUE DATE			
PREVIOUS BILLING PERIOD		RATE		AFTER DUE DATE PAY					
SAME PERIOD LAST YEAR		Your Electricity Use Over The Last 12 Months							

Find out how the little changes you make can add up!
Visit our website at www.shelbyenergy.com for home energy saving tips.

IMPORTANT INFORMATION FROM YOUR ELECTRIC COOPERATIVE
 Payments are accepted at our offices in Shelbyville & Bedford, KY.
 Payments are accepted at Henry Co Supply in New Castle, KY.
 Outside depository is available after hours for your convenience.
 Please allow ample time for delivery before the due date when mailing your payment.
 Failure to receive bill does not void penalties for late payment and service disconnection.

To Report a Power Outage, Call 1-800-292-6585

Ask us about customized billing:
 * Automatic Bank Draft Payment
 * Levelized/Fixed Budget Billing
 * Outdoor Lighting
 * Online Billing and Payment Options

KEEP THIS STATEMENT FOR YOUR RECORDS
 PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

ACCOUNT NUMBER	CYCLE	BILL DATE
LOCATION	CLASS	
DUE DATE	AMOUNT DUE	
AMOUNT AFTER DUE DATE		
WINTERCARE DONATION	\$	
TOTAL AMOUNT ENCLOSED	\$	

Request Copy of Rate Schedule

SHelBY ENERGY COOPERATIVE
 P O BOX 309
 SHelBYVILLE, KY 40066-0309

DATE OF ISSUE April 24, 2013
MONTH / DATE / YEAR

DATE EFFECTIVE October 1, 2013
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
10/1/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253

CANCELLING PSC KY NO. 8

1st Revised SHEET NO. 29

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM - Re: PSC Admin. Case No. 353

Purpose - To provide a plan for reducing the consumption of electric energy on Shelby Energy Cooperative, Inc.'s system in the event of a severe electric energy shortage.

For the purpose of this program, the following priority levels have been established:

- I. Essential Health and Safety Uses -- as defined in Appendix A
- II. Residential Use
- III. Commercial and Industrial Uses
- IV. Nonessential Uses -- as defined in Appendix B
- V. Interruptible Loads
- VI. Direct Load Control

Procedures - The Wholesale Power Cooperative, East Kentucky Power Cooperative, Inc., ("EKPC"), will notify Shelby Energy in the event of a severe electric energy shortage, and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction.

EKPC and Shelby Energy will take the following actions listed in priority order:

- 1. EKPC will initiate Direct Load Control and notify Shelby Energy.
- 2. EKPC will interrupt Interruptible Loads and notify Shelby Energy.
- 3. Shelby Energy will initiate its Load Reduction Procedure, Appendix C.

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TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.1

CANCELLING PSC KY NO. 8

Original SHEET NO. 30

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

- 4. EKPC will notify Shelby Energy to initiate its Voltage Reduction Procedure, Appendix D.
- 5. EKPC will notify Shelby Energy and EKPC and Shelby Energy will initiate media appeal for general Voluntary Load Reduction Procedure, Appendix E.
- 6. EKPC will, in coordination with other Kentucky electric utilities, request the Governor to declare a statewide Energy Emergency.
- 7. EKPC will request Shelby Energy to initiate mandatory load reduction of up to twenty percent (20%) in five percent (5%) steps, Appendix F.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.2

CANCELLING PSC KY NO. 8

Original SHEET NO. 31

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

**APPENDIX "A"
ESSENTIAL HEALTH AND SAFETY USES**

Essential health and safety uses given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses which the Commission may subsequently identify:

- (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) "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (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.

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<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.3

CANCELLING PSC KY NO. 8

Original SHEET NO. 32

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM – Appendix “A” (continued)

- (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.
- (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 refrigeration for the storage and preservation of perishable food or medicine, when that use is substantially all of the customer's load.

(T) Although these types of uses will be given special consideration when implementing the manual load-shedding provisions of this procedure, these members are encouraged to install emergency generation equipment if continuity of service is essential. In case of members supplied from two utility sources, only one (1) source will be given special consideration. Also, any other members who, in their opinion, have critical equipment should install emergency generation equipment. Shelby Energy's specific emergency list is on file in its office.

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TARIFF BRANCH
<i>Brent Kirtley</i>
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.4

CANCELLING PSC KY NO. 8

Original SHEET NO. 33

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

APPENDIX "B"

NONESSENTIAL USES

- (T) The following and similar uses of electric energy and others which the Commission may
- (T) subsequently identify shall be considered nonessential for all members:
 - (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 76 degrees during operation of cooling equipment and not more than 68 degrees during operation of heating equipment.
 - (f) Elevator and escalator use in excess of the minimum necessary for non-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.

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<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.5

CANCELLING PSC KY NO. 8

Original SHEET NO. 34

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

APPENDIX "C"

LOAD REDUCTION PROCEDURE

Objective:

To reduce demand at Shelby Energy's facilities over the time period during which an electric energy shortage is anticipated.

Criteria:

- (T) This procedure is implemented when a **Load Reduction Alert** is issued. The President and
- (T) CEO has the responsibility of issuing a Load Reduction Alert.

Procedure:

- (T) 1. The President and CEO receives notice from EKPC of capacity shortage.
- (T) 2. The President and CEO is responsible for the participation of Shelby Energy employees in achieving the largest load reduction possible while still maintaining the service of the facility and not unduly jeopardizing safety.
- (T) 3. Each Department Vice President, Manager or other Key Personnel is responsible for the participation of Shelby Energy employees in achieving the largest load reduction possible while still maintaining the service of the facility and not unduly jeopardizing safety.
- (T) 4. Examples of load reduction are:
 - turning off all but a minimum of indoor and outdoor lighting
 - turning off microcomputers, printers, copiers, and other office equipment except as they are used
 - in the winter, setting thermostats no higher than 68 degrees, and in the summer no lower than 76 degrees

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JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 253.6

CANCELLING PSC KY NO. 8

Original SHEET NO. 35

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

APPENDIX "D"

VOLTAGE REDUCTION PROCEDURE

Objective:

To reduce demand on Shelby Energy's system over the period during which an electric energy shortage is anticipated by reducing the set point on system voltage regulators.

Criteria:

This procedure is implemented when requested by EKPC System Operator.

Procedure:

Shelby Energy will immediately dispatch personnel to reduce set points on regulators as much as possible while continuing to maintain minimum voltage requirements as prescribed by the Kentucky Public Service Commission. Shelby Energy's specific plan is on file in its office.

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PSC KY NO. 9

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

APPENDIX "E"

VOLUNTARY LOAD REDUCTION PROCEDURE

Objective:

(T) To reduce demand on Shelby Energy's system over the period during which an electric energy shortage is anticipated through media appeal for members to curtail energy use.

Criteria:

This procedure is implemented when requested by EKPC Marketing and Communications Division personnel.

Procedure:

(T) Notify local radio stations in the service territories of Shelby Energy and surrounding areas of the electrical shortage and ask them to make the public service announcement recommended by EKPC personnel. An example announcement is as follows:

(T) **"Attention Shelby Energy Cooperative Members:**

Shelby Energy is experiencing a critical shortage of electricity to its members, and is requesting that all non-essential electrical appliances and lighting be turned off, and thermostats be lowered/raised immediately until (time of emergency).

Shelby Energy is encountering record high usage of electricity during this period of extreme low/high temperatures, and to help us keep from having a power blackout in your area, we need your help NOW until (time of emergency).

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FOR All Territory Served

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Original SHEET NO. 253.8

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Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM – Appendix “E” (continued)

Please turn off all electricity you do not have to have on.

Thank you for your cooperation."

- (T) Notify the following industrial or large commercial member to request them to curtail their energy use as well: Shelby Energy's specific industrial or large commercial member listing is on file in its office.
- (T)

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PSC KY NO. 9

Original SHEET NO. 253.9

CANCELLING PSC KY NO. 8

Original SHEET NO. 37

Shelby Energy Cooperative, Inc.
Shelbyville, Kentucky
(NAME OF UTILITY)

RULES AND REGULATIONS

53. ENERGY EMERGENCY CONTROL PROGRAM (continued)

APPENDIX "F"

MANDATORY LOAD CURTAILMENT PROCEDURE

Objective:

(T) To reduce demand on Shelby Energy's system over the period during which an electric energy shortage is anticipated by interrupting firm member load in five percent (5%) blocks up to a total of twenty percent (20%) of the system load.

Criteria:

This procedure is implemented when requested by the EKPC System Operator. This procedure will only be requested after the Governor of Kentucky has issued a statewide State of Emergency Order.

Procedures:

(T) Shelby Energy will immediately dispatch personnel to interrupt service to member loads to achieve the reduction requested by EKPC. This may be achieved by interrupting services to certain nonessential loads for the entire period of the emergency or by rotating outages to various substation feeder circuits. Shelby Energy's specific plan is on file in its office.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300

CANCELLING PSC KY NO. 5

9th Revised SHEET NO. 5

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE POWER SERVICE – RATE 2

AVAILABILITY:

Available to all consumers whose kW demand shall be greater than 50 kW including residential and farm consumers who do not qualify under availability of service under Rate 12 or Rate 11 respectively, located on or near Seller’s line for all types of usage, subject to the established Rules and Regulations of Seller.

TYPES OF SERVICE:

Three Phase, 60 Hertz, available at Seller’s standard voltage.

MONTHLY RATE:

Consumer Charge per Month	\$	52.18
Demand Charge per kW of billing demand	\$	5.17
Energy Charge per kWh for all kWh	\$	0.06435

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

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TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 6

LARGE POWER SERVICE – RATE 2

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for services.
2. The charge of \$1.00 per KVA of installed transformer capacity.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 7

LARGE POWER SERVICE – RATE 2

SPECIAL PROVISIONS:

1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

3. Primary Service – If service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The Seller shall have the option of metering at secondary voltage.

4. Contract – An “Agreement for Purchase of Power” shall be executed by the consumer for service under this rate schedule.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 300.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 8

LARGE POWER SERVICE – RATE 2

SPECIAL RULES:

Motors having a rated capacity in the excess of ten horsepower (10 HP) must be three-phase. Motors in excess of five horsepower (5 HP) shall be provided with compensating starting equipment acceptable to the Seller.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

10th Revised SHEET NO. 9

OUTDOOR AND STREET LIGHTING – RATE 3

AVAILABILITY

Available to all consumers of the Cooperative, subject to the Rules and Regulations.

TYPES OF SERVICE:

Cooperative will furnish, install, and maintain at no extra expense to the consumer, a lighting unit, in accordance with the rate schedule and conditions of service below. Cooperative will make all necessary electrical connections and furnish electricity for same which shall be controlled by a photocell to energize the unit from dusk to dawn.

RATES:

Type of Fixtures:

A. HPS (High Pressure Sodium)	100 Watt Security Light	\$	9.43
B. HPS (High Pressure Sodium)	100 Watt Decorative Colonial Light	\$	12.68
C. HPS (High Pressure Sodium)	400 Watt Directional Flood and Security and Street Light	\$	19.19
D. HPS (High Pressure Sodium)	250 Watt Directional Flood and Security and Street Light	\$	13.88
E. HPS (High Pressure Sodium)	150 Watt Decorative Acorn Light	\$	15.15

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PSC KY NO. 9

Original SHEET NO. 301.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 10

OUTDOOR AND STREET LIGHTING – RATE 3

RATES: (continued)

Service for the above units shall be unmetered and billed on the consumer’s monthly bill for other electrical service furnished by the Cooperative, at a rate in accordance with the above rate schedule.

*All new lights will be High Pressure Sodium. Mercury Vapor lights will be phased out upon failure and replaced with HPS.

CONDITIONS OF SERVICE:

1. **Colonial and Acorn Installation (Served Underground)**

For installations where 120/240 volt secondary voltage is available. The Cooperative shall furnish, install, own, and maintain standoff brackets, decorative poles and fixtures for the lamp being used. The consumer shall pay the monthly rate plus any additional charges as determined plus furnish all ditching, conduit, back filling, and repaving/seeding/sodding as necessary in accordance with the Cooperative’s specifications. The consumer will install the conduit. The Cooperative will make all necessary connections. Upon termination of this service, the Cooperative shall not be required to remove underground wiring or conduit.

2. **Directional, Security and Street Lighting (Served Overhead)**

For installation on existing wood poles where 120/240 volt secondary voltage is available. Any additional required facilities may be provided by the Cooperative at an additional charge per month to be determined by the Cooperative.

3. The Cooperative shall maintain the lighting equipment including the lamp replacement at no additional cost to the consumer during normal work hours. Outages will be reported promptly.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 11

OUTDOOR AND STREET LIGHTING – RATE 3

CONDITIONS OF SERVICE: (continued)

4. The lighting equipment, poles and related facilities shall remain the property of the Cooperative. The consumer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.
5. The consumer shall allow authorized representatives of the Cooperative to enter upon the consumer’s premises and to trim trees and shrubs as necessary for maintenance of the lighting equipment and for removal of lighting equipment upon termination of service under this rate schedule.
6. When additional facilities are required by the consumer, the Cooperative may furnish them at an additional charge per month to be determined by the Cooperative. These additional charges are subject to change by the Cooperative upon 30 days prior written notice. All facilities furnished by the Cooperative will be standard stocked material.
7. The Cooperative and the consumer shall execute an agreement for service under this schedule for a period of not less than one year. Cancellation by the consumer prior to the initial term will require the consumer to pay the Cooperative its cost of installation and removal of facilities plus the non-salvageable material, prorated on the basis of the remaining portion of the initial term of the contract.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 301.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 11.1

OUTDOOR AND STREET LIGHTING – RATE 3

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply. No reduction will be made to the consumer’s monthly charge under this schedule for service interruption time due to lamp failure or other cause beyond the control of the Cooperative.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in KAR 5:056.

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 46

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CABLE TELEVISION ATTACHMENT – RATE 5

APPLICABILITY:

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

AVAILABILITY:

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	\$	5.30
Three-party pole attachment	\$	4.50
Two-party anchor attachment	\$	6.86
Three-party anchor attachment	\$	4.52
Two-party grounding attachment	\$.24
Three-party grounding attachment	\$.15

Pedestal attachment + Same as respective pole charges.

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 47

CABLE TELEVISION ATTACHMENT – RATE 5

BILLING:

Rental charges shall be billed yearly based on the number of pole attachments. The rental charges are net, the gross being ten percent (10%) higher. In the event the current bill is not paid within ten (10) days from the date of the bill, the gross shall apply.

NOTE: Discount or penalty must apply to all electric customers, but shall apply to advance billing only if given at least thirty (30) days before the late penalty take effect.

SPECIFICATIONS:

A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 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 the CATV operator shall make use of any of the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawing for each pole line, together with necessary maps, indicating specifically the poles of the Cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the Cooperative’s fixtures and equipment necessary for the attachment, any relocation or replacements of the existing poles, and any additional poles that CATV intends to install.

DATE OF ISSUE January 5, 2016

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IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 48

CABLE TELEVISION ATTACHMENT – RATE 5

ESTABLISHING POLE USE: (continued)

The Cooperative 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 CATV operator to the Cooperative that the cost estimate is approved, the Cooperative shall proceed with the necessary changes in pole lines covered by 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 his own expense, make attachments in such manner as not to interfere with the service of the Cooperative.

B. Upon completion of all changes, the CATV operator shall pay to the Cooperative the actual cost (including overhead and less salvage value of materials) of making such changes. The obligation of the CATV operator hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder. An itemized statement of the actual cost of all such changes shall be submitted by the Cooperative to the CATV operator 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 the CATV operator.

D. All poles to which attachments have been made under this tariff shall remain the property of the Cooperative, and any payments made by the CATV operator for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of said poles.

E. 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 rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 49

CABLE TELEVISION ATTACHMENT – RATE 5

EASEMENTS AND RIGHTS-OF-WAY:

A. The Cooperative 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 the Cooperative’s poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and rights-of-way.

MAINTENANCE OF POLES, ATTACHEMNTS AND OPERATION:

A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative 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, the Cooperative shall, before making such replacement or relocation, give forty-eight (48) hours 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, the Cooperative may elect to do such work and the CATV operator shall pay the Cooperative the cost thereof.

C. Any existing attachment of CATV which does not conform to the specifications as set out in this tariff hereof shall be brought into conformity therewith as soon as practical. The Cooperative, 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 of liability assumed under the tariff.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.4

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 50

CABLE TELEVISION ATTACHMENT – RATE 5

MAINTENANCE OF POLES, ATTACHMENTS AND OPERAITON: (continued)

D. The Cooperative reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgement, best enable it to fulfill its own service requirements. The Cooperative shall not be liable to the CATV operator for any interruption of service of 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 the Cooperative’s poles hereunder.

The Cooperative 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 the Cooperative.

INSPECTIONS:

A. Periodic Inspections: Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due, had the installation been made the day after the last previously required inspection.

B. Make-Ready Inspection: Any “make-ready” inspection or “walk-through” inspection required of the Cooperative will be paid for by the CATV operator at a rate equal to the Cooperative’s actual expenses, plus appropriate overhead charges.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.5

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 51

CABLE TELEVISION ATTACHMENT – RATE 5

INSURANCE OR BOND:

A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative 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 therefor, by reason of (a) injuries or deaths 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 the Cooperative 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 the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative. The Cooperative shall be liable for sole active negligence.

B. The CATV operator 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 Workmen’s Compensation Law of Kentucky.
2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contact 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 of property damage.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.6

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 52

CABLE TELEVISION ATTACHMENT – RATE 5

INSURANCE OR BOND: (continued)

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the Cooperative 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 Shelby Energy Cooperative, Inc., 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 canceled for any cause without thirty (30) days advance notice being first given to Shelby Energy Cooperative, Inc.”

CHANGE OF USE PROVISION:

When the Cooperative subsequently requires a change in its poles or attachment for reason unrelated to the CATV 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 the Cooperative’s time schedule for such changes, the Cooperative may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachments.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.7

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 53

CABLE TELEVISION ATTACHMENT – RATE 5

ABANDONMENT:

A. If the Cooperative desires at any time to abandon any pole to which 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, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless the Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Cooperative for such pole an amount equal to the Cooperative’s depreciated cost thereof. The Cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.

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

RIGHTS OF OTHERS:

Upon notice from the Cooperative 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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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.8

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 54

CABLE TELEVISION ATTACHMENT – RATE 5

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 the Cooperative’s poles solely because of their use by the CATV operator shall be paid by the CATV operator.

BOND OR DEPOSITOR PERFORMANCE:

A. The CATV operator shall furnish 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 the Cooperative 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 the Cooperative 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 the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request from the Cooperative, then the Cooperative 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 the Cooperative 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.

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SIGNATURE OF OFFICER

TITLE President & CEO

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IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 302.9

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 55

CABLE TELEVISION ATTACHMENT – RATE 5

BOND OR DEPOSITOR PERFORMANCE: (continued)

B. After the CATV operator has been a customer of the Cooperative and not in default for a period of two years, the Cooperative shall reduce the bond by 50%, or, at the Cooperative’s option, require a deposit in keeping with 807 KAR 5:006, Section 8.

USE OF ANCHORS:

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

DISCONTINUANCE OF SERVICE:

The Cooperative may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006, Section 15.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 303

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

11th Revised SHEET NO. 15

OFF-PEAK RETAIL MARKETING RATE (ETS)

AVAILABILITY OF SERVICE:

The special marketing rate is made as an attachment to Rate GS-11 & Rate 12 and all other terms of that rate apply except those covered here. It is available for specific marketing programs as approved by Shelby Energy’s Board of Directors.

The electric power furnished under this marketing program shall be separately metered for each point of delivery and is applicable during the below listed off-peak hours. This rate is available to customers already receiving service under Rate GS-11 & Rate 12. This marketing rate applies only to programs which are expressly approved by the Public Service Commission to be offered under the Marketing Rate of East Kentucky Power Cooperative’s Wholesale Power Rate Schedule E.

<u>Months</u>	<u>Hours Applicable – EST</u>
May through September	10:00 P.M. to 10:00 A.M.
October through April	12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.

Rates

The energy rate for this program is as listed below:

All kWh 0.06118 per kWh

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TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 303.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 16

OFF-PEAK RETAIL MARKETING RATE (ETS)

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

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.

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**KENTUCKY
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**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 304

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

2nd Revised SHEET NO. 103

GENERAL SERVICE – RATE 11

AVAILABILITY:

Available for commercial, small power and non-residential purposes for single phase and three phase loads below 50 kW, subject to the established Rules and Regulations.

TYPE OF SERVICE:

Single phase and three phase, 60 Hertz, at available secondary voltage.

MONTHLY RATE:

Consumer Facility Charge:		
Single Phase Service	\$	13.03
Three Phase Service	\$	33.88
Energy Charge per kWh	\$	0.09020

MINIMUM MONTHLY CHARGE:

The minimum monthly charge under this schedule shall be the consumer facility charge. Where it is necessary to extend or reinforce existing facilities, the minimum charge may be increased to assure adequate compensation for added facilities.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATE _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 304.1

CANCELLING PSC KY NO. 5

Original SHEET NO. 104

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

GENERAL SERVICE – RATE 11

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

SPECIAL RULES:

Motors having a rated capacity in excess of ten horsepower (10HP) must be three-phase. Motors in excess of five horsepower (5HP) shall be provided with compensating starting equipment acceptable to the Seller.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover the estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 305

CANCELLING PSC KY NO. 5

2nd Revised SHEET NO. 105

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RESIDENTIAL SERVICE – RATE 12

AVAILABILITY:

Available for residential homes for loads below 50 kW, subject to the established Rules and Regulations.

TYPE OF SERVICE:

Single phase service for residential dwellings.

MONTHLY RATE:

Consumer Facility Charge	\$	10.14
Energy Charge per kWh	\$	0.08861

MINIMUM MONTHLY CHARGE:

The minimum monthly charge under this schedule shall be the consumer facility charge. Where it is necessary to extend or reinforce existing facilities, the minimum charge may be increased to assure adequate compensation for added facilities.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 305.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 106

RESIDENTIAL SERVICE – RATE 12

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

SPECIAL RULES:

Motors having a rated capacity in excess of ten horsepower (10HP) must be three-phase. Motors in excess of five horsepower (5HP) shall be provided with compensating starting equipment acceptable to the Seller.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover the estimated consumption of electricity. Both fees will be paid in advance.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132

PREPAY SERVICE – RATE 15

STANDARD RIDER:

Shelby Energy Cooperative’s Prepay Service (“Prepay”) is an optional rider to Rate 12 – Residential Service as defined by the Cooperative.

AVAILABILITY:

All Rate 12 - Residential services, excluding accounts on Levelized/Fixed Budget, Automatic Draft, Net Metering and three-phase accounts within the territory served by Shelby Energy Cooperative.

MONTHLY RATE:

Consumer Facility Charge:	\$ 10.14 (\$0.338 per day)
Energy Charge per kWh:	\$ 0.08861
Prepay Service Fee:	\$ 3.00 (\$0.10 per day)

TERMS & CONDITIONS:

Members who qualify as defined above in “Availability” may choose to voluntarily enroll their electric account(s) in the Prepay service and are subject to the following:

1. Each member electing Prepay service will be subject to all other applicable rules and regulations which apply to members using the residential tariff, without the Prepay rider.
2. Members should have internet access or the ability to receive electronic communications, including texting services to participate in the voluntary Prepay service.
3. Any member choosing to enroll in Prepay service shall sign a *Prepay Service Agreement* (“Agreement”). The Agreement shall remain in effect until the member notifies Shelby Energy, in writing, to cancel the Agreement.
4. Upon written cancellation of the Agreement, the member shall be subject to the conditions of the applicable tariff, without the Prepay rider. In accordance with Shelby Energy’s current Rules and Regulations, this may require a security deposit to be paid by the member at the time of cancellation of the Prepay service.

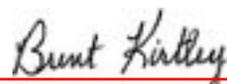
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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.1

PREPAY SERVICE – RATE 15

TERMS & CONDITIONS: (continued)

5. Any special equipment issued to the member for participation in Prepay service shall be returned in good working condition by the member. Refusal by the member to return the equipment shall result in replacement cost of the equipment being charged to the member.
6. The Consumer Facility Charge and Energy Charge will be the same as Shelby Energy’s applicable residential tariff. The Energy Charge per kWh will be calculated and deducted from the member’s account on a daily basis. The Consumer Facility Charge and Prepay Service Fee will be pro-rated and deducted from the member’s account on a daily basis.
7. The Fuel Cost Adjustment and Environmental Surcharge will be charged or credited to the account daily. The Fuel Adjustment and Environmental Surcharge will be the rates in effect for the time of the daily update.
8. The Prepay account will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
9. At the time Prepay service is activated for an account, the initial purchase/funding for the account is recommended to be a minimum of \$100.00. Purchases beyond the point of activation will be at an increment of the member’s choosing, with a minimum purchase being \$20.00. Members may apply funds to a Prepay account by most payment methods available for post-pay service and provided on Shelby Energy’s website at: www.shelbyenergy.com
10. When a member selects to participate in Prepay service and has a security deposit on file, the deposit and any accumulated interest will not be refunded. The deposit will be converted into a credit on the Prepay account going forward. No crediting of the deposit to the Prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s).
11. If a member who has not participated in Prepay service is disconnected for non-payment, the member may request to be reconnected and enrolled in Prepay service. If the member is unable to pay the

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.2

PREPAY SERVICE – RATE 15

TERMS & CONDITIONS: (continued)

account balance in full for the disconnected account, a payment plan will be established whereby future purchases for the Prepay account will be split 70/30 until the previous account balance is retired. Seventy percent (70%) of future purchases will be applied to funding the Prepay account and thirty percent (30%) will be applied towards retirement of the previous account balance minus any applicable deposit.

- 12. A prior member, who discontinued service at Shelby Energy without paying the final bill, (i.e. an uncollectible account/bad debt) will be required to pay the past-due amount prior to establishing Prepay service. If the member is unable to pay the past-due amount in full, a payment plan will be established whereby future purchases for the Prepay account will be split 50/50 until the debt is retired. Fifty percent (50%) of future purchases will be applied to funding the Prepay account and fifty percent (50%) will be applied towards retirement of the debt.
- 13. If a member enrolls in Prepay service, the total amount of an existing payment arrangement will transfer to the Prepay account and installments will be paid as agreed by the existing arrangement, or by a revised installment schedule as agreed by the member and Shelby, until paid in full.
- 14. Once an account is enrolled in Prepay service, the account will no longer be eligible for additional payment arrangements.
- 15. Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting document of commitment from the agency providing assistance.
- 16. When a Prepay account reaches a balance of \$25.00, an automated message(s) will be processed and sent to the member and no written notice will be sent by mail.
- 17. If a payment on a Prepay account is returned for any reason, the account is subject to the \$25.00 service fee as provided in Shelby Energy’s Rules and Regulations.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 306.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.3

PREPAY SERVICE – RATE 15

TERMS & CONDITIONS: (continued)

- 18. Members presenting a Winter Hardship Reconnect, Certificate of Need or Medical Certificate as provided in 807 KAR 5:006, Sections 14, 15 and 16 will be removed from Prepay service and the account will return to the status of a post-pay account.
- 19. A monthly paper bill will not be mailed to a member who elects to participate in Prepay service. The member may view their Prepay account status on Shelby Energy’s website. Based on the Prepay notification system, the account should not be eligible for past-due status, therefore; a delinquent notice will not be processed or mailed.
- 20. A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature as the member is responsible for ensuring that the Prepay account is adequately funded. Shelby Energy discourages participation in the Prepay program if the member cannot ensure proper funding.
- 21. If a Prepay account is disconnected due to lack of funds or any other reason, Shelby Energy shall be held harmless for any damages due to loss of energy service. In addition, if the account is disconnected and the member applies funds to the account which results in the account being reconnected, the member accepts full responsibility for the damages resulting.
- 22. Prepay accounts will be billed daily with a month-end billing being processed to finalize any applicable miscellaneous fees such as billing contracts, EnviroWatts, WinterCare, etc.
- 23. If a request is made to disconnect the service for a Prepay account, any remaining balance will be transferred to other active accounts, if applicable, or refunded in form of a check.
- 24. Should damage occur to the equipment as a result of malice or neglect by the member, the member shall be billed for the replacement cost of the equipment.
- 25. Members may check the status of a Prepay account by utilizing Shelby Energy’s website or by contacting the office.

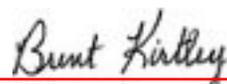
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

11th Revised SHEET NO. 39

OPTIONAL T-O-D DEMAND – RATE 22

AVAILABILITY:

Available to all consumers whose KW demand shall be greater than 200 KW, including consumers who do not qualify under availability of service under Rate 11 or Rate 12, located on or near Seller’s line for all types of usage, subject to the established Rules and Regulations of Seller.

TYPES OF SERVICE:

Three-phase, 60 Hertz, available at Seller’s standard voltage.

RATE:

Consumer Charge

\$ 45.92

Demand Charge

\$ 5.17 per month per KW of billing demand

Energy Charge

First	100 kWh per KW demand	\$	0.07322	per kWh
Next	100 kWh per KW demand	\$	0.06682	per kWh
All over	200 kWh per KW demand	\$	0.06044	per kWh

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TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 40

OPTIONAL T-O-D DEMAND – RATE 22

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt demand established by the consumer during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

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TARIFF BRANCH

Brent Kirtley

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2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 41

OPTIONAL T-O-D DEMAND – RATE 22

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for services.
2. The charge of \$1.00 per KVA of installed transformer capacity.

SPECIAL PROVISIONS:

1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

3. Primary Service – If service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The Seller shall have the option of metering at secondary voltage.

4. Contract – An “Agreement for Purchase of Power” shall be executed by the consumer for service under this rate schedule.

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<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 307.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 42

OPTIONAL T-O-D DEMAND – RATE 22

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

SPECIAL RULES:

Motors having a rated capacity in the excess of ten horsepower (10 HP) must be three-phase. Motors in excess of five horsepower (5 HP) shall be provided with compensating starting equipment acceptable to the Seller.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

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TARIFF BRANCH

Brent Kirtley

EFFECTIVE

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 308

Shelby Energy Cooperative
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 61

RENEWABLE ENERGY PROGRAM – RATE 24

STANDARD RIDER

This “Renewable Energy Program” is a rider to all current rate schedules. The purpose of this program is to provide retail customers with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates (“REC”), whereby Shelby Energy Cooperative, via its participation in East Kentucky Power Cooperative’s (EKPC) Renewable Energy Program (Envirowatts), will aggregate the contributions provided by the retail customers to develop renewable energy, purchase renewable energy, or purchase Renewable Energy Certificates.

DEFINITIONS

- a) Renewable energy is that electricity which is generated from renewable sources including: solar, wind, hydroelectric, landfill gas, and other renewable resources deemed to be Green-E certified.
- b) A REC is the tradable renewable energy attribute which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of renewable energy from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of renewable energy.

AVAILABILITY OF SERVICE

This rider is available to any customer on any rate schedule. Customers may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The Customer may allocate their “Renewable Energy Program” contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas). Funds provided by the customer are not refundable.

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EFFECTIVE 2/5/2016
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 308.1

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 61.1

Shelby Energy Cooperative
(NAME OF UTILITY)

RENEWABLE ENERGY PROGRAM – RATE 24

ELIGIBILITY

A “Pledge to Purchase Renewable Energy” must be signed by the customer prior to service under this rider. Customers may not owe any arrearage prior to participating in the Renewable Energy Program.

RATE

Voluntary monthly contributions of any amount in \$2.75 increments.

BILLING AND MINIMUM CHARGE

The customer will be billed monthly for the amount the customer pledged to contribute in their “Pledge to Purchase Renewable Energy”. Existing Envirowatts retail participants will be billed at their existing rate of \$2.75 per their existing agreement or pledge.

TERMS OF SERVICE AND PAYMENT

This schedule shall be subject to all other terms of service and payment of the applicable tariffs and adjustment clauses to which it is applied to each customer. The fuel adjustment clause and the environmental surcharge are not applicable to the Renewable Energy Program contributions.

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PSC KY NO. 9

Original SHEET NO. 309

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

5th Revised SHEET NO. 60

SPECIAL OUTDOOR LIGHTING SERVICE – RATE 33

AVAILABILITY OF SERVICE:

This schedule is available to any consumer requesting luminaries for dusk to dawn outdoor or street lighting service of a type not provided under other rate schedules, and is subject to the established Rules & Regulations of the Cooperative.

TYPE OF SERVICE:

The Cooperative will install and maintain automatic outdoor or street lighting of the desired type by the consumer, single phase, 60 Hertz at available secondary voltage.

RATES

The monthly charge will be the sum of items (1) and (2) below.

- 1. The Energy Rate for each type of lamp shall be \$ 0.06036 per kWh
as determined by the following formula:

Monthly Rated kWh = (4100 hours per year X Manufacturer’s total input rating in watts) divided by (12 X 1000)

- 2. Facilities Charge – The books of the Cooperative shall accurately reflect the Cooperative’s total investment in facilities for each individual, agency or organization receiving service under this tariff. The monthly facilities charge shall be 1.4027 percent of the total investment in these special facilities.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 310

CANCELLING PSC KY NO. 5

8th Revised SHEET NO. 17

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE B1

AVAILABILITY:

Applicable to contracts with demands of 500 to 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

MONTHLY RATE:

Consumer Charge	\$	614.28
Demand Charge per KW of Contract Demand	\$	6.18
Demand Charge per KW for Billing Demand in Excess of Contract Demand	\$	8.98
Energy Charge per kWh	\$	0.05236

BILLING DEMAND:

The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours of each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

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PSC KY NO. 9

Original SHEET NO. 310.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 18

LARGE INDUSTRIAL RATE – SCHEDULE B1

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- a) Consumer Charge.
- b) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh.
- d) Contract provisions that reflect special facilities requirements.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 310.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 19

LARGE INDUSTRIAL RATE – SCHEDULE B1

SPECIAL PROVISIONS:

1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 311

CANCELLING PSC KY NO. 5

8th Revised SHEET NO. 20

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE B2

AVAILABILITY:

Applicable to contracts with demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

MONTHLY RATE:

Consumer Charge	\$	1,227.41
Demand Charge per KW of Contract Demand	\$	6.18
Demand Charge per KW for Billing Demand in Excess of Contract Demand	\$	8.98
Energy Charge per kWh	\$	0.04662

BILLING DEMAND:

The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer’s peak demand during the current month exceeds the contract demand. The load center’s peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours of each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE January 5, 2016
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 311.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 21

LARGE INDUSTRIAL RATE – SCHEDULE B2

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- a) Consumer Charge.
- b) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh.
- d) Contract provisions that reflect special facilities requirements.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 311.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 22

LARGE INDUSTRIAL RATE – SCHEDULE B2

SPECIAL PROVISIONS:

1. **Delivery Point** – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, poles lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 312

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

8th Revised SHEET NO. 23

LARGE INDUSTRIAL RATE – SCHEDULE B3

AVAILABILITY:

Applicable to contracts with demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

MONTHLY RATE:

Consumer Charge	
Transformer Size of 10,000 – 14,999 kVa	\$ 3,421.59
Transformer Size of 15,000 kVa and greater	\$ 5,430.92
Demand Charges per kW	
Contract Demand	\$ 6.18
Billing Demand in Excess of Contract Demand	\$ 8.98
Energy Charge per kWh	\$ 0.04546

BILLING DEMAND:

The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer’s peak demand during the current month exceeds the contract demand. The consumer’s peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours of each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 312.1

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 24

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE B3

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- a) Consumer Charge.
- b) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh.
- d) Contract provisions that reflect special facilities requirements.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 312.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 25

LARGE INDUSTRIAL RATE – SCHEDULE B3

SPECIAL PROVISIONS:

- 1. **Delivery Point** – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

- 2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, poles lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 313

CANCELLING PSC KY NO. 5

8th Revised SHEET NO. 26

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE C1

AVAILABILITY:

Applicable to contracts with demands of 500 to 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract billing demand. These contracts will be two “two-party” contracts with the first one being between the Seller and the Cooperative association and the second one being between Seller and the ultimate consumer.

MONTHLY RATE:

Consumer Charge	\$	614.28
Demand Charge per KW of Billing Demand	\$	6.18
Energy Charge per kWh	\$	0.05236

BILLING DEMAND:

The monthly billing demand shall be the greater of (a) or (b) listed below:

- a) The contract demand
- b) The ultimate consumer’s peak demand during the current month or preceding eleven months. The peak demand shall be the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE January 5, 2016
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 313.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 27

LARGE INDUSTRIAL RATE – SCHEDULE C1

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) and (b) below:

- a) The product of the billing demand multiplied by the demand charge, plus
- b) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

SPECIAL PROVISIONS:

- 1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 313.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 28

LARGE INDUSTRIAL RATE – SCHEDULE C1

SPECIAL PROVISIONS: (continued)

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

- If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 314

CANCELLING PSC KY NO. 5

8th Revised SHEET NO. 29

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE C2

AVAILABILITY:

Applicable to contracts with demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract billing demand. These contracts will be two “two-party” contracts with the first one being between the Seller and the Cooperative association and the second one being between Seller and the ultimate consumer.

MONTHLY RATE:

Consumer Charge	\$	1,227.41
Demand Charge per KW of Billing Demand	\$	6.18
Energy Charge per kWh	\$	0.04662

BILLING DEMAND:

The monthly billing demand shall be the greater of (a) or (b) listed below:

- a) The contract demand
- b) The ultimate consumer’s peak demand during the current month or preceding eleven months. The peak demand shall be the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE January 5, 2016
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 314.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 30

LARGE INDUSTRIAL RATE – SCHEDULE C2

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) and (b) below:

- a) The product of the billing demand multiplied by the demand charge, plus
- b) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

SPECIAL PROVISIONS:

- 1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 314.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 31

LARGE INDUSTRIAL RATE – SCHEDULE C2

SPECIAL PROVISIONS: (continued)

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

- If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 315

CANCELLING PSC KY NO. 5

8th Revised SHEET NO. 32

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE C3

AVAILABILITY:

Applicable to contracts with demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

MONTHLY RATE:

Consumer Charge	
Transformer Size of 10,000 – 14,999 kVa	\$ 3,421.59
Transformer Size of 15,000 kVa and greater	\$ 5,430.92
Demand Charge per kW	\$ 6.18
Energy Charge per kWh	\$ 0.04546

BILLING DEMAND:

The monthly billing demand shall be the greater of (a) or (b) listed below:

- a) The contract demand
- b) The ultimate consumer’s peak demand during the current month or preceding eleven months. The peak demand shall be the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE January 5, 2016
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DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 315.1

CANCELLING PSC KY NO. 5

3rd Revised SHEET NO. 33

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LARGE INDUSTRIAL RATE – SCHEDULE C3

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- a) Consumer Charge.
- b) The product of the contract demand multiplied by the contract demand charge.
- c) The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh.
- d) Contract provisions that reflect special facilities requirements.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of this billing demand is less than 0.90 (90%), the demand for the billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 315.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 34

LARGE INDUSTRIAL RATE – SCHEDULE C3

SPECIAL PROVISIONS:

1. **Delivery Point** – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. If service is furnished at Seller’s primary line voltage, the delivery point shall be the point of attachment of Seller’s primary line to consumer’s transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE January 5, 2016

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TITLE President & CEO

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 316

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 93

**COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE LESS THAN 100 kW**

AVAILABILITY

Available only to qualified cogeneration or small power production facilities with a design capacity of less than 100 kW which have executed a contract with Shelby Energy Cooperative, Inc. and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC.

RATES

1. Capacity

- a. \$1.89 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC. (R)
- b. \$0.00022 per kWh is applicable if cogenerator or small power producer is not dispatched by EKPC. (R)

2. Energy – A base payment per kWh is listed below for a time-differentiated basis or a non-time differentiated basis for the specified years.

a. Time Differentiated Rates:

Year	<u>Winter</u>		<u>Summer</u>	
	On-Peak	Off-Peak	On-Peak	Off-Peak
2016	\$0.04028*	\$0.03241	\$0.03904	\$0.02793*
2017	\$0.04126*	\$0.03320	\$0.03984	\$0.02851*
2018	\$0.04158*	\$0.03343	\$0.04111*	\$0.02951
2019	\$0.04198	\$0.03372*	\$0.04201*	\$0.03006
2020	\$0.04271	\$0.03439	\$0.04265	\$0.03050

(R)* (I)
(R)* (I)
(R)* (I)
(I) (R)*
(N)

DATE OF ISSUE March 31, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
6/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 316.1

CANCELLING PSC KY NO. 5

Original SHEET NO. 95

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE LESS THAN 100 kW

RATES (continued)

b. Non-Time Differentiated Rates:

Year	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020[^]</u>
Rate	\$0.03477	\$0.03556	\$0.03619	\$0.03669	\$0.03732 [^]

(N)[^]

The on-peak and off-peak energy rates are applicable during the hours listed below for each season:

Winter (October – April)

On –Peak 7:00 a.m. – 12:00 noon
5:00 p.m. – 10:00 p.m.

Off-Peak 12:00 noon – 5:00 p.m.
10:00 p.m. – 7:00 a.m.

Summer (May – September)

On-Peak 10:00 a.m. – 10:00 p.m.

Off-Peak 10:00 p.m. – 10:00 a.m.

TERMS AND CONDITIONS

1. All power from a Qualifying Facility (QF) will be sold only to EKPC.
2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE March 31, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
Aaron D. Greenwell ACTING EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 6/1/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 316.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

4th Revised SHEET NO. 95

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE LESS THAN 100 kW

RATES (continued)

3. Qualifying Facility (QF) shall provide reasonable protection for EKPC and Shelby Energy Cooperative, INC.
4. Qualifying Facility (QF) shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations and generally accepted utility practices.
5. Qualifying Facility shall reimburse EKPC and Shelby Energy Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. Qualifying Facility shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
7. Initial contact term shall be for a minimum of five years.
8. Qualifying Facilities proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 317

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 90

**COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE OVER 100 kW**

AVAILABILITY

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW which have executed a contract with Shelby Energy Cooperative, Inc. and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC.

RATES

The rates set forth below shall be used as the basis for negotiating a final purchase rate with qualifying facilities pursuant to Section 7 of 807 KAR 5:054.

1. Capacity

- a. \$1.89 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC. (R)
- b. \$0.00022 per kWh is applicable if cogenerator or small power producer is not dispatched by EKPC. (R)

2. Energy – A base payment per kWh is listed below for a time-differentiated basis or a non-time differentiated basis for the specified years.

a. Time Differentiated Rates:

Year	Winter		Summer	
	On-Peak	Off-Peak	On-Peak	Off-Peak
2016	\$0.04028*	\$0.03241	\$0.03904	\$0.02793*
2017	\$0.04126*	\$0.03320	\$0.03984	\$0.02851*
2018	\$0.04158*	\$0.03343	\$0.04111*	\$0.02951
2019	\$0.04198	\$0.03372*	\$0.04201*	\$0.03006
2020	\$0.04271	\$0.03439	\$0.04265	\$0.03050

(R)* (I)
(R)* (I)
(R)* (I)
(I) (R)*
(N)

DATE OF ISSUE March 31, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
6/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

1st Revised SHEET NO. 317.1

CANCELLING PSC KY NO. 5

Original SHEET NO. 92

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

**COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE OVER 100 kW**

RATES (continued)

b. Non-Time Differentiated Rates:

Year	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020[^]</u>
Rate	\$0.03477	\$0.03556	\$0.03619	\$0.03669	\$0.03732 [^]

(N)[^]

The on-peak and off-peak energy rates are applicable during the hours listed below for each season:

Winter (October – April)

On –Peak 7:00 a.m. – 12:00 noon
5:00 p.m. – 10:00 p.m.

Off-Peak 12:00 noon – 5:00 p.m.
10:00 p.m. – 7:00 a.m.

Summer (May – September)

On-Peak 10:00 a.m. – 10:00 p.m.

Off-Peak 10:00 p.m. – 10:00 a.m.

TERMS AND CONDITIONS

1. All power from a Qualifying Facility (QF) will be sold only to EKPC.
2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE March 31, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2016

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SIGNATURE OF OFFICER

TITLE President & CEO

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IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Aaron D. Greenwell
ACTING EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
6/1/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 317.2

CANCELLING PSC KY NO. 5

4th Revised SHEET NO. 92

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

COGENERATION AND SMALL POWER PRODUCTION
POWER PURCHASE RATE SCHEDULE OVER 100 kW

RATES (continued)

3. Qualifying Facility (QF) shall provide reasonable protection for EKPC and Shelby Energy Cooperative, INC.
4. Qualifying Facility (QF) shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations and generally accepted utility practices.
5. Qualifying Facility shall reimburse EKPC and Shelby Energy Cooperative, Inc. for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. Qualifying Facility shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
7. Initial contact term shall be for a minimum of five years.
8. Qualifying Facilities proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE January 5, 2016

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.0

ECONONMIC DEVELOPMENT RIDER

APPLICABILITY

The Economic Development Rider (“EDR”) is available in all the service territory served by Shelby Energy Cooperative, Inc. (“Shelby Energy”).

AVAILABILITY

Available as a rider to qualifying Shelby Energy’s non-residential customers to be served or being served under East Kentucky Power Cooperative, Inc.’s (“EKPC”) Sections B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, Shelby Energy and the qualifying non-residential customer for such economic development rate service filed with and approved by the Kentucky Public Service Commission (“Commission”).

ECONOMIC DEVELOPMENT

Service under EDR is available to:

- 1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an “Enhanced Incentive County”, then the minimum average monthly billing load will be 250 kW over a 12 month period.
- 2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load (“ED Base Load”). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an “Enhanced Incentive County”, then the minimum average monthly billing load increase will be 250 kW over a 12 month period. The ED Base load will be determined as follows:

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MONTH / DATE / YEAR

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SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.1

ECONONMIC DEVELOPMENT RIDER

Service under EDR is available to: (continued)

- a. The existing customer’s ED Base Load will be determined by averaging the customer’s previous three years’ monthly billing loads. EKPC, Shelby Energy and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.
 - b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load’s value is established, it will not be subject to variation or eligible for service under the EDR.
 - c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer’s ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, Shelby Energy and the customer concerning the affected portion of the customer’s ED Base Load.
- 3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer-specific meter installation shall be recovered from the customer.
- 4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
- a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
 - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6th of the remaining months of the discount period.

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DATE EFFECTIVE February 5, 2016

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SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.2

ECONONMIC DEVELOPMENT RIDER

Service under EDR is available to: (continued)

- c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
- 5) A customer desiring service under the EDR must submit an application for service that includes:
- a. A description of the new load to be served;
 - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and
 - c. The capital investment the customer anticipates making associated with the EDR load.
- 6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

RATE

The rate available under the EDR shall be in the form of a discount to the Total Demand Charge on the EKPC rate section applicable to the customer. The Total Demand Charge is the sum of all demand charges, including any credits provided under any other demand-related rider, before the EDR discounts as described below are applied. A customer taking service under the EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following discount options:

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ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.3

ECONONMIC DEVELOPMENT RIDER

RATE (continued)

Discount Period	3 years	4 years	5 years
Required Minimum Contract Term	6 years	8 years	10 years
Discount to Total Demand Charge:			
First 12 consecutive monthly billings	30%	40%	50%
Next 12 consecutive monthly billings	20%	30%	40%
Next 12 consecutive monthly billings	10%	20%	30%
Next 12 consecutive monthly billings	0%	10%	20%
Next 12 consecutive monthly billings	0%	0%	10%

The discount will not be smaller than the amount calculated from the EKPC rate sections.

TERMS AND CONDITIONS

- 1) EKPC and Shelby Energy will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
- 2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract

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SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 318.4

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 132.4

ECONONMIC DEVELOPMENT RIDER

TERMS AND CONDITIONS (continued)

or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

- 3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and Shelby Energy initiates service to the customer.
- 4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into an EDR special contract; the successor customer may be allowed to fulfill the balance of the EDR special contract.
- 5) EKPC and Shelby Energy may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.

DATE OF ISSUE January 5, 2016

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ISSUED BY *Debra J. Martin*

SIGNATURE OF OFFICER

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 319

CANCELLING PSC KY NO. 5

2nd Revised SHEET NO. 62

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE

AVAILABILITY:

In all of the Company's service territory.

APPLICABILITY:

This rate schedule shall apply to all electric rate schedules and special contracts.

RATE:

$CES(m) = ES(m)$

where CES(m) = Current Month Environmental Surcharge Factor
ES(m) = Current Month Environmental Surcharge Calculation

$ES(m) = [((WESF) \times (\text{Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge})) + (\text{Over})/(\text{Under Recovery})] \text{ divided by } [\text{Average of 12-months ending Retail Revenue (excluding environmental surcharge)}] = \underline{\hspace{2cm}}\%$

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

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TITLE President & CEO

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 319.1

CANCELLING PSC KY NO. 5

2nd Revised SHEET NO. 63

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

RATE SCHEDULE ES - ENVIRONMENTAL SURCHARGE

RATE: (continued)

(Over)/Under Recovery =

6-months cumulative (over)/under recovery as defined by amount billed by EKPC to Member System minus the amount billed by Member System to retail customer. Over or under recoveries shall be amortized over a six-month period.

BILLING

The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge billed.

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DATE EFFECTIVE February 5, 2016

MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATE _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

3rd Revised SHEET NO. 35

INTERRUPTIBLE SERVICE

STANDARD RIDER

This Interruptible Rate is a rider to Rate Schedule(s) 2, 22, B1, B2, B3, C1, C2, and C3.

APPLICABLE

In all territory served by the Cooperative

AVAILABILITY OF SERVICE

This schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below.

MONTHLY RATE

A monthly demand credit per kW is to be based on the following matrix:

Annual Hours of Interruption

<u>Notice Minutes</u>	<u>200</u>	<u>300</u>	<u>400</u>
30	\$4.20	\$4.90	\$5.60

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

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ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
2/5/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 36

INTERRUPTIBLE SERVICE

DETERMINATION OF MEASURED LOAD – BILLING DEMAND

The monthly billing demand shall be the highest average rate at which energy is used during any fifteen consecutive minute period during the below listed hours:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
November through April	6:00 a.m. to 9:00 p.m.
May through October	10:00 a.m. to 10:00 p.m.

The interruptible billing demand shall be equal to the amount by which the monthly billing demand exceeds the minimum billing demand as specified in the contract.

CONDITIONS OF SERVICE FOR MEMBER CONTRACT

1. The member will, upon notification by the Cooperative, reduce his/her load being supplied by the Cooperative to the minimum billing demand specified by the contract.
2. The Cooperative will endeavor to provide the member with as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period contracted.
3. Service will be furnished under the Cooperative’s “Rules and Regulations” except as set out herein and/or provisions agreed to by written contract.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.2

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

1st Revised SHEET NO. 37

INTERRUPTIBLE SERVICE

CONDITIONS OF SERVICE FOR MEMBER CONTRACT (continued)

4. No responsibility of any kind shall attach the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the member's premises, required for interruptible service.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.
7. The Fuel Adjustment Clause, as specified in the prevailing rate schedule is applicable.
8. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the member.

CALCULATION OF MONTHLY BILL

The monthly bill is calculated on the following basis:

- A. Sum of customer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate, plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, plus
- D. Energy in kWh multiplied by the energy rate.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

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SIGNATURE OF OFFICER

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IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 320.3

CANCELLING PSC KY NO. 5

2nd Revised SHEET NO. 38

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

INTERRUPTIBLE SERVICE

NUMBER AND DURATION OF INTERRUPTIONS

- A. There shall be no more than two (2) interruptions during any 24 hour calendar day. No interruption shall last more than twelve hours
- B. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
- C. The maximum number of annual hours of interruption shall be in accordance with the member contracted level of interruptible service.

CHARGE FOR FAILURE TO INTERRUPT

If member fails to interrupt load as requested by the Cooperative, the Cooperative shall bill the uninterrupted load at a rate equal to five (5) times the applicable firm power demand charge for that billing month. Uninterrupted load is equal to actual load during requested interruption minus minimum billing demand.

DATE OF ISSUE January 5, 2016

MONTH / DATE / YEAR

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ISSUED BY *Debra F. Martin*

SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 96

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Shelby Energy Cooperative’s service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Shelby Energy Cooperative’s single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Shelby Energy Cooperative’s obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Shelby Energy Cooperative 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 Shelby Energy Cooperative’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, Shelby Energy Cooperative may provide Net Metering to other member- generators not meeting all the conditions listed above on a case-by-case basis.

METERING

Shelby Energy Cooperative 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 the Shelby Energy Cooperative’s Commission approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Shelby Energy Cooperative using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Shelby Energy Cooperative to the member-generator and from the member-generator to Shelby Energy Cooperative with each directional energy flow recorded independently. If time-of-day or time-of-use

DATE OF ISSUE January 5, 2016
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ISSUED BY *Debra F. Martin*
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TITLE President & CEO

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IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.4

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 100

RATES SCHEDULE NM—NET METERING

LEVEL 1 (continued)

If the generating facility does not meet all of the above listed criteria, Shelby Energy Cooperative in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Shelby Energy Cooperative determines that the generating facility can be safely and reliably connected to Shelby Energy Cooperative’s system; or 2) deny the Application as submitted under the Level 1 Application.

Shelby Energy Cooperative 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, Shelby Energy Cooperative 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, Shelby Energy Cooperative 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 if required by Shelby Energy Cooperative. Shelby Energy Cooperative’s approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Shelby Energy Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Shelby Energy Cooperative to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Shelby Energy Cooperative and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Shelby Energy Cooperative expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Shelby Energy Cooperative approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Shelby Energy Cooperative.

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

DATE OF ISSUE _____ January 5, 2016
Month / Date / Year

DATE EFFECTIVE _____ February 5, 2016
Month / Date / Year

ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.6

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 102

RATES SCHEDULE NM—NET METERING

LEVEL 2 (continued)

If the Application lacks complete information, Shelby Energy Cooperative 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 changes to Shelby Energy Cooperative’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 Shelby Energy Cooperative 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 may be charged by Shelby Energy Cooperative for Level 1 Applications.

Shelby Energy Cooperative requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event Shelby Energy Cooperative 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. Shelby Energy Cooperative 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.

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ISSUED BY _____

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.13

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 109

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 locations of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative'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: _____

DATE OF ISSUE January 5, 2016

Month / Date / Year

DATE EFFECTIVE February 5, 2016

Month / Date / Year

ISSUED BY *Debra J. Martin*
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.18

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 114

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) The Member may terminate this Agreement at any time by giving Shelby Energy Cooperative at least sixty (60) days' written notice; (b) Shelby Energy Cooperative 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 Shelby Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Shelby Energy Cooperative 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.

DATE OF ISSUE January 5, 2016
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Month / Date / Year

ISSUED BY *Debra J. Martin*
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IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.23

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 119

- 2) The Member shall install, operate, and maintain, at the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Shelby Energy Cooperative'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 Shelby Energy Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Shelby Energy Cooperative, 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) Shelby Energy Cooperative's rules, regulations, and Service Regulations as contained in Shelby Energy Cooperative'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, the 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 Shelby Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Shelby Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.
- 5) The 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 Shelby Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Shelby Energy Cooperative's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Shelby Energy Cooperative to any of its other members or to any electric system interconnected with Shelby Energy Cooperative's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Shelby Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably

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IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR _____ All Territory Served
Community, Town or City

P.S.C. KY. NO. _____ 9

Original SHEET NO. _____ 321.24

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____ 5

Original SHEET NO. _____ 120

adequate service to its members.

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Shelby Energy Cooperative'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 Shelby Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Shelby Energy Cooperative.
- 7) After initial installation, Shelby Energy Cooperative 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 the Member, Shelby Energy Cooperative 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, an eligible Member shall furnish and install on the 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 Shelby Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Shelby Energy Cooperative'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 Shelby Energy Cooperative personnel at all times. Shelby Energy Cooperative 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 Shelby Energy Cooperative's safety and operating protocols.

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Month / Date / Year

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ISSUED BY _____ *Debra J. Martin*
(Signature of Officer)

TITLE _____ President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served
Community, Town or City

P.S.C. KY. NO. 9

Original SHEET NO. 321.28

Shelby Energy Cooperative, Inc.
(Name of Utility)

CANCELLING P.S.C. KY. NO. 5

Original SHEET NO. 124

Exhibit A
(To be developed by each member system)

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 Utility facilities is required, Exhibit A will also contain a description and associated cost.

Exhibit A will also specify requirements for a Utility inspection and witness test and when limited operation for testing or full operation may begin.

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Month / Date / Year

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Month / Date / Year

ISSUED BY *Debra J. Martin*

(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 322

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

LED Outdoor Lighting Facilities – RATE 3L

AVAILABILITY

Available to all consumers of the Cooperative, subject to the Rules and Regulations.

TYPES OF SERVICE:

Cooperative will furnish, install, and maintain at no extra expense to the consumer, a light-emitting diode (LED) lighting unit, in accordance with the rate schedule and conditions of service below. The lighting unit shall be controlled by a photocell to energize the unit from dusk to dawn.

RATES PER MONTH:

<u>TYPE</u>	<u>LUMENS</u>	<u>RATE</u>
Standard	Approximate Lumens 4,800-6,800	\$10.02
Decorative Colonial	Approximate Lumens 4,800-6,800	\$12.46
Cobra Head	Approximate Lumens 7,200-10,000	\$13.63
Directional Flood Light	Approximate Lumens 15,000-18,000	\$18.64

Service for the above units shall be unmetered and billed on the consumer’s monthly bill for other electrical service furnished by the Cooperative, at a rate in accordance with the above rate schedule.

*All new lights will be LED. High Pressure Sodium lights will be phased out upon failure and replaced with LED.

DATE OF ISSUE December 1, 2015

MONTH / DATE / YEAR

DATE EFFECTIVE January 1, 2016

MONTH / DATE / YEAR

ISSUED BY _____

Debra J. Martin
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
1/1/2016

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

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 322.1

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

LED Outdoor Lighting Facilities – RATE 3L

CONDITIONS OF SERVICE:

1. **Standard, Cobra Head and Directional Flood Lighting (Served Overhead)**

For installation on existing wood poles where 120/240 volt secondary voltage is available. Any additional required facilities may be provided by the Cooperative at an additional charge to be determined by the Cooperative.

2. **Decorative Colonial (Served Underground)**

For installations where 120/240 volt secondary voltage is available. The Cooperative shall furnish, install, own, and maintain the fixture for the lamp being used. The consumer shall pay the monthly rate plus any additional charges to be determined by the Cooperative. The consumer shall furnish and install all conduit, including trenching, back filling, and repaving/seeding/sodding as necessary in accordance with the Cooperative’s specifications. The Cooperative will make all necessary connections. Upon termination of this service, the Cooperative shall not be required to remove the lighting unit, pole, underground wiring or conduit.

3. The Cooperative shall maintain the lighting unit at no additional cost to the consumer during normal work hours. Outages will be reported promptly by the consumer.

4. The lighting unit poles and related facilities shall remain the property of the Cooperative. The consumer shall be responsible for lighting unit replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal failure.

5. The Cooperative is granted the right of ingress and egress over the lands of the Landowner to and from the lines and equipment and have the right to do all trimming and removal of trees and branches which in the discretion of the Cooperative is necessary for safety or the proper clearance of the lines and equipment.

DATE OF ISSUE December 1, 2015
MONTH / DATE / YEAR

DATE EFFECTIVE January 1, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 1/1/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 322.2

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

LED Outdoor Lighting Facilities – RATE 3L

MINIMUM CHARGE:

In the first year after installation of new facilities, the member is expected to pay for the first year of rates in advance. This advance payment would be equal to twelve times the rate listed above. Thereafter, the monthly charge per month per unit will apply.

TERMS OF PAYMENT:

The above rates are net; the gross rates are 10% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rate shall apply. No reduction will be made to the consumer's monthly charge under this schedule for service interruption time due to lamp failure or other cause beyond the control of the Cooperative.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in KAR 5:056.

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 1/1/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 401

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 127

SECTION DSM

INDUSTRIAL COMPRESSED AIR PROGRAM

PURPOSE

The Industrial Advanced Compressed Air Program is a program designed to reduce electricity consumption through a comprehensive approach to efficient production and delivery of compressed air in industrial facilities. The program includes (1) training of plant staff; (2) a detailed system assessment of the plant's compressed air system including written findings and recommendations; and (3) incentives for capital-intensive improvements.

AVAILABILITY

This program is available to commercial and industrial facilities using electric compressed air applications located in all service territory served by Shelby Energy Cooperative, Inc.

ELIGIBILITY

To qualify for the Industrial Compressed Air Program, the member must be on a retail industrial rate and must be a manufacturing operation with a compressed air system that is turned on during all the operating hours of the facility. The business must have been in operation for at least two years prior to January 1, 2011, and be current on its power bill payment to Shelby Energy Cooperative, Inc.

REBATE

If the member reduces at least 60% of the compressed air leaks (CFMs), Shelby Energy Cooperative, Inc. will reimburse to the member the cost of the original compressed air leakage audit up to \$5,000.

TERM

The Industrial Compressed Air Program is an ongoing program.

VERIFICATION PROCEDURE

Determination of the amount of leakage reduction:

1. The leakage reduction will be determined by the measured reduction in compressed air leakage.

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 401.1

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(NAME OF UTILITY)

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SECTION DSM

INDUSTRIAL COMPRESSED AIR PROGRAM

VERIFICATION PROCEDURE (continued)

2. An ultrasonic compressed air leakage audit shall be performed and the results of this audit provided to the member and Shelby Energy Cooperative, Inc. The report will contain an estimate of the amount of excess load in kW that the leaks are causing. The report will include a detail of leaks detected. The detail of leaks and the excess kW load will be based on the criteria for leak reporting.
3. Upon completion of repairs to the system, a follow-up ultrasonic compressed air leakage audit will be conducted for the documented leaks to measure the difference in the kW leakage load. The follow-up audit report will show the net kW leakage saved and results provided to the member and Shelby Energy Cooperative, Inc.

Criteria for leak reporting:

1. The criteria for reporting leaks shall be at the discretion of the auditor. At a minimum, the report must detail the leak location, decibels measured, CFM of air leakage and kW leakage load for each leak and summed for the facility.
2. The basic rule is that leaks that do not exceed 30 decibels in ultrasonic noise will not be reported or counted in the leakage kW load.
3. Exceptions to the 30 decibels rule are as follows:
 - a. In a quiet environment with a minimal amount of compressed air, the minimum will drop to between 15 to 20 decibels.
 - b. In a high noise environment, especially with robotic welding, the minimum will be raised to 40 to 50 decibels.
 - c. Distance is also a factor. A 25 decibel leak in a truck pipe, in a 20-foot ceiling, in a noisy environment, will be documented and added to the leakage kW according to the distance.

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TARIFF BRANCH
<i>Brent Kirtley</i>
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 402

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 6

1st Revised SHEET NO. 129

SECTION DSM

BUTTON-UP WEATHERIZATION PROGRAM

PURPOSE

The Button-Up Weatherization Program offers an incentive for reducing the heat loss of a home. The retail member/homeowner may qualify for this incentive by improving insulation, installing higher efficiency windows and doors, or by reducing the air leakage of their home.

AVAILABILITY

This program is available to residential members/homeowners served by Shelby Energy Cooperative.

ELIGIBILITY

This program is targeted at older single-family, multi-family or manufactured dwellings. Eligibility requirements are:

- Home must be two (2) years old or older to qualify for the incentive.
- Primary source of heat must be electricity.
- Eligible dwellings may qualify for one of four levels:

BUTTON-UP LEVEL I

The insulation portion of the Button-Up incentive will promote the reduction of energy usage on the part of the retail member by providing an incentive of \$40 per one thousand British thermal unit per hour (Btuh) reduced, up to \$520 resulting from improved insulation or installing higher efficiency windows or doors. Heat loss calculation of Btuh reduced will be made by Shelby Energy Cooperative using either Manual J 8th Edition or through other methods approved by East Kentucky Power Cooperative (EKPC). Heat loss calculations in Btuh are based on the winter design temperature.

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PSC KY NO. 9

Original SHEET NO. 402.1

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SECTION DSM

BUTTON-UP WEATHERIZATION PROGRAM

BUTTON-UP LEVEL I W/ AIR SEALING

The air sealing portion of the Button Up incentive will promote the reduction of energy usage through air sealing on the part of retail members. Typical air sealing could include caulking, improved weather stripping, sealing attic accesses, etc. To receive this incentive either an EKPC approved contractor or Shelby Energy Cooperative representative must perform a “pre” and “post” blower door test to measure actual Btuh reduced. This portion of the Button Up incentive will also pay \$40 per thousand Btuh’s reduced and increases the Button-Up Level I maximum incentive to \$750.

BUTTON-UP LEVEL II

The Button-Up Level II portion of this incentive will promote energy conservation through a whole house approach. This level of incentive is targeted at retail members experiencing high energy bills as a result of excessive heat loss from multiple causes. The incentive promotes the member to address all of the problems in their home at one time. Retail members who reduce their home’s energy needs by 26,500 Btuh are eligible for the full Button up Level I Air Seal incentive plus an additional \$310 for a total of \$1,060. To receive this incentive either an EKPC approved contractor or Shelby Energy Cooperative representative must perform a “pre” and “post” inspection/blower door and duct leakage test of the home to measure actual Btuh reduced. Each home must meet minimum requirements as determined by Shelby Energy Cooperative.

BUTTON-UP LEVEL III

The Button-Up Level III portion of this incentive will promote energy conservation through a whole house approach. This level of incentive is targeted at retail members experiencing extremely high energy bills as a result of excessive heat loss from multiple causes. The incentive promotes the member to address all of the problems in their home at one time. Retail members who reduce their home’s energy needs by 34,250 Btuh are eligible for the full Button-Up Level I Air Seal incentive plus an

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KENTUCKY PUBLIC SERVICE COMMISSION
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TARIFF BRANCH <i>Brent Kirtley</i>
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FOR All Territory Served

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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM

BUTTON-UP WEATHERIZATION PROGRAM

BUTTON-UP LEVEL III (continued)

additional \$620 for a total of \$1,370. To receive this incentive either an EKPC approved contractor or Shelby Energy Cooperative representative must perform a “pre” and “post” inspection/blower door and duct leakage test of the home to measure actual Btuh reduced. Each home must meet minimum requirements as determined by Shelby Energy Cooperative

BUTTON-UP LEVEL I INCENTIVE

Shelby Energy Cooperative will provide an incentive to residential members/homeowners of \$40 per one thousand Btuh reduced, up to \$520. A blower door test is not required to receive this incentive up to the maximum incentive of \$520.

BUTTON-UP LEVEL I WITH AIR SEALING INCENTIVE

Shelby Energy Cooperative will provide an incentive to residential members/homeowner of \$40 per one thousand Btuh reduced, up to \$750. To qualify for the increased maximum incentive of \$750 as noted herein, a blower door test is required.

BUTTON-UP LEVEL II INCENTIVE

Shelby Energy Cooperative will provide an incentive of \$1,060 to residential members/homeowner who reduce their home’s energy needs by 26,500 Btuh. To qualify for the increased maximum incentive as noted herein, the home must pass a blower door test, duct leakage test, and meet the minimum program requirements.

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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FOR All Territory Served

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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM

BUTTON-UP WEATHERIZATION PROGRAM

BUTTON-UP LEVEL III INCENTIVE

Shelby Energy Cooperative will provide an incentive of \$1,370 to residential members/homeowner who reduce their home's energy needs by 34,250 Btuh. To qualify for the increased maximum incentive as noted herein, the home must pass a blower door test, duct leakage test, and meet the minimum program requirements.

TERM

The program is an ongoing program.

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EXECUTIVE DIRECTOR**

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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 403

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 6

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SECTION DSM
HEAT PUMP RETROFIT PROGRAM

PURPOSE

The Heat Pump Retrofit Program provides incentives for residential customers to replace their existing resistance heat source with a high efficiency heat pump.

AVAILABILITY

This program is available to residential members/homeowners served by Shelby Energy Cooperative.

ELIGIBILITY

This program is targeted to retail members who currently heat their home with a resistance heat source; this program is targeted to site built homes, manufactured homes, and multi-family dwellings. Eligibility requirements are:

- Incentive only applies when homeowner’s primary source of heat is an electric resistance heat furnace, ceiling
- cable heat, or baseboard heat.
- Existing heat source must be at least two (2) years old.
- New manufactured homes are eligible for the incentive.
- Air-Conditioning, Heating, and Refrigeration Institute (“AHRI”) ratings may range as follows: Seasonal Energy Efficiency Ratio (“SEER”) minimum 13; Heating Seasonal Performance Factor (“HSPF”) minimum 7.5.

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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM
HEAT PUMP RETROFIT PROGRAM

INCENTIVES

Homeowners/members replacing their existing resistance heat source with a heat pump will qualify for the following incentive based on the AHRI Rating:

<u>AHRI RATING</u>	<u>INCENTIVE TO MEMBER</u>
13 SEER 7.5 HSPF	\$500
14 SEER 8.0 HSPF	\$750
≥15 SEER ≥8.5 HSPF	\$1,000

TERM

The program is an ongoing program.

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Original SHEET NO. 404

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

2nd Revised SHEET NO. 1

SECTION DSM
TOUCHSTONE ENERGY HOME

PURPOSE

In an effort to improve new residential home energy performance Shelby Energy Cooperative has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is $\geq 15\text{-}20\%$ more efficient than the Kentucky standard built home. The standard built new home in rural Kentucky typically receives a 100 on the Home Energy Rating System (“HERS”) Index. A HERS Index Score of 100 means the home is built to only moderate levels of efficiency- generally the 2004 International Energy Conservation Code (“IECC”).

AVAILABILITY

This program is available to residential members/homeowner served by Shelby Energy Cooperative.

ELIGIBILITY

To qualify as a Touchstone Energy Home under Shelby Energy Cooperative program, the participating single-family home must be located in the service territory of Shelby Energy Cooperative and must meet the program guidelines following one of the three available paths of approval. Multi-family dwellings pre-approved by East Kentucky Power Cooperative, Inc. may be eligible.

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SECTION DSM
TOUCHSTONE ENERGY HOME

Prescriptive Path:

- Home must meet each efficiency value as prescribed by Shelby Energy Cooperative
- Home must receive pre-drywall inspection and complete Shelby Energy Cooperative’s pre-drywall checklist (contact an energy advisor at Shelby Energy Cooperative for a copy of the checklist)
- Home must receive a final inspection, pass a whole house air leakage test (<7 air changes per hour @50 pascals), and duct leakage test (<10% of the fan’s rated capacity).
- Primary source of heat must be an Air Source Heat Pump ≥14 Seasonal Energy Efficiency Ratio (“SEER”)/8.2 Heating Seasonal Performance Factor (“HSPF”) or Geothermal
- Water Heater must be an electric storage tank water heater that is ≥ .90 Energy Factor (EF)

Performance Path Level #1:

- Home must receive a HERS Index score between 80-85 (15-20% more efficient than the KY standard built home)
- Home must receive pre-drywall inspection and complete Shelby Energy Cooperative’s pre-drywall checklist (contact an energy advisor at Shelby Energy Cooperative for a copy of the checklist)
- Home must receive a final inspection, pass a whole house air leakage test (<7 air changes per hour @50 pascals), and duct leakage test (<10% of the fan’s rated capacity).
- Primary source of heat must be an Air Source Heat Pump ≥13SEER/7.5HSPF or Geothermal
- Home must pass 2009 IECC performance path.
- Water Heater must be an electric storage tank water heater that is ≥ .90 (EF)

Performance Path Level #2:

- Home must receive a HERS Index score of ≤79 (At least 21% more efficient than the KY standard built home)
- Home must receive pre-drywall inspection and complete Shelby Energy Cooperative’s pre-drywall checklist. (Contact an energy advisor at Shelby Energy Cooperative for a copy of the checklist)

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**KENTUCKY
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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM
TOUCHSTONE ENERGY HOME

Performance Path Level #2: (continued)

- Home must receive a final inspection, pass a whole house air leakage test (<7 air changes per hour @50 pascals), and duct leakage test (<10% of the fan’s rated capacity).
- Primary source of heat must be an Air Source Heat Pump ≥13SEER/7.5HSPF or Geothermal
- Home must pass 2009 IECC performance path.
- Water Heater must be an electric storage tank water heater that is ≥ .90 (EF)

PRESCRIPTIVE PATH INCENTIVE

Shelby Energy Cooperative will provide an incentive of \$750 to residential members/homeowner that build their new home to meet the requirements of the Prescriptive Path as listed above.

PERFORMANCE PATH LEVEL #1 INCENTIVE

Shelby Energy Cooperative will provide an incentive of \$250 to residential members/homeowner that build their new home to meet the requirements of the Performance Path Level #1 as listed above.

PERFORMANCE PATH LEVEL #2 INCENTIVE

Shelby Energy Cooperative will provide an incentive of \$750 to residential members/homeowner that build their new home to meet the requirements of the Performance Path Level #2 as listed above.

TERM

The program is an ongoing program.

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JEFF R. DEROUEN EXECUTIVE DIRECTOR
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<i>Brent Kirtley</i>
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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM

DIRECT LOAD CONTROL PROGRAM – COMMERCIAL

PURPOSE

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling EKPC to utilize its system more efficiently, manage market purchases, and defer the construction of new generation.

AVAILABILITY

The Direct Load Control Program is available to commercial customers in the service territories of Shelby Energy Cooperative and will include the control of air conditioners and water heaters.

Availability may be denied where; in the judgment of Shelby Energy Cooperative, installation of the load control equipment is impractical.

ELIGIBILITY

To qualify for this Program, the participant must be located in the service territory of Shelby Energy Cooperative and have a central air conditioning unit and/or a 40-gallon (minimum) electric water heating unit. The appliance may be electrically cycled or interrupted in accordance with the rules of this Tariff.

The participant is responsible for obtaining the permission of the commercial property owner to participate in the load control program Shelby Energy Cooperative may require that a rental property agreement be executed between the Member System and the owner of the rented commercial property.

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KENTUCKY PUBLIC SERVICE COMMISSION
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(NAME OF UTILITY)

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SECTION DSM

DIRECT LOAD CONTROL PROGRAM – COMMERCIAL

PROGRAM INCENTIVES

EKPC and participating Member Systems will provide an incentive to the participants in this program for the following appliances.

Air Conditioners The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five tons will receive a monthly credit of \$5.00 per unit. Units over five tons will receive an additional monthly credit of \$1.00 per ton per unit. Shelby Energy Cooperative will reimburse the participating commercial member at the applicable incentive credit during the months of June through September. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.

Water Heaters Shelby Energy Cooperative will reimburse the participating commercial member \$10.00 per water heater annually. The participant will receive this credit regardless of whether the water heater is actually controlled.

TIME PERIOD FOR DIRECT LOAD CONTROL PROGRAM

Air Conditioners A load control device will be placed on each central air conditioning unit that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via AMR or AMI.

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Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM

DIRECT LOAD CONTROL PROGRAM – COMMERCIAL

Air Conditioners (continued)

EKPC will control the air conditioning units only during its summer on-peak billing hours listed below:

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
May through September	10:00 a.m. to 10:00 p.m.

Water Heaters A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of six hours during the May through September months indicated below and for a maximum time period of four hours during the October through April months indicated below.

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

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
October through April	6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

TERMS AND CONDITIONS

1. Prior to the installation of load control devices, Shelby Energy Cooperative may inspect the participant's electrical equipment to insure good repair and working condition, but Shelby Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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Shelby Energy Cooperative, Inc.
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SECTION DSM

DIRECT LOAD CONTROL PROGRAM – COMMERCIAL

TERMS AND CONDITIONS (continued)

2. EKPC on behalf of Shelby Energy Cooperative, will install, own, and maintain the load management devices controlling the participant’s air conditioner unit or water heater. The participant must allow Shelby Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Shelby Energy Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at Shelby Energy Cooperative’s option, result in discontinuance of credits under this tariff until such time as Shelby Energy Cooperative is able to gain the required access.

3. Participants may join the program at any time during the year. Participants with air conditioning who join during the months of June through September will receive bill credits beginning after the installation of the load control device and continuing for the months remaining in the June to September time period for that year. Participants with water heaters will receive the first annual incentive within 12 months after the installation of the load control device.

4. If a participant decides to withdraw from the program, Shelby Energy Cooperative will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of 6 months.

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SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/5/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 406

CANCELLING PSC KY NO. 5

3rd Revised SHEET NO. 96

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

SECTION DSM

DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL

PURPOSE

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling East Kentucky Power Cooperative (“EKPC”) to utilize its system more efficiently, manage market purchases, and defer the construction of new generation.

AVAILABILITY

The Direct Load Control Program is available to residential customers in the service territory of Shelby Energy Cooperative and will include the control of water heaters, air conditioners and heat pumps, and pool pumps.

Availability may be denied where, in the judgment of Shelby Energy Cooperative, installation of the load control equipment is impractical.

ELIGIBILITY

To qualify for this Program, the participant must be located in the service territory of Shelby Energy Cooperative and have:

- 40-gallon (minimum) electric water heating units, and/or
- Central air conditioning or heat pump units, and/or
- Pool pumps.

The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff. The participant may either own or rent the residence where the qualifying appliances are located. The residence may be either a single-family structure or a multi-family apartment facility. The

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
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SECTION DSM
DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL

ELIGIBILITY (continued)

participant is responsible for obtaining the permission of the owner of the rented residence to participate in the load control program. Shelby Energy Cooperative may require that a rental property agreement be executed between Shelby Energy Cooperative, and the owner of the rented residence.

PROGRAM INCENTIVES

Shelby Energy Cooperative will provide an incentive to the participants in this program for the following appliances.

Water Heaters Shelby Energy Cooperative will credit the residential power bill of the participant \$10.00 per water heater per year. The participant will receive this credit regardless of whether the water heater is actually controlled.

Air Conditioners and Heat Pumps Shelby Energy Cooperative will provide an incentive to the participants in this program. The participant may select one of two alternatives. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is actually controlled during any program month.

Alternative One Shelby Energy Cooperative will credit the residential power bill of the participant \$20.00 per air conditioner or heat pump (\$5 per summer months, June, July, August, and September).

Alternative Two When technically feasible, Shelby Energy Cooperative will provide and install at no cost one or more digital thermostats as needed for control purposes.

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TARIFF BRANCH
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FOR All Territory Served

PSC KY NO. 9

Original SHEET NO. 406.2

Shelby Energy Cooperative, Inc.
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SECTION DSM

DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL

PROGRAM INCENTIVES (continued)

After the initial selection of one of the alternatives, the participant may change to the other alternative subject to the following conditions:

- From bill credits to digital thermostats – The change in alternative will be permitted in any month except for the summer months of June through September. In addition, the participant will pay 50 percent of the installed cost of each digital thermostat.
- From digital thermostats to bill credits – the change in alternative will be permitted in any month except for the summer months of June through September. In addition, the participant will either reimburse EKPC, through Shelby Energy Cooperative, an amount equal to 50 percent of the original installed cost of each digital thermostat that was initially installed if the participant keeps the thermostat or pay 50 percent of the cost to remove each digital thermostat that was initially installed.
- Only one change in incentive alternatives will be permitted during a 12-month period.

Pool Pumps Shelby Energy Cooperative will credit the residential power bill of the participant \$20.00 per pool pump annually (\$5.00 per summer month, June, July, August and September). The participant will receive this credit regardless of whether the pool pump is actually controlled.

When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the program incentive between the participant and the owner of a rented residence.

PROGRAM SPECIAL INCENTIVES

Shelby Energy Cooperative will provide a special incentive up to \$25 for new participants that install a load control switch on qualifying electric water heaters, air conditioners and heat pumps, and/or pool

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PSC KY NO. 9

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Shelby Energy Cooperative, Inc.
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SECTION DSM

DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL

PROGRAM SPECIAL INCENTIVES (continued)

pumps. The one-time per residence incentive will be in the form of a bill credit on the electric bill following the switch installation.

TIME PERIODS FOR DIRECT LOAD CONTROL PROGRAM

Water Heaters A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of six hours during the May through September months indicated below and for a maximum time period of four hours during the October through April months indicated below.

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

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
October through April	6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Air Conditioners and Heat Pumps A load control device (switch or thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via AMR or AMI equipment.

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

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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SECTION DSM

DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL

TIME PERIODS FOR DIRECT LOAD CONTROL PROGRAM (continued)

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
May through September	10:00 a.m. to 10:00 p.m.

Pool Pumps A load control switch will be placed on the pool pump and may be controlled for a six-hour curtailment during on peak days May through September. In addition, there may be a 50 percent cycling for the ensuing two-hour recovery period to prevent creating a new peak.

TERMS AND CONDITIONS

1. Prior to the installation of load control devices, Shelby Energy Cooperative may inspect the participant's electrical equipment to insure good repair and working condition, but Shelby Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of Shelby Energy Cooperative, will install, own, and maintain the load management devices controlling the participant's air conditioner, heat pump, or water heater. The participant must allow Shelby Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Shelby Energy Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at Shelby Energy Cooperative's option, result in discontinuance of credits under this tariff until such time as Shelby Energy Cooperative is able to gain the required access.

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SECTION DSM

DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL

TERMS AND CONDITIONS (continued)

3. Participants may join the program at any time during the year. Participants with water heaters and/or pool pumps will receive the first annual incentive within 12 months after the installation of the load control device. Participants with air conditioning or heat pump units who join during the months of June through September can select an incentive alternative as described in this Tariff. If the bill credit incentive is selected, bill credits will not begin until after the installation of the load control device and continue for the months remaining in the June to September time period for that year.
4. If a participant decides to withdraw from the program or change incentive alternatives, Shelby Energy Cooperative will endeavor to implement the change as soon as possible.
5. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of 6 months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative, but may change alternatives later as described in this Tariff.

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
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TARIFF BRANCH

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PSC KY NO. 9

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Shelby Energy Cooperative
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Original SHEET NO. 132

SECTION DSM
APPLIANCE RECYCLING PROGRAM

PURPOSE

The Appliance Recycling Program (“ARP”) offers an incentive for the removal and recycling of old energy-inefficient refrigerators and freezers resulting in lower energy consumption at the participating residences.

AVAILABILITY

This program is available in all territories served by Shelby Energy Cooperative (“Shelby Energy”).

ELIGIBILITY

This program is targeted to existing single-family, multi-family, and manufactured homes that currently have old energy-inefficient refrigerators or freezers. The residential end-use cooperative member (“end-use member”) may be eligible for this incentive by offering an existing refrigerator or freezer, subject to detailed eligibility requirements, to be picked-up and recycled. Detailed eligibility requirements are available at Shelby Energy and on Shelby Energy’s website. General eligibility requirements are:

- Must be a residential end-use member of Shelby Energy;
- End-use member must own the appliance(s) being turned in for recycling;
- End-use member must be eligible for the incentive – maximum two (2) incentives per metered account per calendar year;
- Appliance must be between 7.75 and 30 cubic feet;
- Appliance must be plugged in, operational, working and cooling when collection team arrives;
- Appliance must be empty and have a clear path for removal and
- Appliance must be picked up from the service address on the end-use member’s billing account.

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SCHEDULE DSM
APPLIANCE RECYCLING PROGRAM

LANDLORD/TENANT RELATIONSHIPS

Notwithstanding the forgoing, a landlord who owns a qualifying appliance that is used by a tenant who is an end-use member of Shelby Energy shall also be eligible to participate in the ARP program regardless of whether said landlord is also an end-use member of Shelby Energy. A landlord may be eligible for a maximum of two (2) incentives per metered tenant end-use account per calendar year.

PAYMENT

The end-use member will receive a \$50 incentive (rebate) per qualifying appliance from either Shelby Energy or its designated ARP contractor.

TERM

The program is an ongoing program.

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PSC KY NO. 9

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Shelby Energy Cooperative
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SECTION DSM
ENERGY STAR® APPLIANCE PROGRAM

PURPOSE

The ENERGY STAR® Appliance (“ESAP”) Program offers an incentive for reducing the energy consumed by household appliances. The end-use cooperative member (“end-use member”) may qualify for this incentive (rebate) by purchasing an ENERGY STAR® qualifying appliance type listed in this tariff.

AVAILABILITY

This program is available in all territories served by Shelby Energy Cooperative (“Shelby Energy”).

ELIGIBILITY

This program is targeted to new single or multi-family homes, existing single or multi-family homes or manufactured homes purchasing ENERGY STAR® appliances. Eligibility requirements are detailed below and are available at Shelby Energy and on Shelby Energy’s website.

- Must be a residential end-user member of Shelby Energy Cooperative;
- Product must be certified by the Environmental Protection Agency (“EPA”) as an ENERGY STAR® Appliance. Eligible models can be found on ENERGESTAR.GOV;
- Product must be purchased after January 5, 2015;
- Product must be fully installed and operational;

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SECTION DSM

ENERGY STAR® APPLIANCE PROGRAM

ELIGIBILITY (continued)

- Rebate application must be completed and original receipt or copy must be provided for verification and
- Receipt must include the following information:
 1. Retailer’s Name;
 2. Itemized listing of product(s), including description(s), manufacturer(s), model number(s) or other identifying information. The receipt information must match the product information from the rebate application;
 3. Purchase price and proof that full payment was made;
 4. Purchase date and date of delivery or installment (if installed by a contractor) and
 5. For new construction, a Shelby Energy advisor (“energy advisor”) may enter the rebate application on behalf of the end-use member. For an application entered by the energy advisor, the application must be accompanied by a picture of the appliance model number and serial number. Rebate applications for new construction will only be accepted through an energy advisor.

Refrigerators & Freezers

- Refrigerators must be greater than 7.75 cubic feet in capacity and at least 20% more energy efficient than the minimum federal government standard (NAECA).
- End-use members may apply for one ENERGY STAR® certified refrigerator and one ENERGY STAR® certified freezer rebate per calendar year per member metered account. A maximum of two (2) rebates within this appliance category (refrigerators and freezers) will be allowed per metered account.

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TARIFF BRANCH
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Shelby Energy Cooperative
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SECTION DSM

ENERGY STAR® APPLIANCE PROGRAM

ELIGIBILITY (continued)

Dishwashers

- End-use members may apply for one ENERGY STAR® certified dishwasher rebate per premise/location per calendar year. A maximum of two (2) rebates within this appliance category (dishwashers) will be allowed per premise/location.

Clothes Washer

- End-use members may apply for one ENERGY STAR® certified clothes washer rebate per calendar year per metered account. A maximum of two (2) rebates within this appliance category (clothes washer) will be allowed per metered account.

Heat Pump Water Heater

- End-use members may apply for two ENERGY STAR® certified heat pump water heater rebate per calendar year per premise/location. A maximum of four (4) rebates within this appliance category (Heat Pump Water Heaters) will be allowed per premise/location.

Air Conditioner and Heat Pump

- Rebate application must be completed, signed and returned with an original or copy of the receipt and the Air-Conditioning, Heating, and Refrigeration Institute (“AHRI”) certificate obtained from the HVAC installer.
 1. AHRI certificate must list model numbers for the condenser unit (outside unit) and evaporator coil (indoor unit).
- End-use members may apply for up to three (3) ENERGY STAR® certified heat pumps or air conditioner rebates per calendar year per premise/location. A maximum of six (6) rebates within this appliance category (air conditioners and heat pumps) will be allowed per premise/location.

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PSC KY NO. 9

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Shelby Energy Cooperative
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Original SHEET NO. 133.3

SECTION DSM
ENERGY STAR® APPLIANCE PROGRAM

LANDLORD/TENANT RELATIONSHIPS:

Notwithstanding the forgoing, a landlord who rents to a tenant who is an end-use member of Shelby Energy shall also be eligible to participate in the ESAP program regardless of whether said landlord is also an end-use member of Shelby Energy. A landlord may be eligible for the same number of incentives per calendar year as a metered tenant end-use member.

PAYMENTS

Shelby Energy will provide an incentive (rebate) payment to the end-use member as noted in the following table:

Appliances	End-Use Member Rebate
Refrigerator	\$100
Freezer	\$50
Dishwasher	\$50
Clothes Washer	\$75
Heat Pump Water Heater	\$300
Air Source Heat Pump	\$300
Air Conditioner (Central)	\$300

TERM

The program is an ongoing program.

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KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

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Original SHEET NO. 409

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SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

PURPOSE

Shelby Energy Cooperative’s Community Assistance Resources for Energy Savings (“CARES”) program provides an incentive to enhance the weatherization and energy efficiency services provided to its retail members (“end-use member”) by the Kentucky Community Action Agency (“CAA”) network of not-for-profit community action agencies. On behalf of the end-use member, Shelby Energy Cooperative will pass along an East Kentucky Power Cooperative, Inc. (“EKPC”)–provided incentive to the CAA. Shelby Energy Cooperative’s program has two primary objectives. First, the EKPC-provided incentive, passed along by Shelby Energy Cooperative to the CAA, will enable the CAA to accomplish additional energy efficiency improvements in each home. Second, this incentive will assist the CAA in weatherizing more homes.

AVAILABILITY

This U.S. Department of Energy’s Weatherization Assistance Program is available to end-use members who qualify for weatherization and energy efficiency services through their local CAA in all service territories served by Shelby Energy Cooperative.

ELIGIBILITY

HOMEOWNER QUALIFICATIONS

- A participant must be an end-use member of Shelby Energy Cooperative.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of the U.S. Department of Energy’s (“DOE”) Weatherization Assistance Program administered by the local CAA. Household income cannot exceed the designated poverty guidelines administered by the CAA.

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KENTUCKY PUBLIC SERVICE COMMISSION
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SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

HOMEOWNER QUALIFICATIONS (continued)

- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:

A Heat Pump-Eligible Home is a single family or multi-family individually metered residential dwelling that utilizes electricity as the primary source of heat or that switches from wood as its primary source of heat to an electric furnace; and

A Heat Pump-Ineligible Home is a single family or multi-family individually metered residential dwelling (that does not utilize electricity as the primary source of heat but cools the home with central or window unit air conditioners. Each Heat Pump-ineligible home must also have an electric water heater and use an average of 500 kWh monthly from November to March.

PAYMENTS

HEAT PUMP ELIGIBLE HOMES

Shelby Energy Cooperative will pass along an EKPC-provided incentive to the CAA at the rates detailed below. The maximum incentive possible per household is \$2,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

- HEAT PUMP:

Upgrading from a low-efficiency electric heat source to a heat pump will be reimbursed at a rate of 100% of the total incremental cost (material + labor) up to

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PSC KY NO. 9

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SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

- HEAT PUMP: (continued)

a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.

- WEATHERIZATION IMPROVEMENTS:

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAAs' cost (material + labor), up to a maximum of \$1,000:

- Insulation
- Air sealing
- Duct sealing, insulating, and repair
- Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA must adhere to the program guidelines. Quality assurance sampling will be conducted by Shelby Energy Cooperative at a rate of 10%.

HEAT PUMP INELIGIBLE HOMES

Shelby Energy Cooperative will pass along an EKPC-provided incentive to the CAA at the rates detailed below. The maximum incentive possible per household is \$750, which can be reached by using any combination of the following improvements not to exceed the maximum:

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Original SHEET NO. 409.3

Shelby Energy Cooperative, Inc.
(NAME OF UTILITY)

CANCELLING PSC KY NO. 5

Original SHEET NO. 409.3

SECTION DSM

COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS PROGRAM

• WEATHERIZATION IMPROVEMENTS:

Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAAs' cost (material + labor) up to a maximum of \$750:

- Insulation
- Air sealing
- Duct sealing, insulating, and repair
- Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA must adhere to the program guidelines. Quality assurance sampling will be conducted by the owner-member at a rate of 10%.

TERM

The program is an ongoing program.

DATE OF ISSUE January 5, 2016
MONTH / DATE / YEAR

DATE EFFECTIVE February 5, 2016
MONTH / DATE / YEAR

ISSUED BY *Debra J. Martin*
SIGNATURE OF OFFICER

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/5/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



October 7, 2016

Average Underground Cost Differential

Filed in compliance with 807 KAR 5:041 Section 21 (5)

Average Cost Differential – Individual Single Phase Underground Primary:

Description	Cost per Foot
Average Cost, Individual Single Phase Underground Primary	\$16.08
Average Cost, Individual Single Phase Overhead Primary	\$10.34
**Average Underground Differential Cost	\$5.74

The above cost assumes the member will trench, furnish and install all conduits, and back fill in accordance to Shelby Energy Cooperative’s (“Shelby Energy”) specifications. Upon completion and submittal of all inspections, Shelby Energy will in turn, furnish and complete the installation of all conductor and make all necessary connections.

If a member elects underground primary for a line extension, the member is responsible for the full average cost as outlined above. However, credits may be applied to the average costs as applicable based on the facilities being served as set forth in Shelby Energy’s Rules and Regulations.

For example, Section 40 of the Rules and Regulations allows an extension, via the least expensive route, to a permanent residence of 1,000 feet or less without charge. Therefore, if a member elected underground primary for a line extension to a permanent residence, a credit would be applied to the average underground costs in the amount of \$10.34 per foot up to the first 1,000 feet, resulting in a per foot cost of \$5.74. Any additional footage over 1,000 feet would be billed at the full average underground cost of \$16.08.

Average Cost Differential–Individual Single Phase Underground Service:

Shelby Energy strongly encourages all members to install secondary services underground. Therefore, Shelby Energy will install underground secondary services at **No Charge**.

However, this assumes the member will trench, furnish and install all conduits, and back fill in accordance to Shelby Energy specifications. Upon completion and submittal of all inspections, Shelby

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Jalena R. Matthews
EXECUTIVE DIRECTOR**

Jalena R. Matthews

**EFFECTIVE
11/7/2016**

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

Energy will in turn, furnish and complete the installation of all conductor and make all necessary connections.

****Note:**

The above cost excludes trenching, backfilling, and all conduits associated with installing underground services. In the event, a member elects for Shelby Energy to complete this work for underground primary and/or secondary installations, an additional charge of **\$8.64 per foot** will be added to the above outlined cost. If rock is encountered or other procedures are deemed necessary to ensure proper burial depth and/or compliance with applicable codes, the actual additional cost shall apply.

Single Phase Construction Cost Analysis

The above cost is calculated based on a compilation of all work orders built from 2013 through 2015. Please find the supporting documentation located in the tables below. The total cost contains all labor, material, and overhead associated with each work order.

Overhead Cost Analysis			
Year	Cost	Feet	Cost/Foot
2015	\$249,096.69	23,996	\$10.38
2014	\$238,531.14	20,584	\$11.59
2013	\$212,139.89	23,423	\$9.06
Average			\$10.34

Underground Cost Analysis			
Year	Cost	Feet	Cost/Foot
2015	\$75,597.14	4,804	\$15.74
2014	\$83,508.35	5,116	\$16.32
2013	\$22,756.95	1,405	\$16.20
Average			\$16.08

In addition, the cost outlined above does not reflect any trenching, backfilling, or conduit due to the fact Shelby Energy did not perform this work on the work orders used for the analysis. However, please find the below cost summary in the event a member requests Shelby Energy to provide this service.

	Cost/Foot
Conduit	\$1.61
Trenching	\$7.03
Total	\$8.64

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**Talina R. Mathews
EXECUTIVE DIRECTOR**

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