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FEB 13 2014

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February 11, 2014

Mr. Jeff R. Derouen  
Kentucky Public Service Commission  
P.O. Box 615  
211 Sower Blvd.  
Frankfort, KY 40602-0615

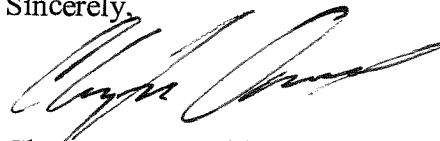
Re: The Application of Jackson Energy Cooperative for Approval of an Economic Development Rider

Dear Mr. Derouen:

Enclosed for filing, please find one original and ten copies of the Application of Jackson Energy Cooperative for approval of an Economic Development Rider. This application should be considered in conjunction with a similar application filed by Jackson Energy's wholesale power supplier, East Kentucky Power Cooperative in case number 2014-00034.

Please feel free to call if you have any questions or concerns.

Sincerely,



Clayton O. Oswald  
Attorney for Jackson Energy Cooperative

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**RECEIVED**

**FEB 13 2014**

PUBLIC SERVICE  
COMMISSION

**In the Matter of:**

<b>THE APPLICATION OF JACKSON ENERGY</b>	)	
<b>COOPERATIVE CORPORATION FOR</b>	)	
<b>APPROVAL OF AN ECONOMIC</b>	)	<b>CASE NO.</b>
<b>DEVELOPMENT RIDER</b>	)	<b>2014-000</b>

**APPLICATION**

Comes now Jackson Energy Cooperative Corporation (“Applicant” or “Jackson Energy”), by and through counsel, pursuant to 807 KAR 5:011, Section 6, and other applicable law, and for its Application requesting that the Kentucky Public Service Commission (“Commission”) enter an Order authorizing and approving Applicant’s new tariff sheet titled “Section EDR – Economic Development Rider” respectfully stating as follows:

1. Jackson Energy’s mailing address is 115 Jackson Energy Lane, McKee, Kentucky 40447.
2. A copy of Applicant’s restated Articles of Incorporation and all amendments thereto were filed with the Commission in Case No. 2013-00219.
3. On February 6, 2014, East Kentucky Power Cooperative, Inc. (“EKPC”), Jackson Energy’s wholesale power provider, filed its application seeking approval of an Economic Development Rider (“EDR”) tariff.<sup>1</sup> As noted in EKPC’s application, the proposed EDR tariff will be used and relied upon by those Member Systems who desire to implement a corresponding EDR tariff for their retail customers. The EKPC EDR tariff should be regarded as a tool offered by EKPC to its Member Systems to further advance their economic development efforts.

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<sup>1</sup> See *In the Matter of the Application of East Kentucky Power Cooperative, Inc., for Approval of an Economic Development Rider*, Case No. 2014-00034.

4. Jackson Energy has reviewed the proposed EKPC EDR tariff and has determined the adoption of a similar tariff would be beneficial and advance its economic development activities.

5. Jackson Energy has reviewed EKPC's application and agrees with the reasoning expressed in support of the proposed EKPC EDR tariff and believes the same reasoning applies and supports Jackson Energy's request for approval of its own EDR tariff.

6. Attached as Applicant's Exhibit 1 is a tariff sheet for Jackson Energy's Section EDR – Economic Development Rider.

7. Attached as Applicant's Exhibit 2 is a copy of the minutes of the meeting of Jackson Energy's Board of Directors on January 2, 2014 which authorized Jackson Energy to seek approval of the Section EDR – Economic Development Rider.

8. Attached as Applicant's Exhibit 3 is the notice by Jackson Energy to its members pursuant to 807 KAR 5:011, Section 8(2) notifying them of the filing of this Application.

WHEREFORE, Applicant respectfully requests the Commission to approve the proposed Section EDR – Economic Development Rider tariff sheet.

Respectfully submitted,



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Taylor, Keller & Oswald, PLLC  
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Attorney for Jackson Energy Cooperative

FOR ALL COUNTIES SERVED

P.S.C. NO. 5ORIGINAL SHEET NO. 36

Jackson Energy Cooperative Corporation

**Section EDR**  
**Economic Development Rider**

**Applicability**

The EDR is available in all the service territory served by Jackson Energy Cooperative Corporation ("Jackson Energy").

**Availability**

Available as a rider to qualifying Jackson Energy 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, Jackson 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:
  - a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, Jackson 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, Jackson Energy, and the customer concerning the affected portion of the customer's ED Base Load.

DATE OF ISSUE February 12, 2014DATE EFFECTIVE Service rendered on and after March 17, 2014ISSUED BY TITLE President and CEO

FOR ALL COUNTIES SERVED

P.S.C. NO. 5ORIGINAL SHEET NO. 37

Jackson Energy Cooperative Corporation

**Section EDR (con't.)**

- 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:
- During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
  - 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 1/6<sup>th</sup> of the remaining months of the discount period.
  - 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 description of the new load to be served;
  - The number of new employees, if any, the customer anticipates employing associated with the new load; and
  - 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.
- 7) For purposes of this tariff, a new customer is defined as one who becomes a customer of Jackson Energy on or after January 1, 2013.

DATE OF ISSUE February 12, 2014DATE EFFECTIVE Service rendered on and after March 17, 2014ISSUED BY Paul WajitTITLE President and CEO

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FOR ALL COUNTIES SERVED

P.S.C. NO. 5ORIGINAL SHEET NO. 38

Jackson Energy Cooperative Corporation

**Section EDR (con't.)****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:

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 Jackson 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 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.

DATE OF ISSUE February 12, 2014DATE EFFECTIVE Service rendered on and after March 17, 2014ISSUED BY TITLE President and CEO

FOR ALL COUNTIES SERVED

P.S.C. NO. 5

ORIGINAL SHEET NO. 39

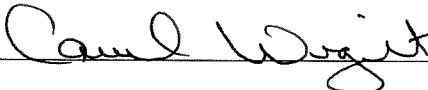
Jackson Energy Cooperative Corporation

**Section EDR (con't.)**

- 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 Jackson 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 Jackson 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 February 12, 2014

DATE EFFECTIVE Service rendered on and after March 17, 2014

ISSUED BY 

TITLE President and CEO

**JACKSON ENERGY COOPERATIVE CORPORATION**

**January 2, 2014**

**MINUTES OF THE BOARD MEETING**

A meeting of the Board of Directors of the Jackson Energy Cooperative Corporation was held at the Jackson Energy Cooperative Office in McKee, Kentucky on Thursday, January 2, 2014 at 9:30 a.m., pursuant to notice given to each Director.

The meeting was called to order by Mr. Phillip Thompson, Chairman of the Board, who presided.

The following Directors were present for the meeting:

Gordon Phillips	Steve Patton	Phillip Thompson
Keith Binder	Landis Cornett	Jim Hays, III

Mr. Fred Callahan, Mr. Fred Brown and Dr. Ted Cundiff were absent due to inclement weather.

The meeting began with an invocation led by Mr. Cornett.

The Board was first called upon to review and approve various recurring items on the Board's agenda as follows:

Approval of the minutes of the December 4, 2013 Board meeting;

Approval of 288 new members for the month of November 2013;

Approval of \$42,829.18 in capital credit refunds for the month of November 2013;

Approval of writing off delinquent accounts in the amount of \$14,685.16 for the month of June 2013, of which \$3,944.38 has since been collected, leaving a balance of \$10,740.78 for June 2013;



Approval of expenses through December 2013 for the Directors, President/CEO and attorney.

After a discussion of these items, a motion was made by Mr. Binder to approve the recurring items as presented. That motion was seconded by Mr. Phillips and passed by a unanimous vote.

The Board was then called upon to review and consider Board Policy B260, concerning the Cooperative's Code of Ethics. It was noted that no revisions were being suggested to the policy. A motion was made by Mr. Binder to approve the policy in its current form. That motion was seconded by Mr. Cornett and passed by a unanimous vote.

The Board was next called upon to review and consider Board Policy B265, concerning purchasing. The Cooperative's President and CEO, Carol Wright, recommended that the Board delete this policy, since the same policy currently existed as an administrative policy. It was noted that purchasing is in the purview of management and occurs in the daily operation of the Cooperative. After a discussion, a motion was made by Mr. Cornett to delete Board Policy B265. That motion was seconded by Mr. Patton and passed by a unanimous vote.

The Board was next called upon to review and consider Board Policy B300, concerning electrical system planning. It was noted that the only suggested changes were textual in nature. A motion was made by Mr. Patton to approve Board Policy B300 as presented. That motion was seconded by Mr. Cornett and passed by a unanimous vote.

The Board was next asked to review and consider Board Policy B261, the Cooperative's Whistleblower Policy. It was noted by the Cooperative attorney, Clayton Oswald, that only textual changes to the policy were being proposed. A motion was made by Mr. Binder to

approve the policy as presented, with that motion being seconded by Mr. Phillips. The motion passed by a unanimous vote.

The Board was next called upon to consider Resolution 2014-01-01, which would engage an outside auditor to conduct the Cooperative's annual audit. After a discussion, a motion was made by Mr. Cornett to approve Resolution 2014-01-01. That motion was seconded by Mr. Patton, and upon a unanimous vote, the following resolution was adopted:

**WHEREAS**, Jackson Energy Cooperative Corporation (JEC), as a good business principal, engages a certified public accountant to provide an external audit of its financial records, and

**WHEREAS**, JEC, as a borrower of RUS, is required yearly to engage a certified public accountant, who is approved by RUS, to audit its financial records, and

**WHEREAS**, JEC has retained in prior years Alan Zumstein, CPA, to do the financial audit of its records, and

**WHEREAS**, Alan Zumstein, CPA, is a RUS approved auditor, and

**WHEREAS**, Alan Zumstein, CPA, has submitted a proposal to perform the audit for Jackson Energy Cooperative for \$12,000.00, and for Jackson Energy Services \$3,000.00, and

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of Jackson Energy Cooperative Corporation authorizes the engagement of Alan Zumstein, CPA, to perform the annual audit of Jackson Energy's financial records.

The Board next discussed the adoption of an economic development rider (EDR) tariff. Mrs. Wright discussed the tariff with the Board, noting that it had been developed by East Kentucky Power Cooperative as a way to offer an incentive for prospective employers to relocate or remain in the service territory of distribution cooperatives, such as Jackson Energy. The tariff would provide for a reduction in rates from East Kentucky Power and would not reduce the margins of Jackson Energy Cooperative. After a discussion, a motion was made by Mr. Binder

to approve the filing of the economic development rider with the Kentucky Public Service Commission. That motion was seconded by Mr. Patton and passed by a unanimous vote.

The Board next reviewed the results of an operations and maintenance survey completed by Mr. Mike Norman, a Field Representative with the Rural Utilities Service. The Board discussed Mr. Norman's findings and recommendations at length. After a discussion, a motion was made by Mr. Binder to accept the RUS report. That motion was seconded by Mr. Patton and passed by a unanimous vote.

Mr. Rodney Chrisman next discussed with the Board tentative plans for the 2014 annual meeting. Various ideas were discussed with the Board and Mr. Chrisman.

The Board was then presented with the following reports:

The East Kentucky Power Report by Mr. Cornett;

The Kentucky Association of Electric Cooperatives Report by Mrs. Wright; and

The President's report by Mrs. Wright, which included the following:

The safety report;

A discussion of a safety and loss prevention assessment conducted by the Cooperative's insurer, Federated Rural Electric Insurance Exchange;

Jackson Energy financials;

An update on the Cooperative's rate case currently pending before the Kentucky Public Service Commission;

A review of the strategic plan and business plan;


Retirements of Cooperative personnel; and

The resignation of Mr. Fiester from the Board of Operation Round Up.

The Board next discussed with Mr. Oswald some proposed changes to the Cooperative's by-laws, including joint memberships. Various issues were discussed by the Board, but further action was passed to the next meeting when more Directors could be present to participate in the discussion and vote on the proposed changes.

With there being no further business to discuss, a motion to adjourn the meeting was made by Mr. Binder. That motion was seconded by Mr. Patton and passed by a unanimous vote.

  
PHILLIP THOMPSON, CHAIRMAN

  
KEITH BINDER, SECRETARY/TREASURER

2/5/14  
Date

# Economic development tariff notice

Jackson Energy has filed the following Economic Development tariff rider for large industry with the Kentucky Public Service Commission:

## Section EDR Economic Development Rider

### APPLICABILITY

The EDR is available in all the service territory served by Jackson Energy Cooperative Corporation ("Jackson Energy").

### AVAILABILITY

Available as a rider to qualifying Jackson Energy 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 for such 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:

a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, Jackson 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, Jackson Energy, and the customer concerning the affected portion of the customer's ED Base Load.

1) 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.

2) 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.

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.

3) 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.

4) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

5) For purposes of this tariff, a new customer is defined as one who becomes a customer of Jackson Energy on or after January 1, 2013.

### 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: (See below)

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.

Continued on page 32D

TERMS AND CONDITIONS

1) EKPC and Jackson Energy will only offer an EDR during either periods of excess capacity or the additional capacity needs have been 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 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 Jackson 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 Jackson 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 effective: Service rendered on and after January 31, 2014

For all Counties Served by Jackson Energy Cooperative

Carol Wright, President & CEO



# Lighting rebate

Continued from page 32A

The project involved changing 423 lights from an older, less efficient fixture to a fluorescent light that uses about 50 percent less energy.

“In less than two years, the energy savings will pay for our investment,” Schwinn adds.

Jackson Energy’s Todd Claiborne worked with Laurel Grocery on the project. “The energy savings helped the company qualify for a \$12,000 lighting rebate offered through our wholesale power supplier, East Kentucky Power,” Claiborne says.

“The project resulted in such un-

believable savings,” adds Winston Griffin, Laurel Grocery vice chairman & CEO, “that we couldn’t afford not to do it.”

Energy-efficiency upgrades not only lower monthly costs for businesses and homeowners, they also lower expenses for your co-op.

“Using less energy is a win for the co-op member and the cooperative,” says Jackson Energy President & CEO Carol Wright. “Lower monthly bills mean lower demand for electricity. Less demand helps us reduce our operating costs.” For more information on rebates, visit [www.jacksonenergy.com](http://www.jacksonenergy.com), or call (800) 262-7480.



## Apply now for Youth Tour, scholarships

Jackson Energy is accepting applications for both its scholarship essay contest and the Washington Youth Tour program. The deadline for both programs is March 1.

The scholarship essay contest is open to high school seniors and eight \$2,000 scholarships will be awarded. The Washington Youth Tour program is open to high school juniors. Four students will be selected to attend a weeklong leadership program in Washington, D.C.

To download applications, visit our Web site, [www.jacksonenergy.com](http://www.jacksonenergy.com), and click on the My Community link on the home page.