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November 5, 2013

Mr. Jeff Derouen, Exec. Dir.
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601-8204

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COMMISSION

Mr. Derouen:

Jackson Energy Cooperative was an original pilot participant in the "KY Energy Retrofit Rider" program which was previously a pilot program tariff. Three other original pilot participants have subsequently received approval for a permanent tariff. Please find attached an application, as well as ten copies, for a permanent tariff for Jackson Energy Cooperative which duplicates the request for the permanent filing for the other three pilot participants by order of the Commission on Case Number 2012-00484.

In light of the Commission's order in the above referenced case and the continuing and considerable interest shown by the members we serve, we respectfully request to be granted temporary approval to proceed with this program coincidental with the date of this correspondence pending a final approval of this application by the Commission.

If there are any questions, please feel free to inquire at

Regards,

Sincerely,



Clayton O. Oswald

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JACKSON ENERGY COOPERATIVE)
CORPORATION APPLICATION FOR) CASE NO. _____
AN ORDER APPROVING KY ENERGY)
RETROFIT RIDER PERMANENT TARIFF)

APPLICATION

Jackson Energy Cooperative Corporation (“Jackson Energy” or “Applicant”) hereby petitions the Commission by application to issue an Order approving a permanent on-bill financing program based upon the tariff sheets and other supporting documentation attached to this application.

The Applicant requests that Case No. 2010-00089 and the periodic reports that have been submitted semi-annually be incorporated into the record of this case by reference.

Additionally, the Applicant requests a continuance of the existing pilot program approved in Case No. 2010-00089 pending the issuance of a final order in this case. The program will be titled “KY Energy Retrofit Rider” (“KER Rider”) and the applicant will partner with the Mountain Association of Community Development (“MACED”) to operate the program. In support of this application the Applicant states the following:

1. Jackson Energy’s address is 115 Jackson Energy Lane, McKee, Kentucky 40447.
2. A certified copy of Jackson Energy’s Articles of Incorporation is filed with the Commission in Case No. 2013-00219, Adjustment of Rates of Jackson Energy and is incorporated by reference herein pursuant to 807 KAR 5:001, Section 8(3).

3. There are no applicable statutes, regulations, or Commission Orders that require the Applicant to publish or file notice of this application prior to, or contemporary with, the filing hereof.
4. The Applicant is a public utility, as defined in KRS 278.010(3)(a), and is a non-profit corporation engaged in the electric business. Jackson Energy purchases, distributes, and sells electricity at retail in Breathitt, Clay, Estill, Garrard, Jackson, Laurel, Lee, Leslie, Lincoln, Madison, Owsley, Rockcastle, Powell, Pulaski and Wolfe counties. East Kentucky Power Cooperative Incorporated (“EKPC”) is the wholesale power provider for the Applicant.¹
5. MACED was founded in 1976 as a private, non-profit corporation organized to provide comprehensive community development to support Appalachian communities by enhancing employment and living conditions in the area. MACED’s major programs consist of business development, sustainable forestry, energy efficiency, and public policy research and education. MACED is a tax-exempt organization under Section 501-(c) (3) of the Internal Revenue Code as a non-profit organization other than a private foundation. MACED serves Kentucky and Central Appalachia, with a focus on the 54 Appalachian counties of Kentucky designated by the Appalachian Regional Commission.²

¹ EKPC has assisted the Applicant by facilitating discussions and coordinating the circulation of draft documents in conjunction with the proposed program and supports that Applicant’s efforts. However, as no changes are required to its tariffs due to the proposed program, EKPC is not a joint applicant in this proceeding.

² The designated Appalachian counties are Adair, Bath, Bell, Boyd, Breathitt, Carter, Casey, Clark, Clay, Clinton, Cumberland, Edmonson, Elliott, Estill, Fleming, Floyd, Garrard, Green, Greenup, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, McCreary, Madison, Magoffin, Martin, Menifee, Metcalfe, Monroe, Montgomery, Morgan, Nicholas, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Wayne, Whitley, and Wolfe.

Results from the Pilot Program

6. The program experienced a six month ramp up period, following the Commission's approval of the pilot program. Such time was required to ensure proper certification of auditors, training contractors, and appropriate calibration of software systems. Accordingly, many of the customers whose homes have gone through KER Rider process do not yet have a full 12 months of post-retrofit data. As such, the Applicant and MACED anticipate that additional data collection will further strengthen the preliminary results from the pilot.
7. Since the December 16, 2010 Order by the Commission approving the Applicant's KER Rider pilot program, the Applicant with MACED has conducted 86 assessments resulting in 54 completed retrofit projects across the program.³ This reflects a conversion rate of 63 percent, a rate above the average conversion rate of similar on-bill financing projects in other states. Normalizing data to remove weather as a variable, the average participant has reduced their usage by 18 percent after participating in the program. On average, each job cost \$7,872 to complete with financing covering \$5,556 of the project cost. The total capital financed was \$300,033. The average energy cost savings per home was \$599 annually. The average monthly Retrofit Charge is \$38. 58 percent of participating customers self-identify as low to moderate income households.
8. In implementing the pilot program, the applicant did not experience additional administrative costs associated with the KER Rider. The applicant has not hired additional staff or incurred substantive additional administrative costs as a result of the program. Some additional accounting costs incurred by the applicant have been, to date,

³On August 26, 2013 other pilot participants Big Sandy Rural Electric Cooperative Corporation, Fleming-Mason Energy Cooperative, Incorporated and Grayson Rural Electric Cooperative Corporation were issued, by the Commission, a joint Order approving permanent on-bill financing programs in Case No. 2012-00484.

adequately covered by the existing project management fee calculated as part of the Retrofit Project Charge. Initial training costs associated with attaining Building Performance Institute Certification were reimbursed by funding made available through the Kentucky Home Performance Program. Because the program does not have additional expenses associated with implementation, no additional costs are passed on to the customers as a result of KER Rider.

9. To date, no participating locations are inactive. In this case, repayment would be suspended in accordance with the program guidelines. When utility service resumes at the property, the Retrofit Project Charge would resume as part of the normal utility billing. In a few cases, participating locations have significant damage from a fire or natural disaster, but electric service has remained current resulting in no interruption in the repayment of the Retrofit Project Charge.

Description of the Permanent Program

10. The mechanics of implementing a permanent program will mirror those of the pilot program. The Applicant anticipates the initial scale of the permanent program to be similar to the pilot and increase over time.
11. The proposed KER Rider is attached as Exhibit A to this application, reflecting minor changes from the KER Rider approved for the pilot program, shown by cross-outs and insertions in Exhibit B. In summary, the Applicant wishes to clarify:
 - a. The annual interest rate used to calculate the Retrofit Project Charge would be no more than the cost of the capital pool used to finance the investment, not the cost of the company's long term debt used for other purposes.

- b. The investment is tied to the physical location, not an account that is tied to an individual.
12. The KER Rider remains a voluntary tariff available to customers for the purpose of improving resource efficiency and reducing energy consumption and net customer bills. The retrofits will continue to be paid with the savings these investments produce on the customer's electric bill. The retrofit costs remain capped at 90% of the estimated savings so that customers' bill will remain lower than before efficiency improvements were made. The proposed KER Rider requires the development of a "Conservation Plan" for retrofit options proposed to the customer. The Conservation Plan is a detailed analysis of the expected savings and costs for each proposed option, with a full disclosure of the financing option. Copies of the Conservation Plan developed during the pilot program have been submitted with each semi-annual report as required by the Commission.
 13. The funding for the program administration, including data infrastructure administration and implementation, will come from a combination of program revenues, existing funds, and proposals pending with private foundations and public funding sources. The Applicant and MACED will review existing funding sources, including philanthropic grants, regularly and make adjustments to the revenue structure of the program as appropriate to ensure the long-term financial sustainability of the program.
 14. Data infrastructure administration and implementation, program design and coordination will continue to be provided by MACED, supported by existing funds already committed to the on-bill work. MACED is also seeking specific on-bill funding from a variety of sources in partnership with the Applicant and other pilot participants, including the Kentucky Energy and Environment Cabinet's allocation of the Tennessee Valley

Authority's Environmental Mitigation Projects program and additional private funding. The capital for the investments will continue to come from \$2,000,000 MACED has on hand from private foundations and the U.S. Department of Treasury Community Development Finance Institution ("CDFI") Fund. MACED is a certified CDFI. Additionally, opportunities to support on-bill financing continue to emerge. In September 2012, the United States Department of Agriculture's Rural Utility Service ("RUS") issued a Notice of Proposed Rulemaking regarding the Energy Efficiency and Conservation Loan Program⁴, Exhibit F. RUS proposes to allow qualified energy efficiency programs, the standards to which the KER Rider program appears to comply, to constitute an eligible use of Energy Efficiency and Conservation Loan Program funds for active borrowers in good standing with RUS. The Applicant is considered an eligible borrower from RUS, allowing future participation in the Energy Efficiency and Conservation Loan Program. As the final rulemaking is made and funds are made available, this could provide an additional capital source for implementing the KER Rider.

15. MACED will continue to support a common data infrastructure to pool program data and measurements of key variables to streamline program evaluation and highlight opportunities for design improvement. Key evaluation questions include a) are energy retrofits cost effective for utility customers; b) are energy savings realized; and c) how accurate are cost and energy savings estimates. Working with the Applicant, MACED will continue to collect and analyze the data to answer these questions on an on-going basis during the operation of the program.

⁴Federal Register Volume 77, Number 144 (Thursday, July 16, 2012). Proposed Rules, Pages 43723-43734. FR Doc No: 2012-17784. Please see Exhibit E.

16. The KER Rider has been designed to reduce financial risks at all stages of development. Furthermore, the Applicant, other Pilot Participants and MACED are considering additional measures to protect against risk, including the implementation of a Risk Mitigation Fund whereby a portion of the project fee- currently assessed as five percent of the capitalized cost of projects- be allocated to a shared fund in case of a total loss.
17. The Applicant and other Pilot Participants are in regular communication with other utilities in Kentucky interested in the results and experiences from the pilot program and have made summary data available to other utilities in the KER Rider program. The Applicant has shared experiences through the EKPC system, including the Demand Side Management and Renewable Energy Collaborative and the Department of Energy Development and Independence's Stimulating Energy Efficiency in Kentucky Initiative. As additional data is collected and analyzed, the Applicant and MACED will continue to educate interested parties.
18. Where possible, the Applicant has sought to maximize the program's reach by working with community partners to advance marketing and education related to the program. The Applicant has coordinated with other efficiency improvement programs to provide the most benefits to participating customers. If an interested customer is found unsuitable for participation in the program due to low usage or inability to pay down the cost of the project, the Applicant makes every effort to offer other avenues to the customer such as Weatherization Assistance Program administered by the local Community Action Agency. Home Energy Partners in Madison County has also been a partner in supporting the KER Rider outreach efforts and working with customers unsuitable for the KER

Rider. Financial support from the Kentucky Home Performance program was critical in the initial phase of the pilot. Funding is again available through Kentucky Home Performance and the Applicant will seek to collaborate with that program.

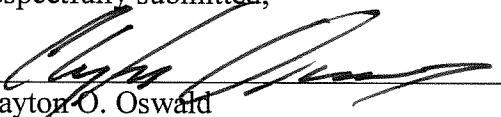
19. Attached to this application are the following documents associated with the KER Rider and the on-bill financing program:

- a. Exhibit A – Proposed KER Rider
- b. Exhibit B – Existing KER Rider with cross-outs and insertions
- c. Exhibit C – Testimony from satisfied customers
- d. Exhibit D – Prepared testimony from Applicant and MACED
- e. Exhibit E – Notice of Proposed Rulemaking regarding the Rural Utility Service’s Energy Efficiency and Conservation Loan Program

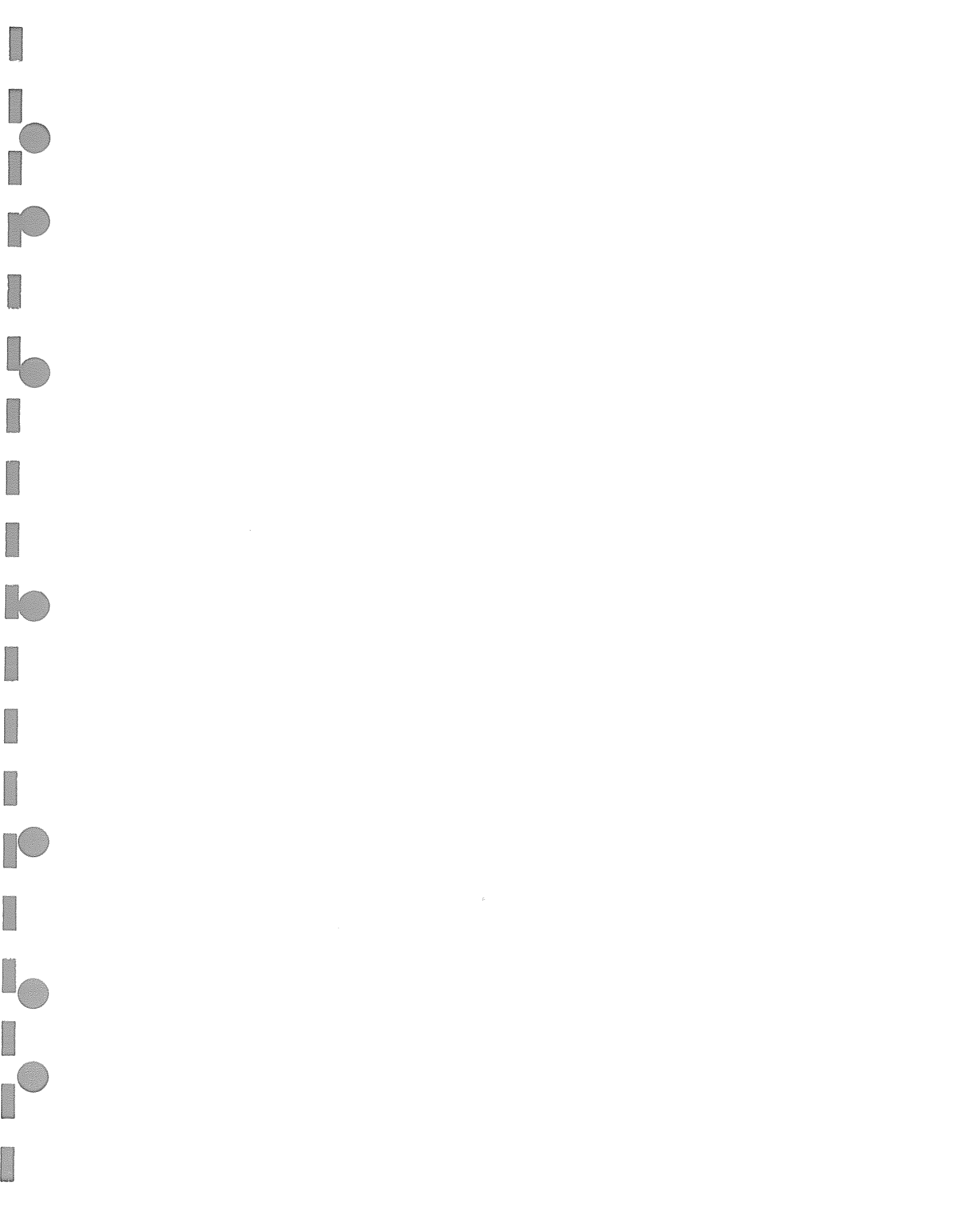
Wherefore, the Applicant requests that the Commission issue an Order as soon as possible approving the continuance of the current pilot program until a Final Order is granted in this case, and a Final Order approving a permanent on-bill financing program, including the proposed KER Rider, as described herein and as set out in the attached illustrative tariff sheets.

Dated: November 5 2013

Respectfully submitted,



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Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDERAvailability

The KY Energy Retrofit Rider is a voluntary tariff available to customers for the purpose of improving resource efficiency and reducing energy consumption and net customer bills. The Rider is only available to qualifying customers taking service under Schedule 10 Residential Service and Schedule 20 Commercial Service Less Than 50 KW.

Retrofit Investment and Repayment Terms

1. No up-front investment is required by participating customers. The initial cost of approved efficiency measures will be paid by the Company or its Agent.
2. The Retrofit repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.
3. Retrofit program costs shall be recovered through a monthly line item Retrofit Project Charge on the utility bill.
4. The Retrofit Project Charge shall be part of the Company's charges for basic utility service. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.
5. The Retrofit Project Charge must be less than ninety (90) percent of the estimated average savings associated with the investment.
6. The Company or its agent will be responsible for estimating resource savings and developing a Conservation Plan upon which the Retrofit Project Charge will be based.
7. Although the Company and its Agent(s) expect that all participation customers will receive lower monthly utility bills, there is no guarantee of savings.
8. If a Retrofit Measure is reported to be faulty, the Company or its agent will assess (verify the failure), suspend Retrofit Project Charge to the degree that savings are compromised, initiate and verify repairs, assign cost to responsible party and reinstitute Retrofit Project Charges.
9. When an account is closed, the outstanding balance of the Retrofit obligation remains with the meter/facility until the account is reopened, combined with another account/service or its meter/facility is transferred to a new customer, at which time Retrofit repayments will resume as part of service to that meter/facility until paid in full.

(T)
(T)DATE OF ISSUE November 8, 2013DATE EFFECTIVE December 13, 2013

ISSUED BY


 President & CEO

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

Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

Conservation Plan

The Conservation Plan will be developed by the Company or its Agent and specify measures recommended by the Company to the prospective Retrofit customer. The Conservation Plan includes:

1. Plan Scope – The Conservation Plan will include a detailed description of each retrofit option proposed. The estimated and maximum amounts of financing the Company/its Agent would pay/invest towards each retrofit would be identified. If energy savings are not completely justified on a cost basis the Conservation Plan will include the amount a customer would pay or invest to ‘buy down’ the remaining project balance to what can be amortized by energy savings/on-bill repayment. There will also be a financial summary of the cumulative projected on-bill repayment including: amount of cumulative program fees repaid; amount of cumulative interest repaid; amount of cumulative principle repaid; and total amount to be repaid over the life of the investment.
2. Estimated Resource Savings – The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimated and will use generally accepted modeling software and techniques.
3. Retrofit Project Charge – The charge to be included on the customer’s utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the Retrofit Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of Retrofit Project Charge for the benefit of customers who meet qualifying guidelines of such funding sources. In calculating the Project Charge, the Company may add five (5) percent of the capitalized cost of proposed projects as bid by contractors or vendors to offset Retrofit program costs. The annual interest rate used to calculate the Retrofit Project Charge shall be no more than the cost of capital used by the capital provider to finance the project. (T)
4. Retrofit Project Charge – A customer or landlord may be charged a \$200 Audit fee for complete Conservation Plans. The charge will be waived for program participants or when the Conservation Plan yields less than \$1,000 in improvements that can be paid for by the Company through the program. The charge will be assessed no sooner than (90) days after the Conservation Plan has been provided to the customer. (T)

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KY ENERGY RETROFIT RIDER

5. Number of payments – The number of payments for which Retrofit Project Charge will apply at the premises. In no case shall the duration of the Retrofit Project Charge exceed seventy-five (75) percent of the estimated life of the measure or fifteen (15) years, whichever is less.
6. In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the customer's bill until all measures have been completed.

A customer's and landlord's signature on the Retrofit Agreement shall indicate acceptance of the Conservation Plan.

"BUY DOWN" ALTERNATIVE

A customer or landlord may elect to "buy down" the cost of implementing an efficiency measure so that the Retrofit Project Charge will be less than the average estimated monthly savings. In this way, measures that might not otherwise yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the customer or landlord or a third party must agree to pay the amount required to buy down said measure(s) such that the Retrofit charge is no greater than (90) percent of the estimated savings.

NEW STRUCTURES

A customer or owner may utilize this Rider to install high efficiency equipment of measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or "standard" efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the contractor, customer or owner. Under any circumstances, the Retrofit Project Charge to appear on the participant's bill must be less than the average estimated cost of resources saved by the purchase of the higher efficiency equipment or measures.

RESPONSIBILITIES

Responsibilities, understandings and authorizations of the customer, Company, landlord (if applicable) and Participating Contractor shall be evidenced by this Rider and written agreements, notifications and disclosure/consents, the forms of which are incorporated into this Rider by reference.

The Company/its Agent(s) will

1. Market and administer the program,
2. Prequalify eligible locations,

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KY ENERGY RETROFIT RIDER

3. Perform energy audits to produce Conservation Plans,
4. Certify and maintain a list of Contractors, and arrange for a certified Contractor to install retrofit measures,
5. Act as Customer's representative in verifying suitability of proposed retrofits, estimated savings, satisfactory installation of retrofit measures, and evaluating ongoing performance or need for repair of measures,
6. File UCC disclosures with County Clerk for each location, and
7. Disclose pre-existing retrofit investment benefits and costs to new customers.

The Company will not be liable for any decisions or actions taken by its Agent, including but not limited to selection of measures, savings estimates, decisions on repairs or extending payment terms to collect missed payments and repair costs, or injury or damages to homes related to installation or use of retrofit measures.

The Company will not be liable for any failure by the previous occupant, building owner or landlord to disclose a customer's payment obligation.

The Company will not be liable for Contractor's work. Any verification by the Company or its Agent and request that the Company initiate Retrofit charges in no way limits the installing Contractor's and product manufacturer's liability as per contractual agreement with the Company/its Agent and under State law.

The written agreements include:

1. Ky Retrofit Purchase Agreement – Establishes permission and terms for program participation, clarifies charges involved in the program, roles and responsibilities of each party, and notification requirements. Customer responsibilities include signing agreement to participate, providing access to the Company, its Agent and retrofit Contractor(s) for audit, retrofit, inspection and repairs, payment of retrofit charges included in utility bills, becoming informed about routine operation of retrofits, informing the Company if an installed retrofit measure fails or malfunctions, being responsible for all costs associated with Customer damage or neglect and accepting cost for out-of-warranty repairs. Owner responsibilities include agreeing to have retrofit installed, maintaining retrofits, written notification to prospective tenants or purchasers of the property so new occupants sign that they are informed of the energy investment

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Jackson Energy Cooperative Corporation

KY ENERGY RETROFIT RIDER

burden on the meter, and fulfillment of Customer responsibilities any time metered location is in the Owner's name. Residential locations will have repayment terms of up to 15 years, while commercial property locations will have a maximum repayment term of 10 years and require loan security on investments greater than \$20,000.

(T)
(T)

2. Master Contractor Agreement – Establishes that the contractor agrees to do the work as specified in the Conservation Plan. If the contractor needs to deviate from the Conservation Plan, the contractor will secure written authorization from the Company in advance. The Contractor is responsible for all aspects for his/her work, energy savings if provided, and all permits, insurance coverage, warranties, bonding and representation. The contractor will not charge more than the final approved estimate for work performed. The Agreement states that the Company is not responsible for the contractor's work, but the Company does act as an intermediary in attempting to resolve any disputes.

TRANSITION IN ROLES

Unless otherwise specifically set forth in a standard Retrofit purchase agreement made part of this Rider, responsibility for outstanding Retrofit obligations falls on the successor party when the roles of the customer, owner or tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a tenant purchases an apartment complex, that individual assumes the obligation of owner if disclosure is made and consent is obtained.

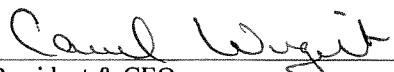
FAILURE TO MAKE REPAYMENT

The customer or landlord is obligated to pay for overall utility service which includes both the electric service provided and the repayment of the energy efficiency investment as presented on the monthly bill. In the event no payment is made and the total monthly bill becomes past due, then delinquency will be handled in accordance with the Company's approved Terms and Conditions.

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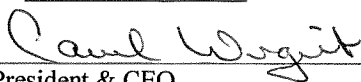
KY ENERGY RETROFIT RIDER

OTHER

1. This Rider applies to Retrofit measures permanently installed as fixtures at the premises. Portable efficiency products such as commercial lighting may be included where preapproved and documented by the Company/its Agent. The Company will solely determine which measures or products may be included in the Retrofit Program. (T)
2. Measures will be owned by the capital provider for tax or carbon credit purposes until Retrofits have been fully paid off, however if tax credits can only be applied for by the Customer, the Customer shall retain eligibility. (T)
3. The Company or its Agent will determine the eligibility of a customer based upon the customer's bill payment history with the Company, projected energy savings and program capacity. At its sole discretion, the Company may determine a property is not eligible for the program and does not qualify for this rider if:
 - a. The structure has an expected life shorter than the payback period, or
 - b. The structure does not meet applicable public safety or health codes.(T)
4. At its sole discretion, the Company will determine the maximum Retrofit program investment in any year.
5. The initial term of the Retrofit Investment Agreement may be extended by the Company or its Agent to recover its costs for out-of-warranty repairs or missed payments.
6. If a location is dormant for more than one year, or the underlying facility has been destroyed, any outstanding retrofit balance net of insurance reimbursement may be charged as loss in accordance with the Company's approved Terms and Conditions. (T)

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Jackson Energy Cooperative Corporation

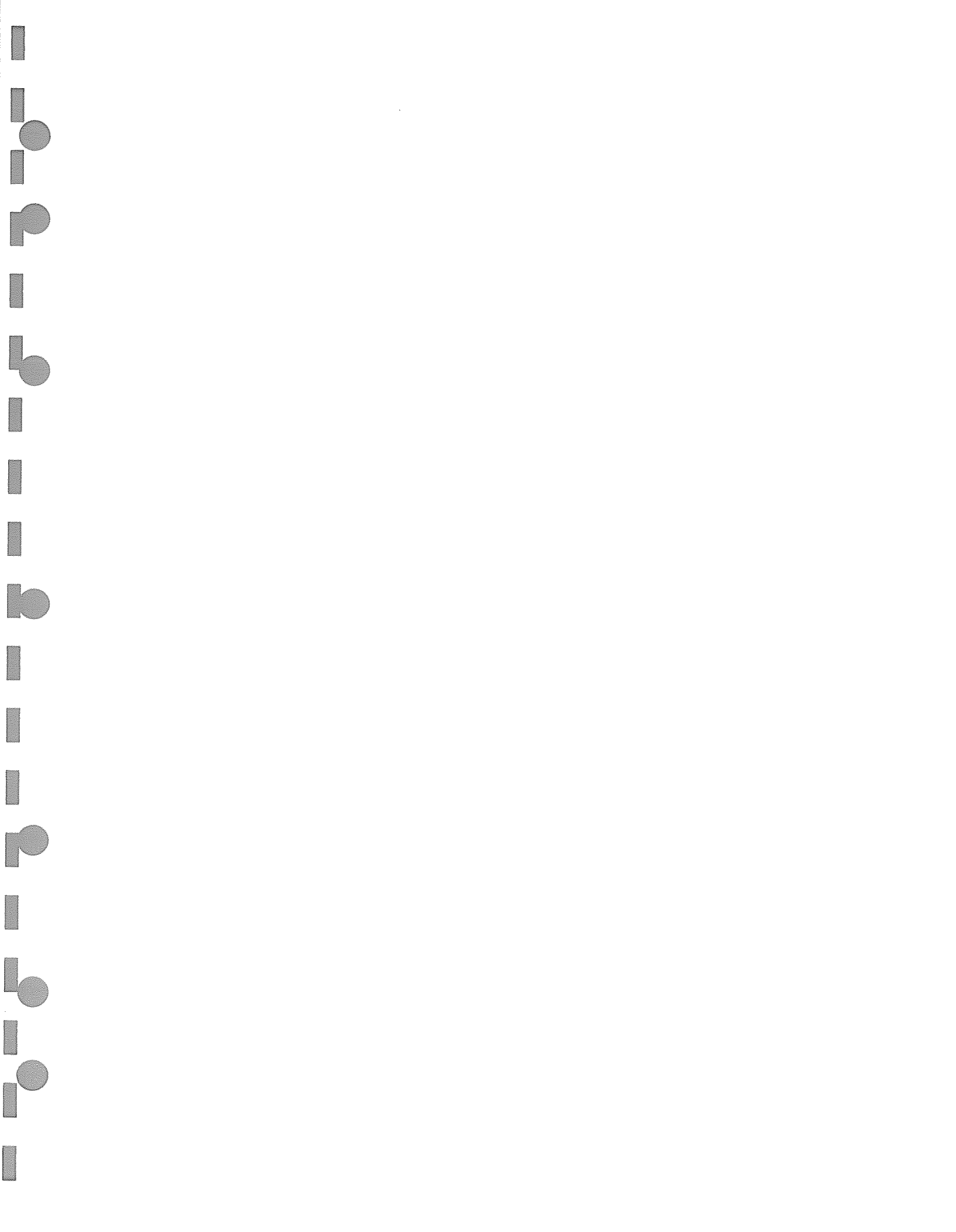
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ISSUED BY Caul Wiggit
President & CEO

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



FOR ENTIRE SERVICE AREA
P.S.C. NO. 5
Original Sheet No. 29

JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

Availability

The KY Energy Retrofit Rider is a voluntary tariff available to customers for the purpose of improving resource efficiency and reducing energy consumption and net customer bills. The Rider is only available to qualifying customers taking service under Schedule 10 Residential Service and Schedule 20 Commercial Service Less Than 50 KW.

Retrofit Investment and Repayment Terms

1. No up-front investment is required by participating customers. The initial cost of approved efficiency measures will be paid by the Company or its Agent.
2. The Retrofit repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.
3. Retrofit program costs shall be recovered through a monthly line item Retrofit Project Charge on the utility bill.
4. The Retrofit Project Charge shall be part of the Company's charges for basic utility service. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.
5. The Retrofit Project Charge must be less than ninety (90) percent of the estimated average savings associated with the investment.
6. The Company or its agent will be responsible for estimating resource savings and developing a Conservation Plan upon which the Retrofit Project Charge will be based.
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8. If a Retrofit Measure is reported to be faulty, the Company or its agent will assess (verify the failure), suspend Retrofit Project Charges to the degree that savings are compromised, initiate and verify repairs, assign cost to responsible party and reinstitute Retrofit Project Charges.
9. When an account is closed, the outstanding balance if the Retrofit obligation remains with the meter/facility until the account is reopened, combined with another account/service or its meter/facility is transferred to a new customer, at which time Retrofit repayments will resume as part of service to that meter/facility until paid in full.

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN CASE NO. 2010-00089 DATED December 16, 2010.

Date of Issue: January 3, 2011 Date Effective: February 10, 2011.

Issued By: _____ President & CEO.

JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

Conservation Plan

The Conservation Plan will be developed by the Company or its Agent and specify measures recommended by the Company to the prospective Retrofit customer. The Conservation Plan includes:

1. Plan Scope – The Conservation Plan will include a detailed description of each retrofit option proposed. The estimated and maximum amounts of financing the Company/its Agent would pay/invest towards each retrofit would be identified. If energy savings are not completely justified on a cost basis the Conservation Plan will include the amount a customer would pay or invest to ‘buy down’ the remaining project balance to what can be amortized by energy savings/on-bill repayment. There will also be a financial summary of the cumulative projected on-bill repayment including: amount of cumulative program fees repaid; amount of cumulative interest repaid; amount of cumulative principle repaid; and total amount to be repaid over the life of the investment.
2. Estimated Resource Savings – The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimated and will use generally accepted modeling software and techniques.
3. Retrofit Project Charge – The charge to be included on the customer’s utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the Retrofit Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of Retrofit Project Charge for the benefit of customers who meet qualifying guidelines of such funding sources. In calculating the Project Charge, the Company may add five (5) percent of the capitalized cost of proposed projects as bid by contractors or vendors to offset Retrofit program costs. The annual interest rate used to calculate the Retrofit Project Charge shall be no more than the ~~Company’s current average cost of long term debt~~ *cost of capital used by the capital provider to finance the project.*
4. Retrofit Project Charge – A customer or landlord may be charged a \$200 Audit Fee for complete Conservation Plans. The charge will be waived for program participants or when the Conservation Plan yields less than \$1,000 in improvements that can be paid for

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN CASE NO. 2010-00089 DATED December 16, 2010.

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JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

- by the Company through the program. The charge will be assessed no sooner than (90) days after the Conservation Plan has been provided to the customer.
5. Number of payments – The number of payments for which Retrofit Project Charge will apply at the premises. In no case shall the duration of the Retrofit Project Charge exceed seventy-five (75) percent of the estimated life of the measure or fifteen (15) years, whichever is less.
 6. In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the customer's bill until all measures have been completed.

A customer's and landlord's signature on the Retrofit Agreement shall indicate acceptance of the Conservation Plan.

"BUY DOWN" ALTERNATIVE

A customer or landlord may elect to "buy down" the cost of implementing an efficiency measure so that the Retrofit Project Charge will be less than the average estimated monthly savings. In this way, measures that might not otherwise yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the customer or landlord or a third party must agree to pay the amount required to buy down said measure(s) such that the Retrofit charge is no greater than ninety (90) percent of the estimated savings.

NEW STRUCTURES

A customer or owner may utilize this Rider to install high efficiency equipment or measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or "standard" efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the contractor, customer or owner. Under any circumstances, the Retrofit Project Charge to appear on the participant's bill must be less than the average estimated cost of resources saved by purchase of the higher efficiency equipment or measures.

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF
KENTUCKY IN CASE NO. 2010-00089 DATED December 16, 2010.

Date of Issue: January 3, 2011 Date Effective: February 10, 2011

Issued By: _____ President & CEO

JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

RESPONSIBILITIES

Responsibilities, understandings and authorizations of the customer, Company, landlord (if applicable) and Participating Contractor shall be evidenced by this Rider and written agreements, notifications and disclosure/consents, the forms of which are incorporated into this Rider by reference.

The Company/its Agent(s) will

1. Market and administer the program,
2. Prequalify eligible ~~accounts~~ locations,
3. Perform energy audits to produce Conservation Plans,
4. Certify and maintain a list of Contractors, and arrange for a certified Contractor to install retrofit measures,
5. Act as Customer's representative in verifying suitability of proposed retrofits, estimated savings, satisfactory installation of retrofit measures, and evaluating ongoing performance or need for repair of measures,
6. File UCC disclosures with County Clerk for each location, and
7. Disclose pre-existing retrofit investment benefits and costs to new customers.

The Company will not be liable for any decisions or actions taken by its Agent, including but not limited to selection of measures, savings estimates, decisions on repairs or extending payment terms to collect missed payments and repair costs, or injury or damage to homes related to installation or use of retrofit measures.

The Company will not be liable for any failure by the previous occupant, building owner or landlord to disclose a customer's payment obligation.

The Company will not be liable for Contractor's work. Any verification by the Company or its Agent and request that the Company initiate Retrofit charges in no way limits the installing Contractor's and product manufacturer's liability as per contractual agreement with the Company/its Agent and under State law.

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JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

The written agreements include:

1. KY Retrofit Purchase Agreement – Establishes permission and terms for program participation, clarifies charges involved in the program, roles and responsibilities of each party, and notification requirements. Customer responsibilities include signing agreement to participate, providing access to the Company, its Agent and retrofit Contractor(s) for audit, retrofit, inspection and repairs, payment of retrofit charges included in utility bills, becoming informed about routine operation of retrofits, informing the Company if an installed retrofit measure fails or malfunctions, being responsible for all costs associated with Customer damage or neglect and accepting cost for out-of-warranty repairs. Owner responsibilities include agreeing to have retrofit installed, maintaining retrofits, written notification to prospective tenants or purchasers of the property so new occupants sign that they are informed of the energy investment burden on the meter, and fulfillment of Customer responsibilities any time metered ~~account~~location is in the Owner's name. Residential ~~accounts~~locations will have repayment terms of up to 15 years, while commercial property ~~accounts~~locations will have a maximum repayment term of 10 years and require loan security on investments greater than \$20,000.
2. Master Contractor Agreement – Establishes that the contractor agrees to do the work as specified in the Conservation Plan. If the contractor needs to deviate from the Conservation Plan, the contractor will secure written authorization from the Company in advance. The Contractor is responsible for all aspects of his/her work, energy savings if provided, and all permits, insurance coverage, warranties, bonding and representation. The contractor will not charge more than the final approved estimate for the work performed. The Agreement states that the Company is not responsible for the contractor's work, but the Company does act as an intermediary in attempting to resolve any disputes.

TRANSITION IN ROLES

Unless otherwise specifically set forth in a standard Retrofit purchase agreement made part of this Rider, responsibility for outstanding Retrofit obligations falls on the successor party when

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JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

the roles of the customer, owner or tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a tenant purchases an apartment complex, that individual assumes the obligation of owner if disclosure is made and consent is obtained.

FAILURE TO MAKE REPAYMENT

The customer or landlord is obligated to pay for overall utility service which includes both the electric service provided and the repayment of the energy efficiency investment as presented on the monthly bill. In the event no payment is made and the total monthly bill becomes past due, then delinquency will be handled in accordance with the Company's approved Terms and Conditions.

OTHER

1. This Rider applies to Retrofit measures permanently installed as fixtures at the premises. Portable efficiency products such as commercial lighting may be included where preapproved and documented by the Company/its Agent. The Company will solely determine which measures or products may be included in the Retrofit Program. ~~Premises in which Retrofit measures will be installed must be permanently anchored to a foundation.~~
2. Measures will be owned by the capital provider for tax or carbon credit purposes until Retrofits have been fully paid off, *however if tax credits can only be applied for by the Customer, the Customer shall retain eligibility.*
3. The Company or its Agent will determine the eligibility of a customer based upon the customer's bill payment history with the Company, projected energy savings and program capacity. At its sole discretion, the Company may determine a property is not eligible for the program and does not qualify for this rider if:
 - a. The structure has an expected life shorter than the payback period, or
 - b. The structure does not meet applicable public safety or health codes.
4. At its sole discretion, the Company will determine the maximum Retrofit program investment in any year.

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Date of Issue: January 3, 2011 Date Effective: February 10, 2011.

Issued By: _____ President & CEO.

FOR ENTIRE SERVICE AREA
P.S.C. NO. 5
Original Sheet No. 35

JACKSON ENERGY COOPERATIVE CORPORATION
KY ENERGY RETROFIT RIDER

5. The initial term of the Retrofit Investment Agreement may be extended by the Company or its Agent to recover its costs for out-of-warranty repairs or missed payments
6. If an ~~account~~*location* is dormant for more than one year, or the underlying facility has been destroyed, any outstanding retrofit balance net of insurance reimbursement may be charged as loss in accordance with the Company's approved Terms and Conditions.

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF
KENTUCKY IN CASE NO. 2010-00089 DATED December 16, 2010.

Date of Issue: January 3, 2011 Date Effective: February 10, 2011 .

Issued By: _____ President & CEO .

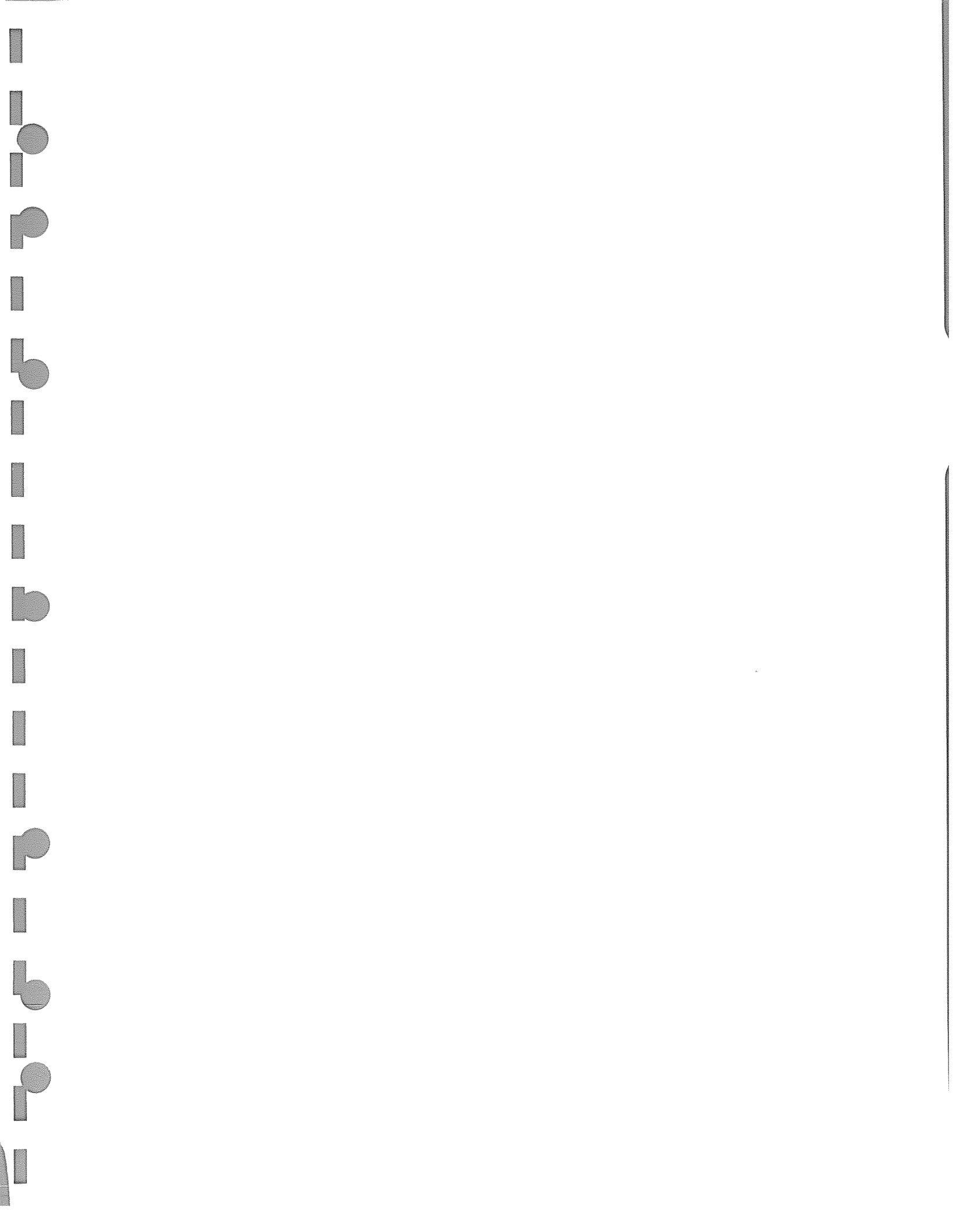


Exhibit C: Testimony from Satisfied Customers

Joshua was a pilot KER Rider participant. He has shown great savings. He used an average of 2101/kWh per month in 2011. Contractors replaced his existing heat pump with new 15 SEER HVAC units, installed insulation in the floor and attic. Penetrations were sealed in the basement and attic as well. The total retrofit cost was \$9,535.16. Utilizing utility rebates and rebates administered through Kentucky Home Performance allowed the customer to upgrade their home with no upfront contribution.

Following the energy efficiency improvements, Joshua and his family had a post retrofit average usage of 1232 kWh per month. His projected dollar savings are \$95 per month, with a Retrofit Project Charge of \$69 per month for 10 years. Joshua has saved over 10,000 kWh in the first year alone.

\$9535.16 total job cost, \$0 out of pocket from customer required.

- Monthly savings: \$95
- Monthly payment: \$69

Improvements:

- 15 SEER HVAC units, utilized existing duct system
- Insulation R-19 in floor, additional insulation in attic to reach 15" total
- Air sealing included plumbing penetrations in basement, penetrations in attic.
- Installed proper attic access and ventilation


Average bill 2011 before retrofit:	2101 kWh
Average bill 2012 after retrofit:	1232 kWh

Savings:

Projected yearly savings:	8981 kWh
Actual savings:	10,428 kWh

VERIFICATION

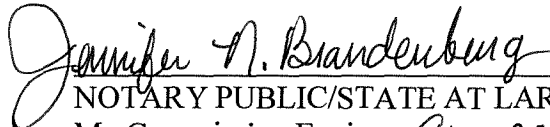
I, Joshua Bingham, Customer of Jackson Energy Cooperative and a participant in the How\$mart pilot program, hereby verify that the enclosed information is true and correct to the best of my knowledge and belief.



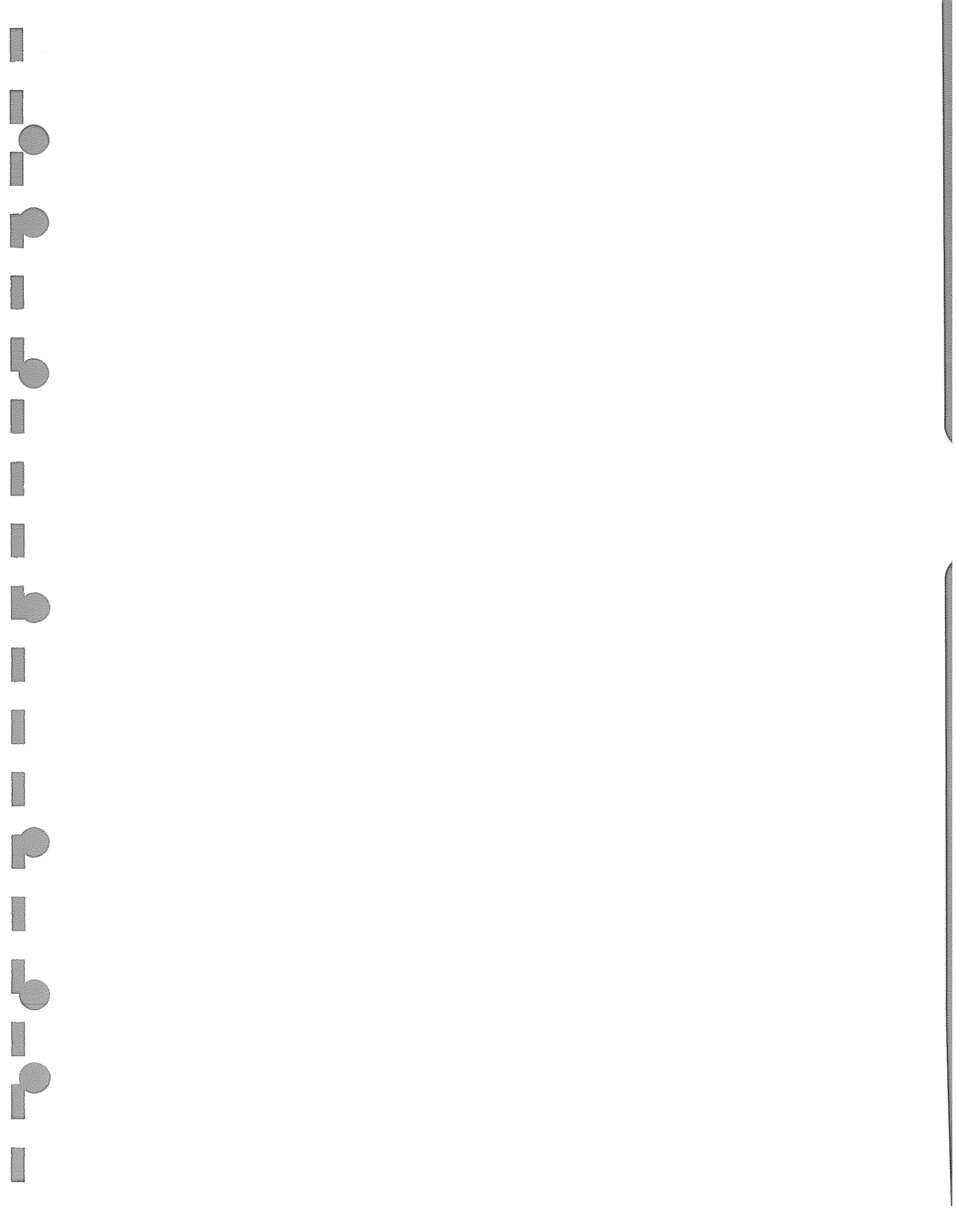
JOSHUA BINGHAM
Customer of Jackson Energy and a
How\$mart pilot program participant

STATE OF KENTUCKY
COUNTY OF

Subscribed and sworn to before me by Larry Lakes on this the 5th day of November 2013.



NOTARY PUBLIC/STATE AT LARGE
My Commission Expires: Aug. 20, 2015



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF JACKSON ENERGY COOPERATIVE)
CORPORATION. FOR KY ENERGY RETROFIT RIDER)
PERMANENT TARIFF)

CASE NO. _____

PREPARED TESTIMONY OF BILL BLAIR from MACED

- Q1. Please state your name and business address.
A1. My name is Bill Blair and my business address is 433 Chestnut Street, Berea, Kentucky 40403.
- Q2. What is your occupation?
A2. I am the How\$martKY program coordinator and the Data Manager for MACED.
- Q3. How long have you been employed at your organization?
A3. I have been working at MACED for just over 3 years, since June 2010.
- Q4. What is your education and work experience?
A4. I am a graduate of Eastern Kentucky University with a degree in computer electronics. I have worked in the information technology field for 21 years.
- Q5. What is your role in administering the KY Energy Retrofit Rider (How\$martKY) program?
A5. As the How\$martKY program coordinator I oversee MACED's energy assessment team and support each retrofit following the completion of the job to the customer and cooperative's satisfaction. Developed the application which tracks each retrofit and reports the results of the before and after retrofit utility usage. I also help with gathering these reports to share results of these savings on a regular basis to the Public Service Commission and other relevant stakeholders and funders. Responsible for supporting the finance team at MACED to setup and maintain each retrofit that has been completed and monitor the repayment.
- Q6. How many energy assessments and retrofits have been completed across the pilot program, the total dollar amount financed and the average amount financed for each retrofit?
A6. At the close of the pilot program 86 energy assessments and 5 retrofits have been completed. Of those 54 completed retrofits the total amount financed was \$300,033 and our average job cost is \$7,872. Utilizing rebated from our cooperative partners and Kentucky home Performance the average amount financed by customers is \$5,556.

VERIFICATION

I, Bill Blair, How\$martKY program coordinator and the Data Manager for MACED, hereby verify that the enclosed information is true and correct to the best of my knowledge and belief.

Bill Blair

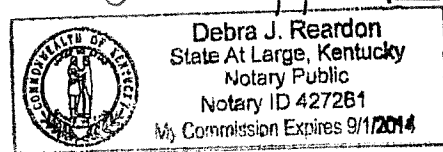
BILL BLAIR
HOUSE\$MART PROGRAM
COORDINATOR
MACED

STATE OF KENTUCKY
COUNTY OF

Subscribed and sworn to before me by Bill Blair on this the 5th day of NOV, 2013.

Debra J. Reardon

NOTARY PUBLIC/STATE AT LARGE
My Commission Expires: 9/1/2014



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF JACKSON ENERGY COOPERATIVE)
CORPORATION. FOR KY ENERGY RETROFIT RIDER)
PERMANENT TARIFF)

CASE NO. _____

PREPARED TESTIMONY OF LARRY S. LAKES

Q1: Please state your name and business address.

A1: Larry S. Lakes, 115 Jackson Energy Lane, McKee, KY 40447

Q2: What is your occupation?

A2: Vice President of Consumer Services

Q3: How long have you been employed at your Cooperative?

A3: 20 years

Q4: What is your education and work experience?

A4: BBA Eastern Kentucky University, NRECA Management Internship Training
Director of Purchasing & Warehousing, District Manager, Vice President of Consumer Services

Q5: What is your role in administering the KY Energy Retrofit Rider (How\$mart) program at your cooperative?

A5: I manage the personnel and processes involved in performing customer energy audits and evaluations for the potential of such customers' participation in the How\$mart program. I also manage personnel involved in administering the on bill financing charges and oversee that payments are received and processed in a timely manner.

Q6: How many retrofits have been completed at your cooperative, the total dollar amount financed, and the average amount financed for each retrofit?

A6: Jackson Energy has completed 54 projects, \$300,032.65 financed with an averaged financed amount of \$5,556.16.

Q7: How many financed retrofits are currently in default at your cooperative?

A7: Jackson Energy has no defaults at this time. Two program participants have already paid in full.

Q8: What has been the overall satisfaction level of the members that have received a financed retrofit at your Cooperative?

A8: Jackson Energy has received only positive feedback from participating members. Direct quotes from participating members include the following: "I like that Jackson Energy oversees the contractors and makes sure they do their work correctly." "We love it. Our home is comfortable now and our electric bills have been less, even with the How\$mart charge".

"Yes, I couldn't be happier. It's actually comfortable in our room addition now. It never was before."

Q9: What criteria is your Cooperative using to determine what retrofits can be financed?

A:9 Jackson Energy qualifies the participant's credit worthiness by looking at existing payment history on their electric account and also by executing an online utility credit check. Proof of ownership and proof of pre-existing homeowner's insurance is obtained prior to extending a How\$mart retrofit application. The Energy Advisor also makes assessment of the stability of the existing structure relative to the length of the loan and other observations that might have bearing on the likelihood of successful payback of a financed retrofit.

Q:10 Has your Cooperative experienced any difficulties in collecting the monthly payment?

A:10 Jackson Energy has no difficulties in collecting the monthly payments

Q:11 How has your Cooperative been marketing this program to its membership?

A:11 Jackson Energy initially marketed the How\$mart program in conjunction with energy audits in response to high bill complaints. As such audits identify major areas of energy inefficiencies, remedies are presented via an energy conservation program detailing the on bill financing option to the member. This method has yielded substantial interest by our membership via word of mouth producing a backlog of potential applicants. We plan to further expand marketing of the program on our website and through printed media once backlog interest is adequately addressed.

Q:12 Does this conclude your testimony in this case?

A:12 This concludes my testimony in this case.

Larry Lakes

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

Subscribed and sworn to before me by Larry Lakes on the ____ day of November 2013.

Notary Public

My Comm. Expires: _____

VERIFICATION

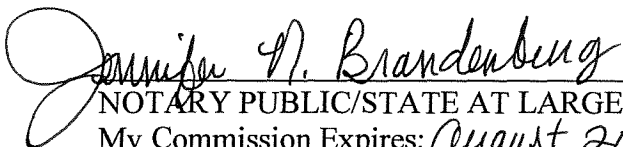
I, Larry Lakes, Vice-President of Consumer Services of Jackson Energy Cooperative, hereby verify that the enclosed information is true and correct to the best of my knowledge and belief.



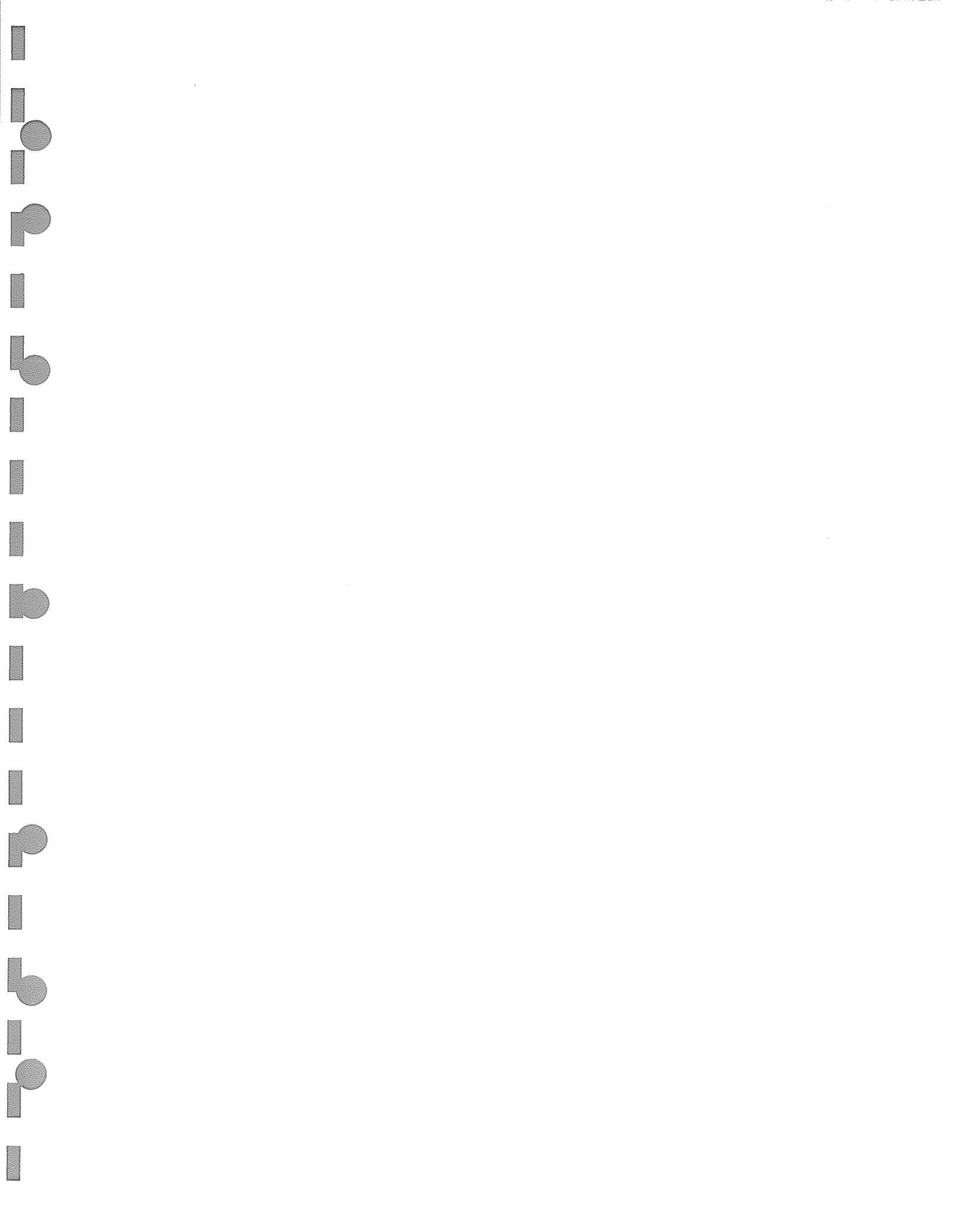
LARRY LAKES
VP of Consumer Services

STATE OF KENTUCKY
COUNTY OF

Subscribed and sworn to before me by Larry Lakes on this the 5 th day of November 2013.



NOTARY PUBLIC/STATE AT LARGE
My Commission Expires: August 20, 2015





Proposed Rules

Federal Register

Vol. 77, No. 173

Thursday, September 6, 2012

This section of the FEDERAL REGISTER contains notices to the public of the proposed issuance of rules and regulations. The purpose of these notices is to give interested persons an opportunity to participate in the rule making prior to the adoption of the final rules.

DEPARTMENT OF AGRICULTURE

Rural Utilities Service

7 CFR Parts 1710, 1717, 1721, 1724, and 1730

RIN 0572-AC19

Energy Efficiency and Conservation Loan Program

AGENCY: Rural Utilities Service, USDA.

ACTION: Notice of Proposed Rulemaking; correction.

SUMMARY: The Rural Utilities Service (RUS) published a document in the Federal Register on July 26, 2012, proposing policies and procedures for loan and guarantee financial assistance in support of energy efficiency programs (EE Programs) sponsored and implemented by electric utilities for the benefit of rural persons in their service territory. The comment period closing date was incorrect.

FOR FURTHER INFORMATION CONTACT: Michele Brooks, USDA-Rural Utilities Service, 1400 Independence Avenue SW., Stop 1522, Washington, DC 20250-1522, telephone (202) 690-1078 or email to michele.brooks@wdc.usda.gov.

Correction

In the Federal Register of July 26, 2012, in FR Doc. 2012-17784, on page 43723, in the first column, under the heading "DATES," the date should read September 26, 2012.

Dated: August 29, 2012.

Jonathan Adelstein,

Administrator, Rural Utilities Service.

[FR Doc. 2012-21779 Filed 9-5-12; 8:45 am]

BILLING CODE P

NUCLEAR REGULATORY COMMISSION

10 CFR Part 50

[NRC-2012-0204]

Clarification of Submission of Requests for Relief or Alternatives From the Regulatory Requirements Pertaining to Codes and Standards

AGENCY: Nuclear Regulatory Commission.

ACTION: Draft regulatory issue summary; request for comment.

SUMMARY: The U.S. Nuclear Regulatory Commission (NRC or the Commission) is seeking public comment on a draft regulatory issue summary (RIS) that provides information on requests for alternatives to and relief from the regulatory requirements pertaining to Codes and Standards. The draft RIS also provides clarification when relief is requested by licensees and applicants where American Society of Mechanical Engineers Code requirements are determined impractical, and when proposed alternatives to the regulations are submitted to the NRC.

DATES: Submit comments by October 22, 2012. Comments received after this date will be considered if it is practical to do so, but the NRC is able to assure consideration only for comments received on or before this date.

ADDRESSES: You may access information and comment submissions related to this document, which the NRC possesses and is publicly available, by searching on <http://www.regulations.gov> under Docket ID NRC-2012-0204.

You may submit comments by any of the following methods:

- Federal Rulemaking Web Site: Go to <http://www.regulations.gov> and search for Docket ID NRC-2012-0204. Address questions about NRC dockets to Carol Gallagher; telephone: 301-492-3668; email: Carol.Gallagher@nrc.gov.

- Mail comments to: Cindy Bladey, Chief, Rules, Announcements, and Directives Branch (RADB), Office of Administration, Mail Stop: TWB-05-B01M, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.

- Fax comments to: RADB at 301-492-3446.

For additional direction on accessing information and submitting comments,

see "Accessing Information and Submitting Comments" in the SUPPLEMENTARY INFORMATION section of this document.

FOR FURTHER INFORMATION CONTACT:

Thomas Alexion, Senior Project Manager, Office of Nuclear Reactor Regulation, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001; telephone: 301-415-1326, email: Thomas.Alexion@nrc.gov.

SUPPLEMENTARY INFORMATION:

I. Accessing Information and Submitting Comments

A. Accessing Information

Please refer to Docket ID NRC-2012-0204 when contacting the NRC about the availability of information regarding this document. You may access information related to this document, which the NRC possesses and is publicly available, by any of the following methods:

- Federal Rulemaking Web Site: Go to <http://www.regulations.gov> and search for Docket ID NRC-2012-0204.

- NRC's Agencywide Documents Access and Management System (ADAMS): You may access publicly available documents online in the NRC Library at <http://www.nrc.gov/reading-rm/adams.html>. To begin the search, select "ADAMS Public Documents" and then select "Begin Web-based ADAMS Search." For problems with ADAMS, please contact the NRC's Public Document Room (PDR) reference staff at 1-800-397-4209, 301-415-4737, or by email to pdr.resource@nrc.gov. The draft RIS "Clarification of Submission of Requests for Relief or Alternatives Under 10 CFR 50.55a," is available electronically under ADAMS Accession No. ML111150172.

- NRC's PDR: You may examine and purchase copies of public documents at the NRC's PDR, Room O1-F21, One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852.

B. Submitting Comments

Please include Docket ID NRC-2012-0204 in the subject line of your comment submission, in order to ensure that the NRC is able to make your comment submission available to the public in this docket.

The NRC cautions you not to include identifying or contact information that you do not want to be publicly disclosed in your comment submission.