RICHARDSON GARDNER & ALEXANDER

ATTORNEYS-AT-LAW

117 EAST WASHINGTON STREET
GLASGOW, KENTUCKY 42141-2696
writer's e-mail. wlg@rgba-law com

BOBBY H RICHARDSON WOODFORD L GARDNER, JR T RICHARD ALEXANDER II JOHN B GARDNER

November 19, 2012

(270) 651-8884 (270) 651-2116 FAX (270) 651-3662

Mr. Jeff Derouen Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601 RECEIVED

NOV 20 2012

PUBLIC SERVICE COMMISSION

Re: Case No. 2012-00437

Dear Mr. Derouen:

Enclose for filing is the original and eight (8) copies of the Commission Staff's First Information Request, dated November 5, 2012, regarding the Application of Farmers Rural Electric Cooperative Corporation for Approval of a Prepay Metering Tariff.

Thank you for your assistance.

Very truly yours

Woodford L. Gardner, Jr.

Attorney for Farmers RECC

Enclosures

cc: William T. Prather

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In The Matter Of:

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION) CASE NO. FOR APPROVAL OF A PREPAY METERING TARIFF) 2012-00437

RESPONSE TO COMMISSION STAFF'S
FIRST INFORMATION REQUEST TO
FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In The Matter Of:

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION) CASE NO. FOR APPROVAL OF A PREPAY METERING TARIFF) 2012-00437

<u>APPLICANT'S RESPONSES TO</u> COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION.

The applicant, Farmers Rural Electric Cooperative Corporation ("Farmers"), makes the following responses to the Commission Staff's First Request for Information as follows:

- 1. The witnesses who are prepared to answer questions concerning each request are William T. Prather and James R. Adkins.
- 2. William T. Prather, President & CEO of Farmers, is the person supervising the preparation of the responses on behalf of the applicant.
- 3. The responses and exhibits are attached hereto and incorporated by reference herein.

Woodford L. Gardner, Jr.

Richardson, Gardner & Alexander

Attorney for Applicant

117 East Washington Street

Glasgow, Kentucky 42141

Phone: (270) 651-8884

Fax: (270) 651-3662

E-Mail: wlg@rgba-law.com

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

ln	Th	ρ	M	а	tt	er	O	F٠

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION)	CASE NO.
FOR APPROVAL OF A PREPAY METERING TARIFF)	2012-00437

CERTIFICATE

William T. Prather, being duly sworn, states that he has supervised the preparation of the response of Farmers Rural Electric Cooperative Corporation to the Public Service Commission Staff's First Information Request in the above-referenced case, and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.

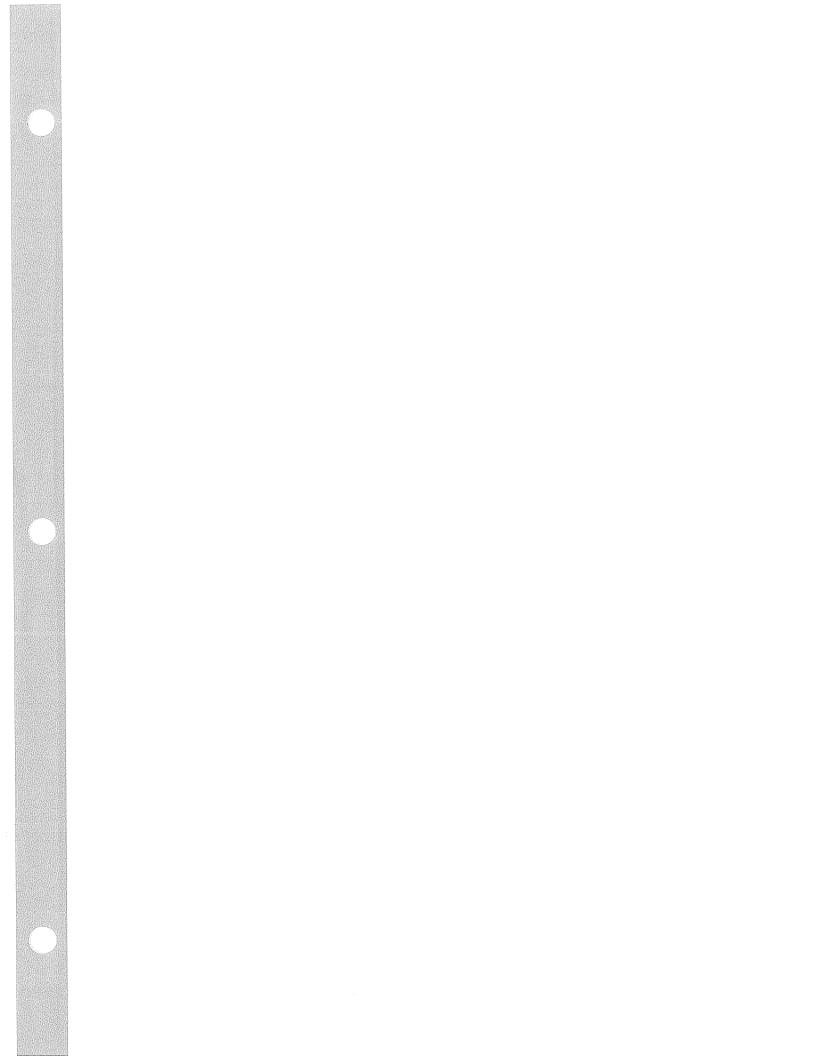
		William I. Prettin
COMMONWEATLH OF KENTUCKY)	
COUNTY OF BARREN)	

Subscribed and sworn to before me by William T. Prather, President & CEO of Farmers Rural Electric Cooperative Corporation this $\underline{/\mathscr{G}}$ day of November, 2012.

Notary Public

ID: 446566

My Commission Expires: 7-30-2015

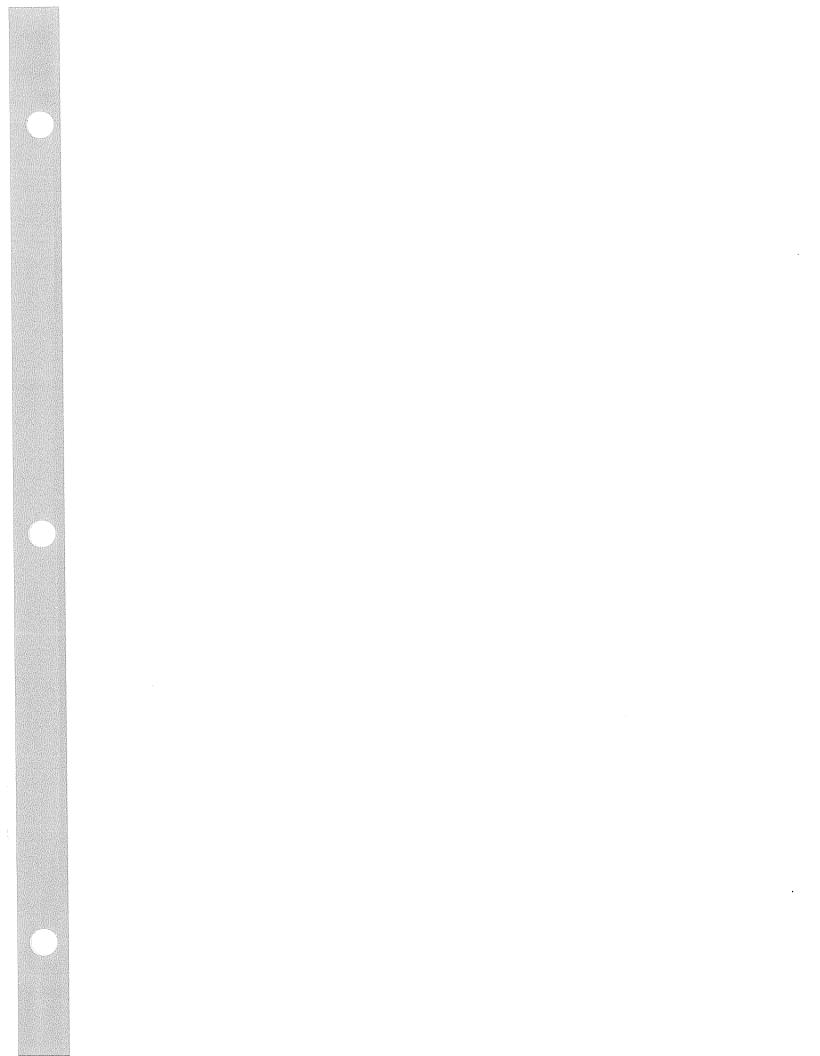


Refer to paragraph 6 of the Application. Confirm that the reference to Case No. 2012-0620 should be Case No. 2012-00260.

Response 1. In paragraph 6 of the Application, Case No. 2012-00260 should be referenced.

Witness:

William T. Prather



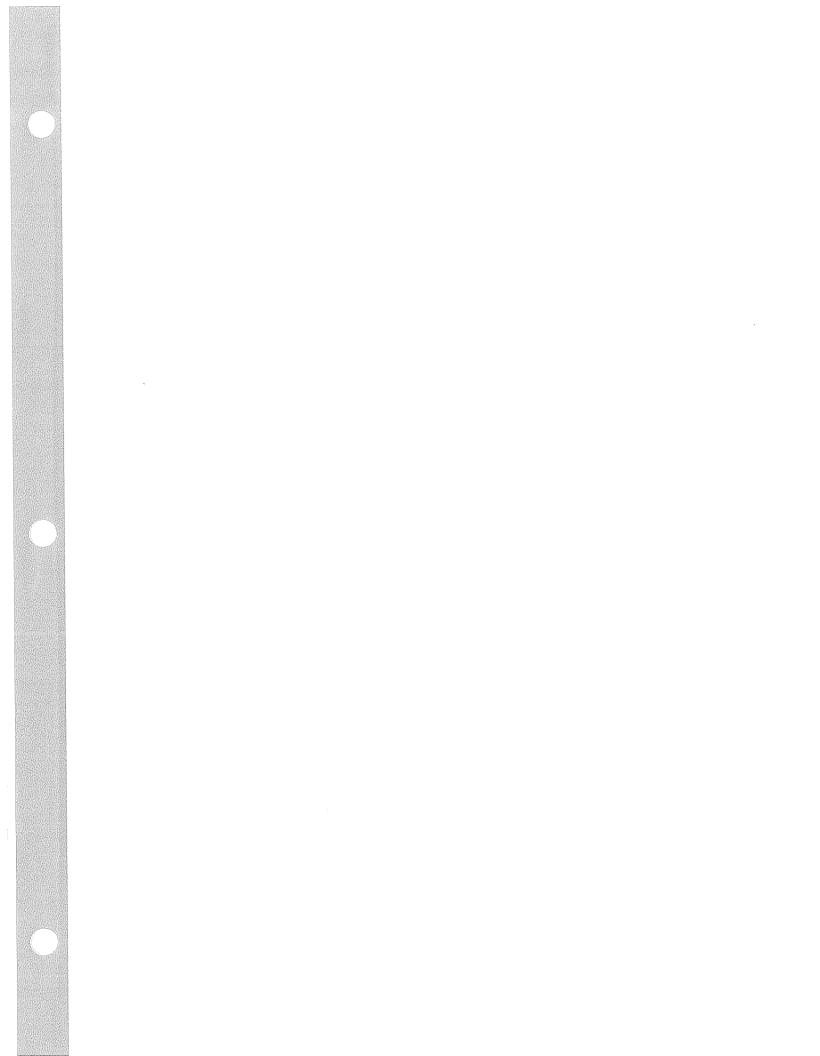
Reguest 2. Refer to paragraph 7 of the Application.

Request 2.a. Identify the location in 807 KAR 5:006, Section 6, of the requirement that a paper bill be mailed to a customer.

Response 2.a. There is no specific wording in this section that refers to or requires the "mailing" a paper bill to the member. This section outlines specific information to be included on bills, but does not specify a required method of delivery of a bill.

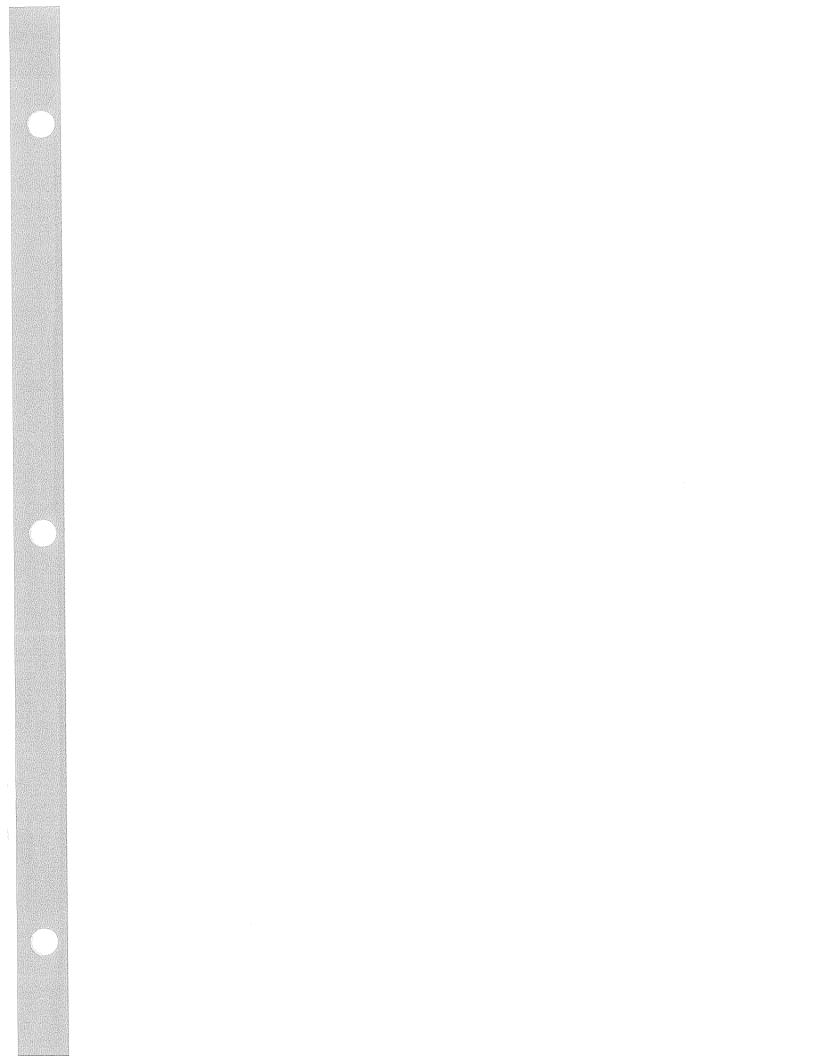
Request 2.b. Confirm that the reference to Case No. 2012-0620 should be Case No. 2012-00260.

Response 2.b. The reference case should be Case No. 2012-00260.



Refer to the Availability section of the Application, Exhibit A of the proposed Pay-As-You-Go (PrePay) Residential Rider. Explain whether this Rider is optional or in addition to Farmers Schedule R – Residential tariff.

<u>Response 3.</u> The Pay-As-You-Go (PrePay) Residential Rider is an optional way for members, who are receiving service under Farmers' Schedule R — Residential tariff, to pay for electric service.



Refer to paragraph 2 of the Terms and Conditions section of the Application, Exhibit A, which states, "Members should have internet access to participate in this voluntary program."

Request 4.a. Confirm that if a customer is unable to receive either email, text, or automated phone messages, the customer will not be able to participate in the prepay program.

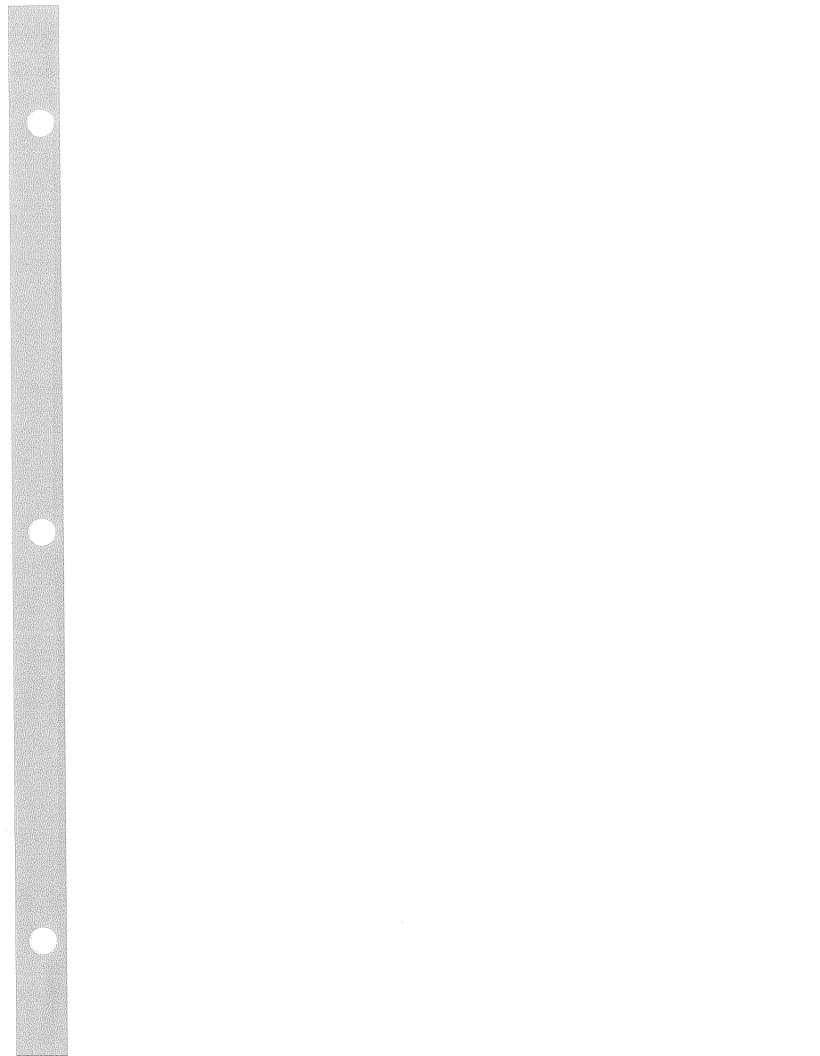
Response 4.a. These members may still participate in the prepay program. They can call Farmers' automated phone system 24/7/365 to obtain their account information, which includes their current account balance. Members can also make payments on their accounts via our automated phone system. Also, they may telephone or visit the office and speak to one of our customer representatives.

Request 4.b. Explain whether an in-home electronic display could eventually become part of this program.

Response 4.b. In-home electronic display could become part of this program if the demand is driven by the members.

<u>Request 4.c.</u> Explain whether all of the residential meters that Farmers currently has in service are compatible with the hardware and software Farmers will deploy for the proposed prepay metering program.

Response 4.c. All of the current AMI meters used on Farmers' system are compatible with the hardware and software the Cooperative will use to deploy the prepaid metering program, with the exception that they would have to be used in conjunction with an additional disconnect/reconnect collar. Therefore, we will use the equipment described in the answer to question 18.a., which is a less expensive option to adding a collar to the existing AMI meter.



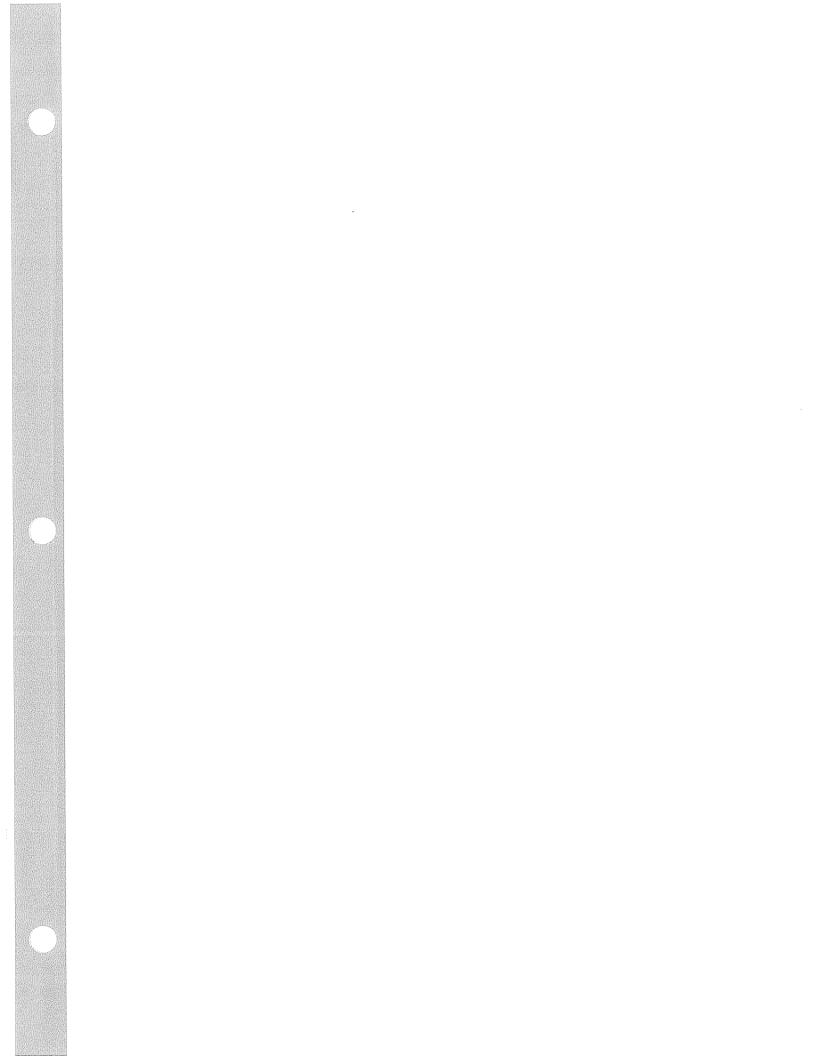
Request 5. Refer to paragraph 4 of the Terms and Conditions section of the Application, Exhibit A

Reguest 5.a. Explain whether Farmers intends to have a term for the proposed prepay agreement.

Response 5.a. There is no term. As long as the member complies with the tariff and has a desire to remain on the prepay option, the member may continue in the program.

Refer to the section where it states, "Refusal by the member to return all equipment in working order shall result in being charged for replacement cost of the equipment." Explain why the depreciated cost is not used instead of replacement cost for equipment not returned by the member.

Response 5.b. Farmers is indifferent to using depreciated cost or replacement cost for equipment not returned by the member. Farmers will follow which cost method preferred by the Commission.



Request 6. Refer to paragraph 5 of the Terms and Conditions section of the Application, Exhibit A and Exhibit D.

Request 6.a. How many customers does Farmers expect to have in the proposed prepay program?

Response 6.a. Since this is a new option, Farmers would use the to-date experience of Jackson Energy Cooperative, who has had a program in place for some time, to project our success with the program. Jackson Energy currently has 4.49% of its members in the program.

Request 6.b. Provide a schedule of the number of delinquencies, by month, for the last 12 months and the average number of delinquencies for the same period.

Response 6.b. See attached Exhibit 1.

Request 6.c. Provide the estimated monthly number of delinquencies expected after the implementation of the proposed prepay program.

Response 6.c. See attached Exhibit 1.

Farmers Rural Electric Cooperative Corporation Schedule of Delinquencies

Response 6.b.

Month		Delinquencies
November 2011		4,050
December		3,948
January 2012		4,217
February		4,231
March		4,281
April		4,371
May		3,933
June		4,162
July		3,945
August		4,407
September		4,188
October		4,127
	Average	4,155

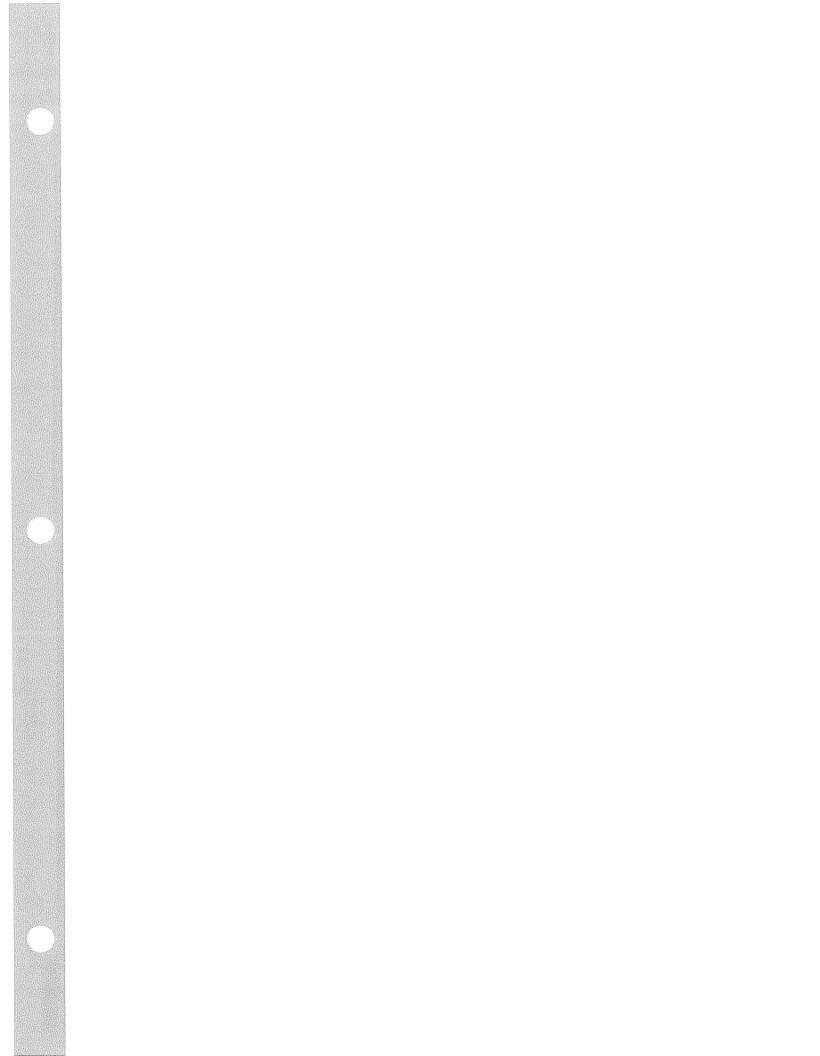
Farmers Rural Electric Cooperative Corporation Estimated Schedule of Delinquencies

Response 6.c.

Month		Delinquencies
November 2011		3,868
December		3,771
January 2012		4,028
February		4,041
March		4,089
April		4,175
May		3,756
June		3,975
July		3,768
August		4,209
September		4,000
October		3,942
	Average	3,969 **

NOTE:

** Normal Average Less 4.49%



Refer to paragraph 5 of the Terms and Conditions section of the Application, Exhibit A. It states that "[t]he Program Fee shall be \$3.18. Both the Customer Charge and Program Fee will be pro-rated and deducted from the member's account on a daily basis."

Request 7.a. Explain whether the Customer Charge is the same as the Customer Charge on Schedule R – Residential Service of \$9.35, or if this is an additional Customer Charge?

Response 7.a. The Customer Charge is the same as the Customer Charge on Schedule R – Residential Service of \$9.35.

Request 7.b. Using 1,000 kWh for a month's usage, and using the most current billing factors, provide an example of a customer bill for a prepay customer and a non-prepay customer.

Response 7.b. See Exhibit 2.

Request 7.c. Show a prepay customer's daily billing update under the above conditions.

Response 7.c. See Exhibit 3.

Farmers Rural Electric Cooperative Corporation

Response 7.b.

Pre-Pay		Non Pre-Pa	у	
31 Day Monthly Usage	1000 kwh	31 Day Monthly Usage	1000 kwh	
Energy	\$ 88.95	Energy	\$ 88.95	
Customer Charge	9.35	Customer Charge	9.35	
Pre Pay Fee	3.18			
Fuel @ -0.001330	(1.33)	Fuel @ -0.001330	(1.33)	
Environmental Surcharge		Environmental Surcharge		
@ 11.57%	11.59	@ 11.57%	11.22	
Local School Tax @ 3%	3.35	Local School Tax @ 3%	3.25	
Total Bill Amount	\$ 115.09	Total Bill Amount	\$ 111.44	
Avg. Daily Usage	42 kwh	Avg. Daily Usage	42 kwh	
Energy	\$ 3.74	Energy	\$ 3.74	
Customer Charge	0.30	Customer Charge	0.30	
Pre Pay Fee	0.10	Fuel @ -0.001330	(0.06)	
Fuel @ -0.001330	(0.06)			
Environmental Surcharge		Environmental Surcharge		
@ 11.57%	0.47	@ 11.57%	0.46	
Local School Tax @ 3%	0.14	Local School Tax @ 3%	0.13	
Total Bill Amount	\$ 4.69	Total Bill Amount	\$ 4.57	

^{*} Fuel is calculated on kwh amount.

^{*} Environmental Surcharge is calculated on energy, customer charge and/or pre-pay fee, and fuel.

^{*} School Tax is calculated on all charges.



A Touchstone Energy Cooperative

P.O. BOX 1298, GLASGOW, KY 42142-1298 Office Hours 8:00 to 4:30 Monday-Friday Glasgow Office (270) 651-2191 Munfordville Office (270) 524-5030 Visit us on the web at www.farmersrecc.com

				0	TOTE GO OTT CIT	C WCD OIL MITTER	
CCOUNT NUMBER		NAME	RAT	E CLASS TYPE	MAP NUMBER	TELEPHONE	METER NUMBER
12345001	DOE JOHN		2.	1 0 (9-87-654	270-555-123	34 99999
SERVICE.	NO. TO DAYS	BILL DATE	RE/	ADING PRESENT	MULTIPLIE	KWH R USAGE	CHARGES
)/31/12 3:	1 11/01/12	56789	57789	1	1000	88.95
CUSTOMER CHA	ARGE						115 2 135
PRE PAY FEE -0.001330 FU	IET. AD HISTN	4FNT	italiku sisha				3.18 1.33
ENVIRONMENTA			Natifica de la finita de la compansión de	Pilita kashi Shrimaha edelekin e		enna mengami keluluk biji Baktingdanken wasulu d	11.59
LOCAL SCHOOL							3.35
TOTAL CURREN	IT BILL DUI	$\frac{11}{15}$	2 isto omit.	irrikuri#H#H#			115.09
	si delen ole del mustro ricipani sell'ibile Bilandini di Tantany Leba, ra Maria.					i jest jih izvade kingadan 1909.	
ekoninglische Große (Scheider unbliche)							
COMPARISONS	DAYS SERVICE	TOTAL KWH	AVG. KWH/DAY	COST PER DAY	TC	TAL DUE NOW	\$ 115.09
URRENT BILLING PERIOD REVIOUS BILLING PERIOD	* J L	1000	32	2.87	DUE DATE Ì	i/15/12 BILLIS	DELINGUENT AFTER DUE DATE
"ME PERIOD LAST YEAR	39				AFTER D	UE DATE PAY	\$ 120.68
			Your inter	net password	is:		
PRE-PAY AC	CCOUNT				DOEO	234	
****				A 109/ pag	alty (05 00 may	rimum) is added to a	. U L 31

* Allow ample time for delivery before the due date when mailing your payment. * Payment is not avoided by failure to receive bill. * Outside depository is available after hours for your convenience.

TO REPORT A POWER OUTAGE CALL YOUR LOCAL OFFICE OR 1-800-253-2191

A 10% penalty (\$5.00 maximum) is added to all bills after due date.

PLEASE READ THIS IMPORTANT MESSAGE

You have previously been informed that we are now reading your meter for you each month thru AMI and we have implemented cycle billing. Please check your statement carefully and pay your bill by the due date shown to avoid penalty.

KEEP THIS PORTION FOR YOUR RECORDS - RETURN BOTTOM PORTION WITH PAYMENT

25



ADDRESS SERVICE REQUESTED

KY0834BB BILLING DATE METER NUMBER 11/01/12 99999 TELEPHONE NUMBER BC CYCLE AFTER DUE DATE PAY 609 70-555-1234 120.68 ACCOUNT NUMBER DUE DATE AMOUNT DUE /15/12 12345001 115.09

AMOUNT PAID \$

DOE JOHN 123 ANYWHERE ST. GLASGOW KY 42141

FARMERS RURAL ELECTRIC COOPERATIVE P.O. BOX 1298 GLASGOW, KY 42142-1298



A Touchstone Energy Cooperative

P.O. BOX 1298, GLASGOW, KY 42142-1298 Office Hours 8:00 to 4:30 Monday-Friday Glasgow Office (270) 651-2191 Munfordville Office (270) 524-5030 Visit us on the web at www.farmersrecc.com

CCOUNT NUMBER		NAME	1	RATE CLA	SS TYPE	MAP NUMBE	R	TELEPHONE		METER NUMBER
12345001	DOE JOHN			2	L 0	09-87-65	4 270-	-555-12	34	99999
SERVICE FROM	TO DAYS	BILL DATE	PREVIOU	READING	PRESEN'	MULTI	PLIER	KWH USAGE		CHARGES
0/01/12 10/ CUSTOMER CHAR -0.001330 FU		11/01/12 ENT	56789						ł	88.95 9.35 -1.33
INVIRONMENTAL OCAL SCHOOL OTAL CURRENT	TAX									11.22 3.25 111.44
					01/11				ią (
		a a element							Section 1	
									: 4 **	
COMPARISONS	DAYS SERVICE	TOTAL KWH	AVG. KWH/D		ST PER DA	Y	TOTAL DU	JE NOW	\$	111.44
URRENT BILLING PERIOD		1000	32		2.87	DUE DATE	11/15/	L2 BILLI	S DELIN	QUENT AFTER DUE DATE
E PERIOD LAST YEAR	1				***************************************	AFTE	OUE DA	TE PAY	\$	116.85
**************************************			Your in	nternet _l	asswo	rd is:				
						DOE	01234			
					400/	ii. Inc oo			-B 5 10	s after due date.

* Allow ample time for delivery before the due date when mailing your payment. * Payment is not avoided by failure to receive bill. * Outside depository is available after hours for your convenience.

TO REPORT A POWER OUTAGE CALL YOUR LOCAL OFFICE ŌŘ 1-800-253-2191

A 10% penalty (\$5.00 maximum) is added to all bills after due date.

PLEASE READ THIS IMPORTANT MESSAGE

You have previously been informed that we are now reading your meter for you each month thru AMI and we have implemented cycle billing. Please check your statement carefully and pay your bill by the due date shown to avoid penalty.

KEEP THIS PORTION FOR YOUR RECORDS - RETURN BOTTOM PORTION WITH PAYMENT



ADDRESS SERVICE REQUESTED

KY0834BB **BILLING DATE** METER NUMBER 11/01/12 99999 CYCLE AFTER DUE DATE PAY BC TELEPHONE NUMBER 609 116.85 270-555-1234 ACCOUNT NUMBER DUE DATE AMOUNT DUE 12345001 11/15/12 111.44

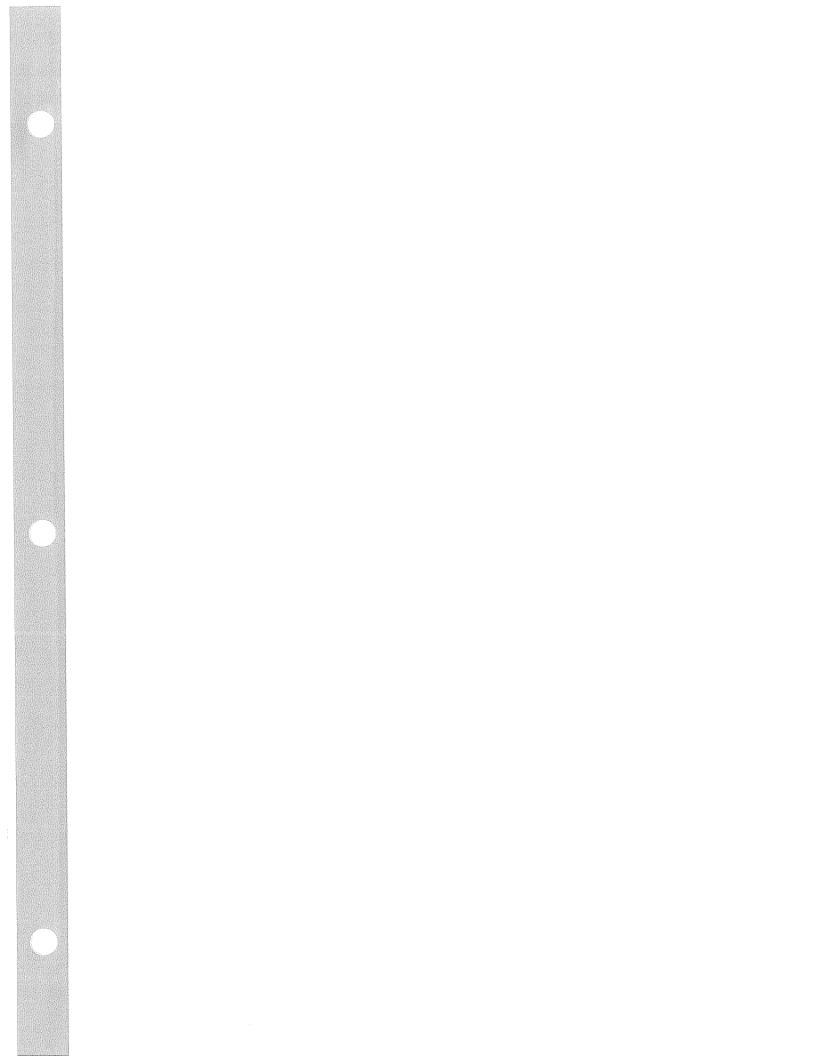
AMOUNT PAID \$	
----------------	--

DOE JOHN 123 ANYWHERE ST. GLASGOW KY 42141

dada	1.1.,	.11.1.	الماليا	h	بياباليا	بابابيا	Lalad	.111
------	-------	--------	---------	---	----------	---------	-------	------

FARMERS RURAL ELECTRIC COOPERATIVE P.O. BOX 1298 GLASGOW, KY 42142-1298 Exhibit 2 Page 3 of 3

	11/13/2012		UE	.42	2.85	04	<u>_</u>	.37	3.71	-16.79	(e	
1	11/1	•	VALUE								Active	
			DESCRIPTION	Customer Charge	Usage Charge	Fuel Charge	Local Tax	Other Amount 3	Total	PPM Balance	PPM Status	
)	3.71											
	Normai											
	32											
	-16.79 29179				Σ			4	<u>0</u>		ō,	15
מאראווי	-16.7				12345001	Active Electric		09-87-654	66666		-16.79	-140.05
מאוני	11/1/2012		DOE JOHN		Mbr Sep:	Status:		Location:	Meter:		Prepaid Bal:	Balance:



Request 8. Refer to paragraph 9 of the Terms and Conditions section of the Application, Exhibit A.

Request 8.a. Explain whether Farmers intends to impose an initial minimum amount for a customer participating in the proposed prepay program.

Response 8.a. Farmers does not intend to impose or require an initial minimum amount; however, Farmers will suggest that an initial minimum amount be paid.

Request 8.b. Explain how the incremental minimum purchase of \$10 was determined.

Response 8.b. Ten dollars is approximately two days service for an average member, and would cover usage for the average member over a weekend. It is a small, yet reasonable amount for a member to pay.

Request 8.c. Provide a schedule showing the estimated average daily cost under the proposed prepay program.

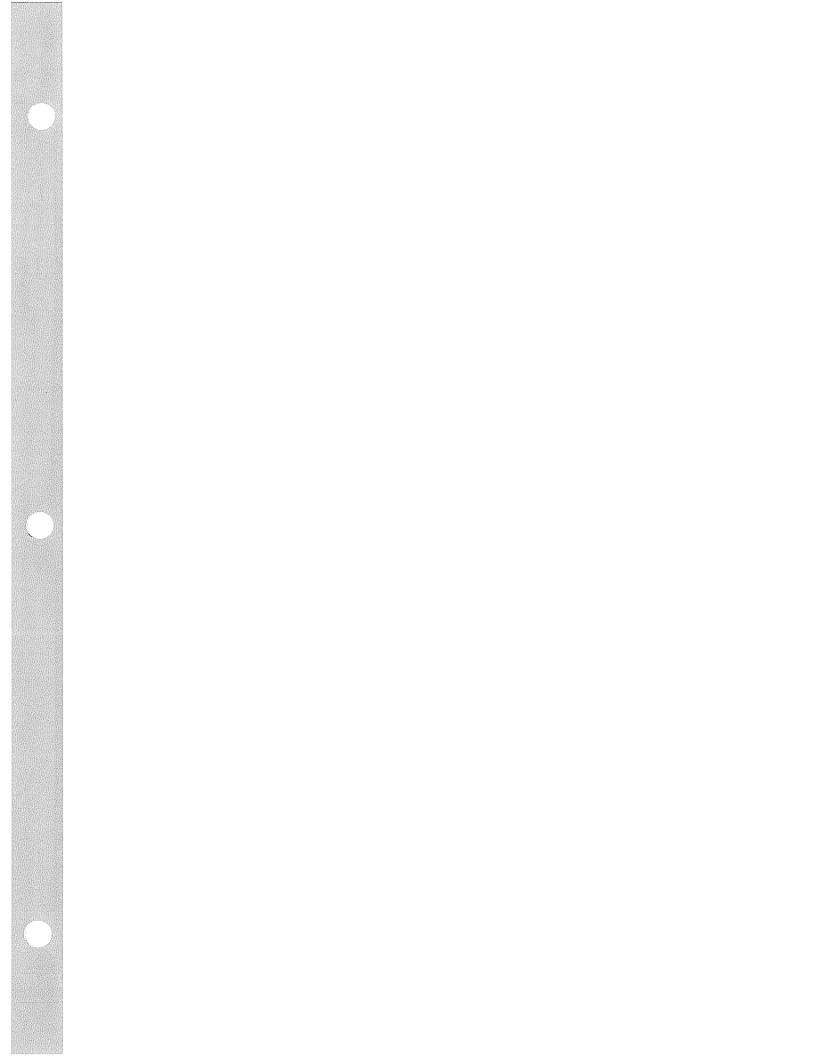
Response 8.c. See attached Exhibit 4.

Request 8.d. Explain why the minimum incremental purchase should not be a multiple of the average daily cost for a member.

Response 8.d. It is approximately two days of electric service for an average residential member.

Farmers Rural Electric Cooperative Corporation Response 8.c. Estimated Daily Cost

Avg. Daily Usage	42 I	42 kwh		
Energy	\$	3.74		
Customer Charge		0.31		
Pre Pay Fee		0.11		
Fuel @ -0.001330		(0.06)		
Environmental Surcharge		,		
@ 11.57%		0.47		
Local School Tax @ 3%		0.14		
Total Bill Amount	\$	4.71		



Refer to paragraph 10 of the Terms and Conditions section of the Application, Exhibit A, it states the following:

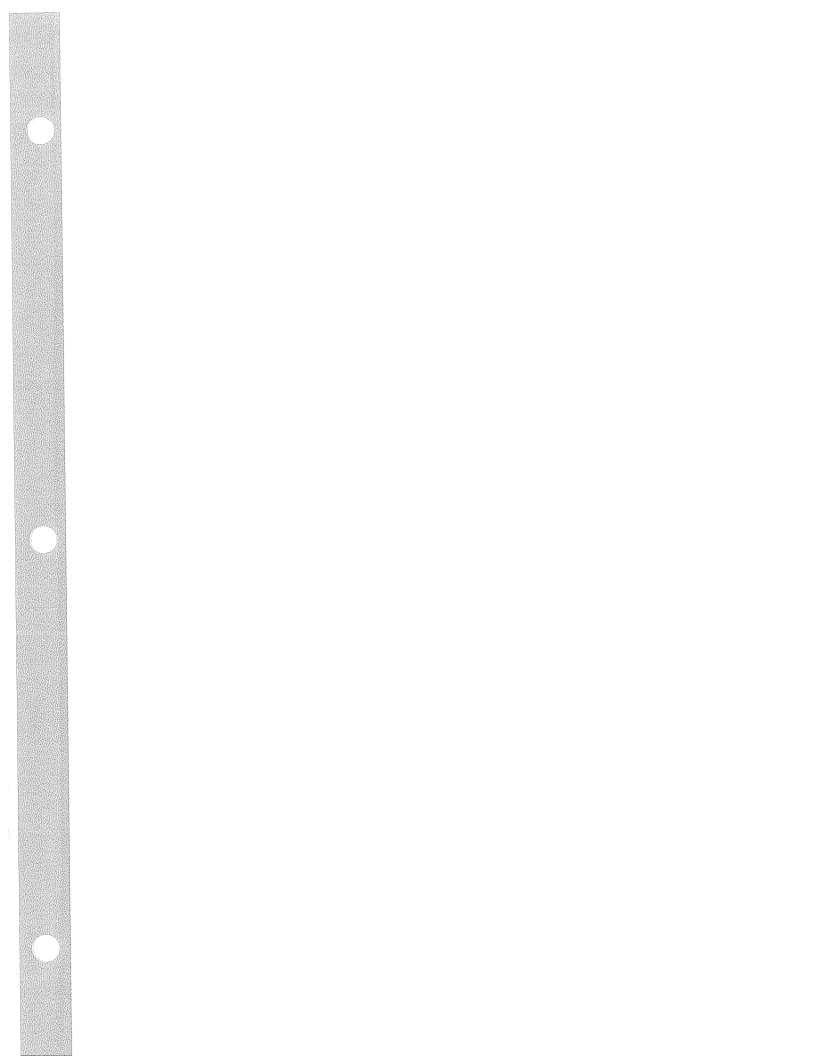
No crediting of the deposit to the prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s).

Explain how Farmers determines when an account does not have a satisfactory credit history.

Response 9. Refer to the Rules and Regulations of the Farmers Tariff, Sheets No. 12 and 12-1, which states the following:

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

- A. If an applicant has shown a satisfactory prior payment history with the Cooperative of less than three (3) delinquents in a twenty four (24) month period, there will not be a deposit required.
- B. All other applicants must be approved by our credit reporting service and may be required to provide a one month or two month deposit depending upon credit.
- C. Non-residential members will be required to provide two (2) months deposit.



Refer to paragraph 14 of the Terms and Conditions section of the Application, Exhibit A, which refers to Farmers' website.

Request 10.a. Provide the URL for Farmers' website and explain whether Farmers considered providing its website address in the proposed tariff for informational purposes.

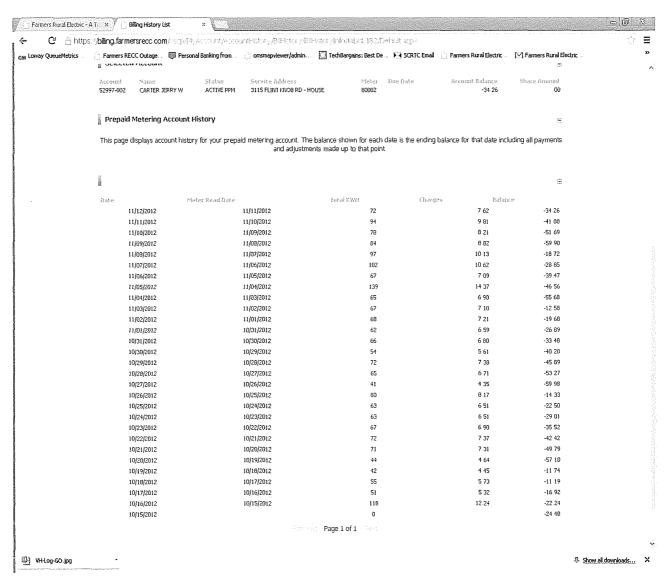
Response 10.a. Farmers does not oppose providing its website address in the proposed tariff for informational purposes. However, our website address is available in various publications that are much more visible to our members.

Request 10.b. Provide screenshot samples of all the prepay programs pages that will be available to customers on the website.

Response 10.b. See Exhibit 5.

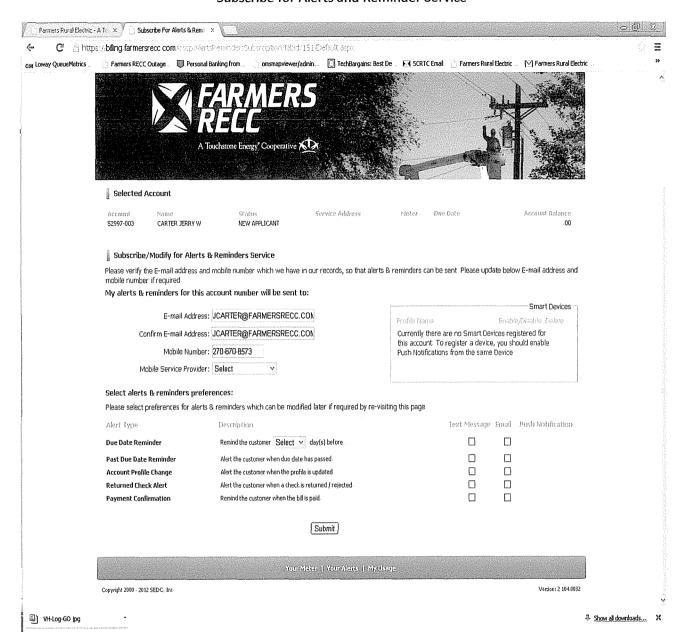
Pay-As-You-Go Website Program Pages

Billing History



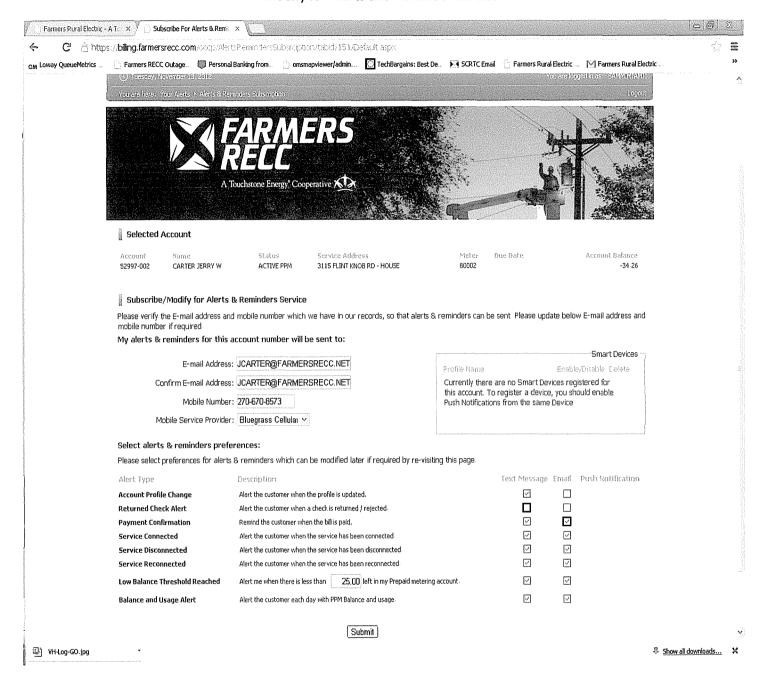
Pay-As-You-Go Website Program Pages cont.

Subscribe for Alerts and Reminder Service



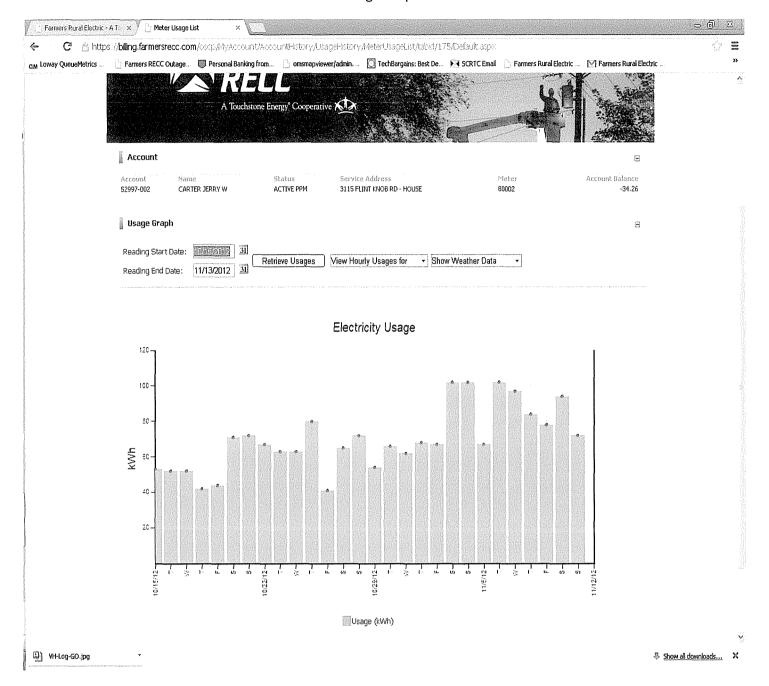
Pay-As-You-Go Website Program Pages cont.

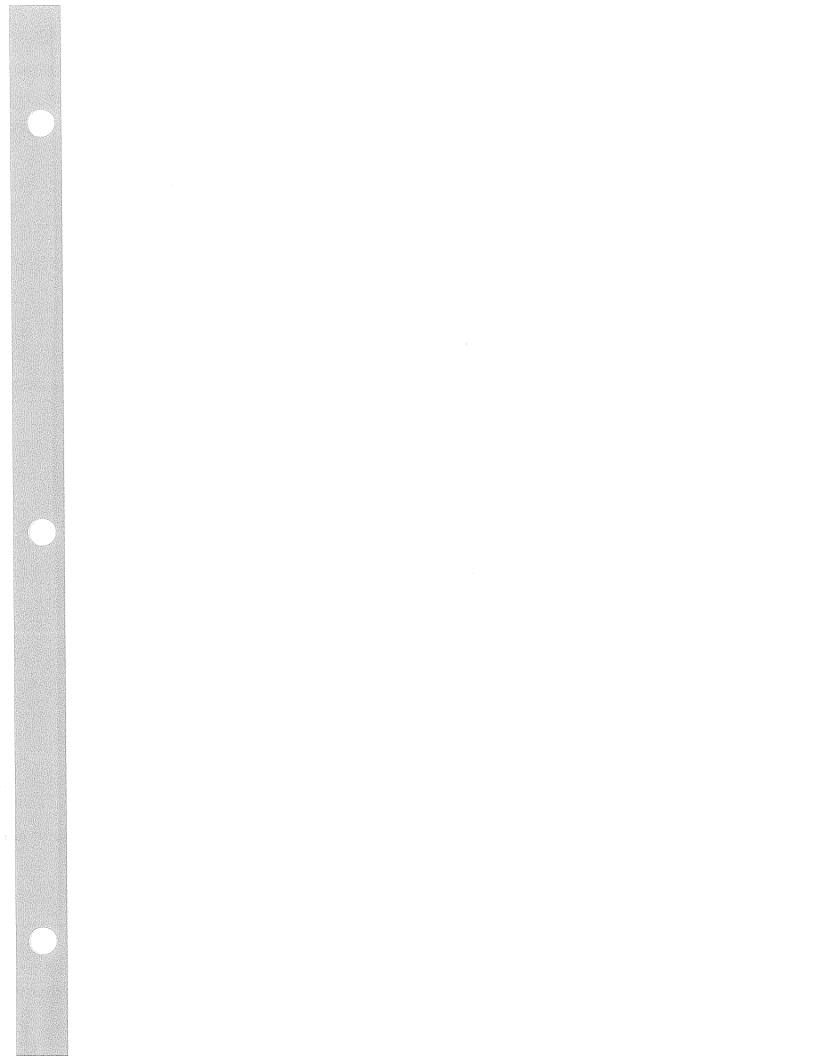
Modify for Alerts and Reminder Service



Pay-As-You-Go Website Program Pages cont.

Usage Graph

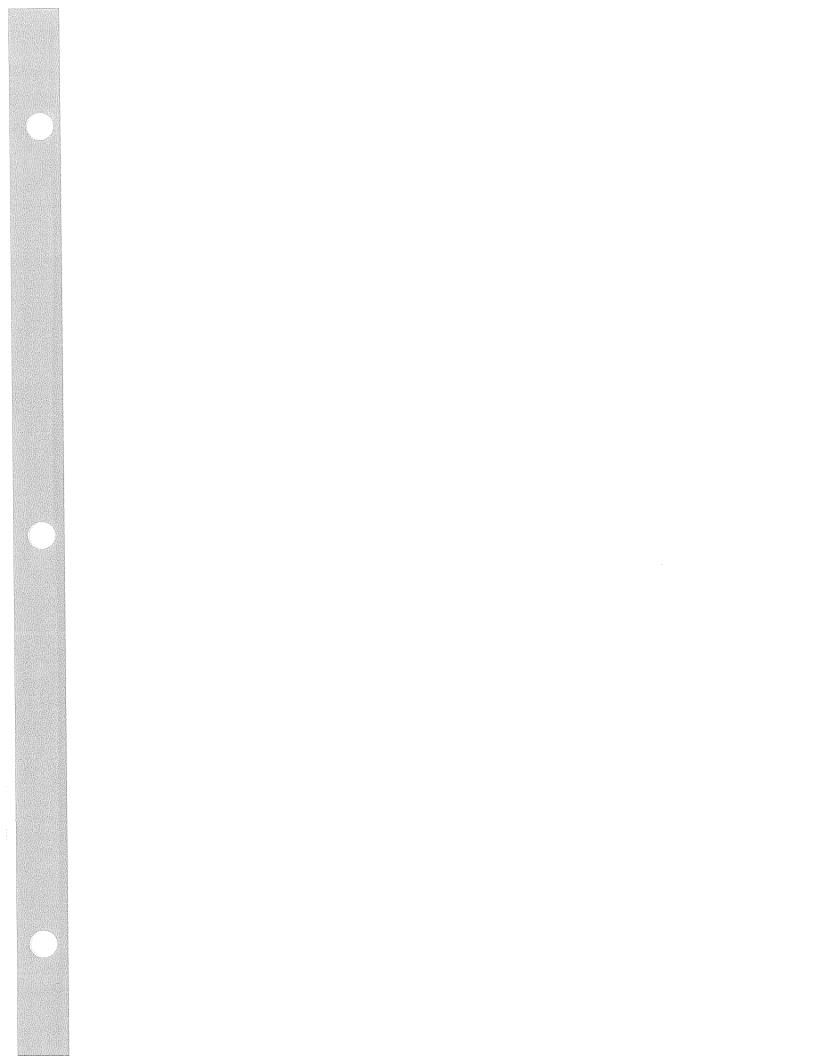




Refer to paragraph 16 of the Terms and Conditions section of the Application, Exhibit A. Farmers makes reference to a service charge in its Rules and Regulations, presumably a charge in Miscellaneous Service Charges section of its tariff. Identify the "service charge" to which paragraph 16 refers and describe where it is located in the Company's tariffs.

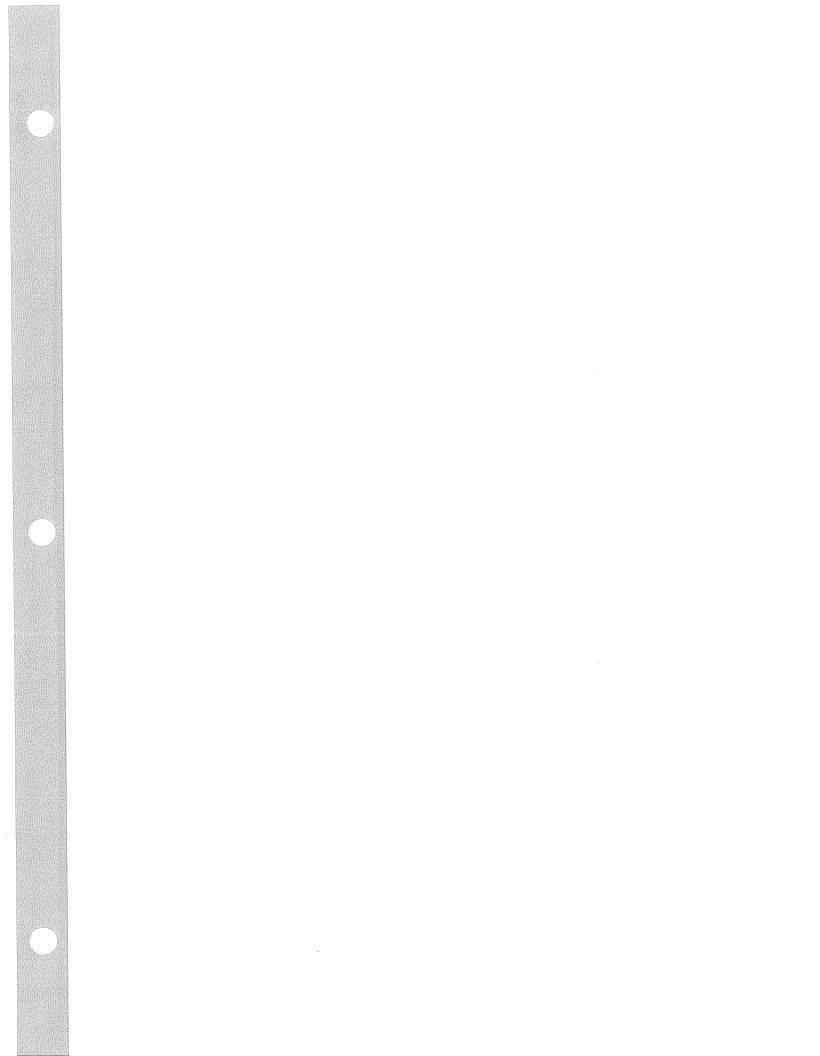
Response 11. The Service Charge is the current fee of \$30.00 levied for general reconnection or transfers of service during regular hours. Refer to the Rules and Regulations of the Farmers Tariff, Sheet No. 8, Item No. 10, which states the following:

SERVICE CHARGES – No charge will be made for the initial installation of service, or for a service replacing one which has been destroyed by fire, or if no trip is required. However, a service charge of \$30.00 will be made to a new occupant for the reconnecting or transferring of such service. Service charge will be due and payable at time of connection or transfer or upon notice of said charge. Also, service calls made by the Cooperative pertaining to the consumer's premises shall be charged for on an actual cost basis per call. No service calls shall be made and no service shall be connected or reconnected after working hours unless there exists circumstances that will justify the additional expense.



Refer to paragraph 19 of the Terms and Conditions section of the Application, Exhibit A. Are there any notices or other items included in monthly bill mailings to post-pay customers that would not be available to prepay customers without a monthly paper bill mailing?

Response 12. No. Farmers does not include monthly inserts with bills. If notices or other items were necessary, all members, whether post-pay or prepay, would receive the announcement via regular mail.



Request 13. Refer to paragraph 20 of the Terms and Conditions section of the Application, Exhibit A.

Request 13.a. Explain how Farmers determined that the \$25 account-balance threshold would be the appropriate point for notifying the customer.

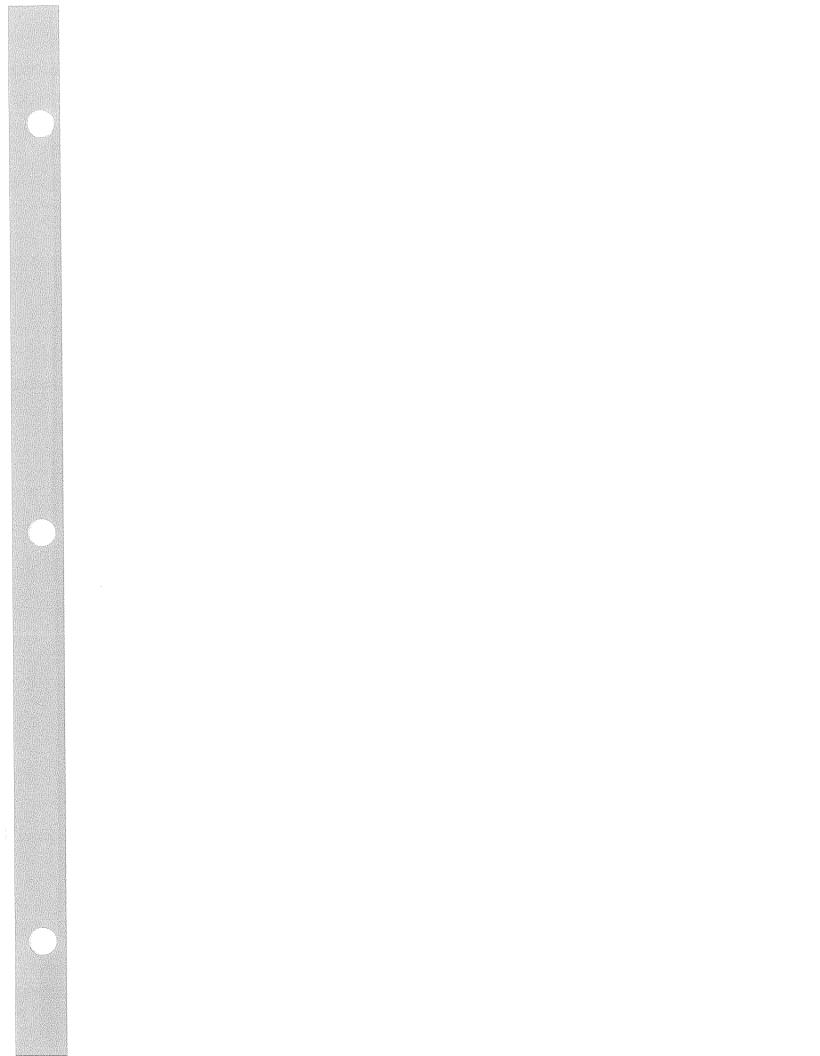
Response 13.a. Approximately five days of electric service for an average residential member is around \$25.00. We feel that five days is a reasonable threshold for appropriate notifications to a member to allow them to take the necessary action.

<u>Request 13.b.</u> Explain why Farmers is not proposing to allow participants in the prepay program to customize an alert threshold, but has instead set a standard minimum amount which would trigger an alert (i.e., the \$25 amount, as Farmers has identified).

Response 13.b. Farmers suggest the \$25.00 threshold since it is approximately five days of electric service for an average residential member. However, our software program does allow customization per member and therefore, the member could modify their threshold alert.

<u>Request 13.c.</u> Give details of the type(s) of automated messaging delivery to the customer.

<u>Response 13.c.</u> Automated messages will be delivered by text and/or e-mail depending on the desire of the member. Both types of messages will be sent to members who request and have the capability of receiving text and e-mail.



Refer to paragraph 21 of the Terms and Conditions section of the Application, Exhibit A. It states, in relevant part, that "[a] Pay-As-You-Go account will be disconnected if the balance of the account becomes negative." Refer to the Application, Exhibit B, paragraph 9, where it states, in relevant part, "that the electric service will be subject to disconnection without any written notification from the Cooperative to the member once the balance of the account reaches zero (\$0.00) or goes negative." Also, refer to the Application, Exhibit C, paragraph 1, where it states, in relevant part, "[i]f the account balance runs to \$0.00, service will be disconnected." Identify the correct statement and provide the necessary corrections.

Response 14. All should be the same. Farmers will change the contract to agree with the tariff, which both will read "when the balance goes negative". Attached is the corrected contract with the same language. See attached Exhibit 6.

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION AGREEMENT FOR PARTICIPATION IN THE PAY-AS-YOU-GO PROGRAM

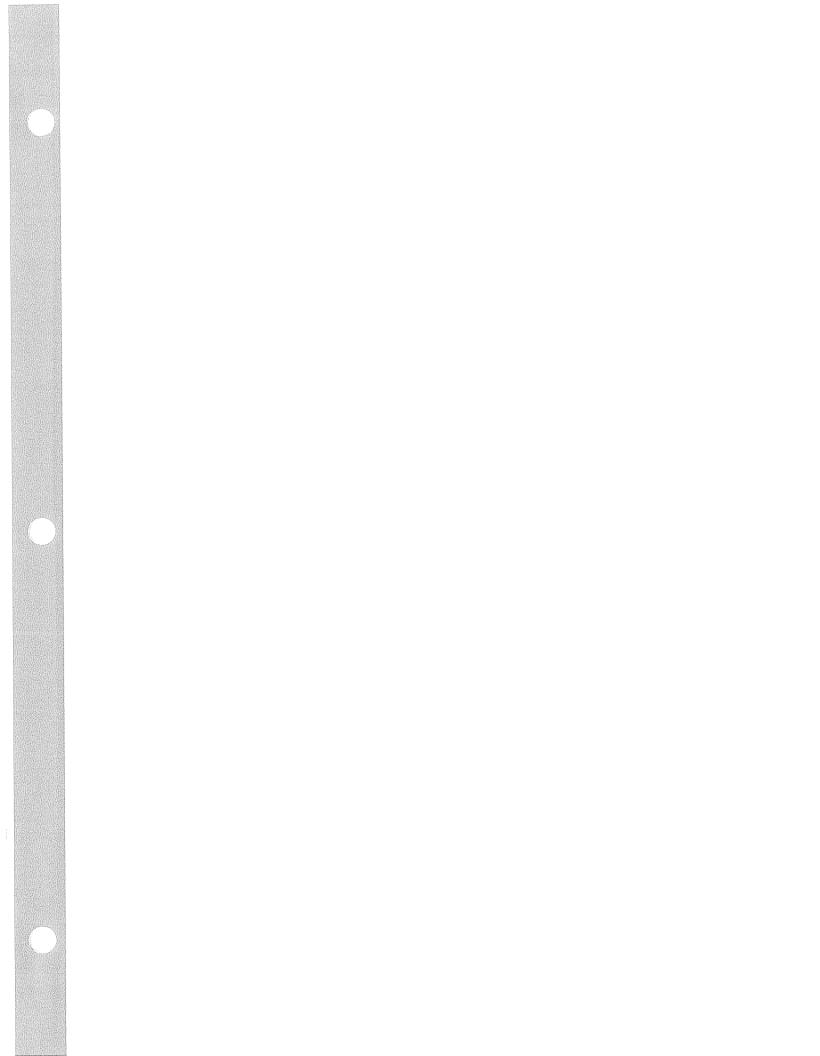
Member Name	Home Phone
Account No.	Cell Phone
Service Address	Cell Phone Carrier
E-mail	

The undersigned (hereinafter called the "member") hereby applies for participation in the voluntary Pay-As-You-Go Electric Service Program offered to members of Farmers Rural Electric Cooperative Corporation (hereinafter called the "Cooperative"), and agrees to the following terms and conditions:

- 1. The member shall purchase electric energy from the Cooperative in accordance with the present and any future rate schedule of the Cooperative on a Pay-As-You-Go basis for the above referenced account.
- 2. The member understands that the terms and conditions set forth in the member's Application for Membership continue to apply in addition to the terms and conditions of this Agreement for Pay-As-You-Go Electric Service, subject, however, to any changes set forth in this agreement.
- 3. The member shall pay any membership and fees as applicable by the Cooperative bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission as may be required for the member to participate in the Pay-As-You-Go Electric Service Program.
- 4. Any deposit on the above referenced account will be applied to the account before the account changes to Pay-As-You-Go. Any credit remaining on the account will be applied to the Pay-As-You-Go account. However, if 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). The deposit will only be refunded by applying it to the member's account(s) as described.
- 5. As a result of participation in the Pay-As-You-Go Program, the member will not be mailed a monthly paper bill for electric usage or other applicable fees or charges.
- 6. The member shall pay an additional daily program fee. This amount will be in addition to the charges included in the Cooperative's Residential rate schedule.
- 7. If a member changes any of the contact information (i.e. e-mail address, phone number, etc.) provided on this agreement, it is the responsibility of the member to notify the Cooperative of any such changes immediately. It is the member's responsibility to manage their own communication devices.
- 8. When the amount of funds remaining on a Pay-As-You-Go account reaches the established threshold of \$25.00, an automated message will be sent to the member rather than a traditional, written notice sent by U.S. Mail. Farmers will not be responsible for any failure of the member to receive the automated message for any reason(s).
- 9. The member shall be responsible for regularly monitoring the balance on the Pay-As-You-Go account and understands that the electric service will be subject to disconnection without any written notification from the Cooperative to the member once the balance of the account goes negative. If the member cannot ensure proper funding, Farmers RECC recommends the member not utilize the Pay-As-You-Go service.
- 10. Levelized budget billing, automatic payment draft and net metering are not eligible for Pay-As-You-Go.
- 11. Should the member have a payment returned for any reason, the returned payment will be charged to the Pay-As-You-Go account. The member's account shall also be charged a return payment fee in addition to the returned payment amount. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately.

- 12. If a Pay-As-You-Go account is disconnected due to lack of funds or any other reason, the Cooperative shall be held harmless for any damages due to loss of energy services. Likewise, if the account is disconnected and the member applied funds to the Pay-As-You-Go account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected and holds the Cooperative harmless from any damages arising from such a reconnection.
- 13. By signing this agreement, the member affirms there are no residents in the home currently that have medical conditions that will be impacted by loss of service. Should this status change, the member shall contact the Cooperative in writing, upon which the account will be removed from the Pay-As-You-Go program. It is the responsibility of the member to confirm the Cooperative is in receipt of the written request for removal from the program.
- 14. A Pay-As-You-Go account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperatures as the member is responsible for ensuring that the Pay-As-You-Go account is adequately funded. Pay-As-You-Go accounts shall not be eligible for payment arrangements with the Cooperative and energy assistance shall not be applied until received as payment on the member's Pay-As-You-Go account.
- 15. If a member on a Pay-As-You-Go account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member will be required to transfer to a post pay account.
- 16. The member authorizes the Cooperative to transfer the unpaid balance of \$______ from the member's post pay account to the Pay-As-You-Go account. The member also authorizes the kWh used since the last bill date until the meter is changed to Pay-As-You-Go meter be calculated and transferred to the Pay-As-You-Go account. The member further agrees that thirty percent (30%) of any payments made on this account in the future shall be applied to the balance until said balance is paid in full. Any fees/penalties (returned payment, meter tampering, etc.) shall be paid before any payments are applied to the member's Pay-As-You-Go account.
- 17. If a member wishes to disconnect service, the member shall be refunded any balance on the Pay-As-You-Go account. Any refund will be processed in the same manner as post pay account refunds
- 18. The member is required to confirm that he/she can receive electronic communications to be eligible for the Pay-As-You-Go program.
- 19. The Pay-As-You-Go agreement shall be in effect until the member desires to cancel. If discontinuing, the member will have to meet the requirements of a post-pay member for continued service.

Member Signature:	SSN:	Date:				
Member Signature:	SSN:	_ Date:				
CSR Signature:	Date:	_				
OFFICE USE ONLY						
SO Number	Date Installed					
Customer NO.	Initials					
Comments						



Refer to paragraph 21 of the Terms and Conditions section of the Application, Exhibit A. It states that "[t]he account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the prepay account is adequately funded."

Request 15.a. Explain whether there are any exceptions to this rule during periods of extreme temperature for customers such as the elderly or those who have dependent children. In clued in the explanation whether any attempt will be made to help the customer obtain aid in such a situation, or whether Farmers would discourage participation in such instances.

Response 15.a. As a general practice, Farmers has always considered weather extremes in its disconnection of delinquent accounts. The Cooperative is also very proactive in assisting members in obtaining aid and assistance where financial hardship exists. Members who would be on prepay would receive the same service from the Cooperative, however, those who have frequent hardships would be encouraged not to participant in this prepay program.

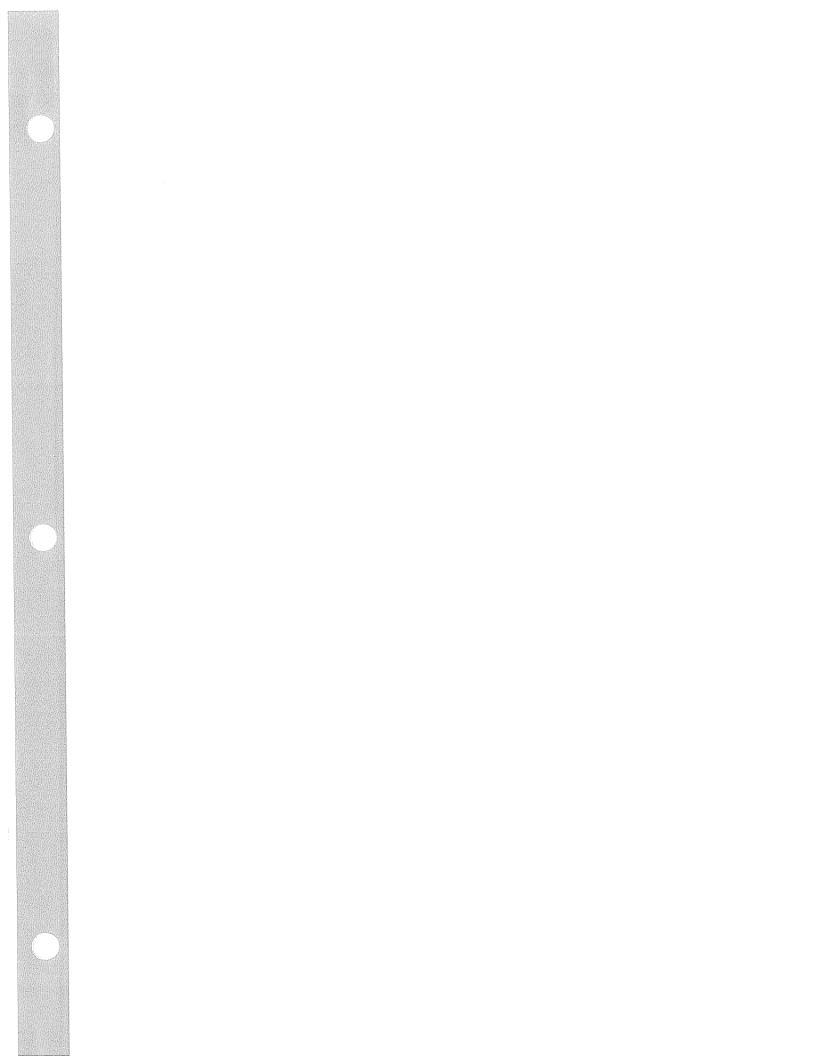
Request 15.b. Explain any differences between the criteria for disconnecting a prepay account and a post-pay account.

Response 15.b. Post-pay accounts receive a late payment/disconnect notice via regular mail. A prepay account would receive notices via text alerts and e-mails.

Prepay accounts would be subject to disconnection when the account balance goes negative. Post-pay accounts are subject to disconnection after the bill for service has been rendered and the appropriate delinquent notice has been sent and the account has remained unpaid past the disconnect date indicated on the delinquent notice.

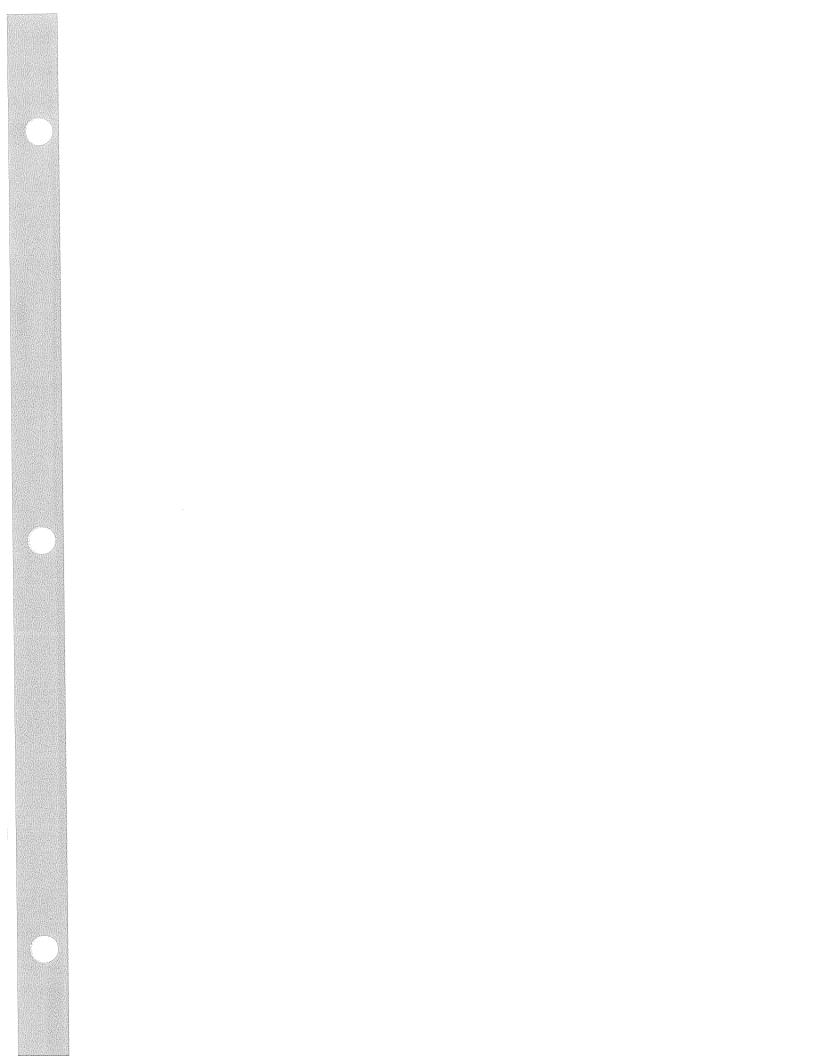
Request 15.c. Explain why Farmers has not reserved the right to temporarily suspend automatic disconnects during extreme weather conditions.

Response 15.c. Although not reflected in the tariff, Farmers already exercises prudent judgment as to when to suspend disconnects during extreme weather conditions. This same philosophy would apply for prepay customers.



Refer to paragraph 25 of the Terms and Conditions section of the Application, Exhibit A. Explain why the depreciated cost is not used, instead of replacement cost, for damaged equipment.

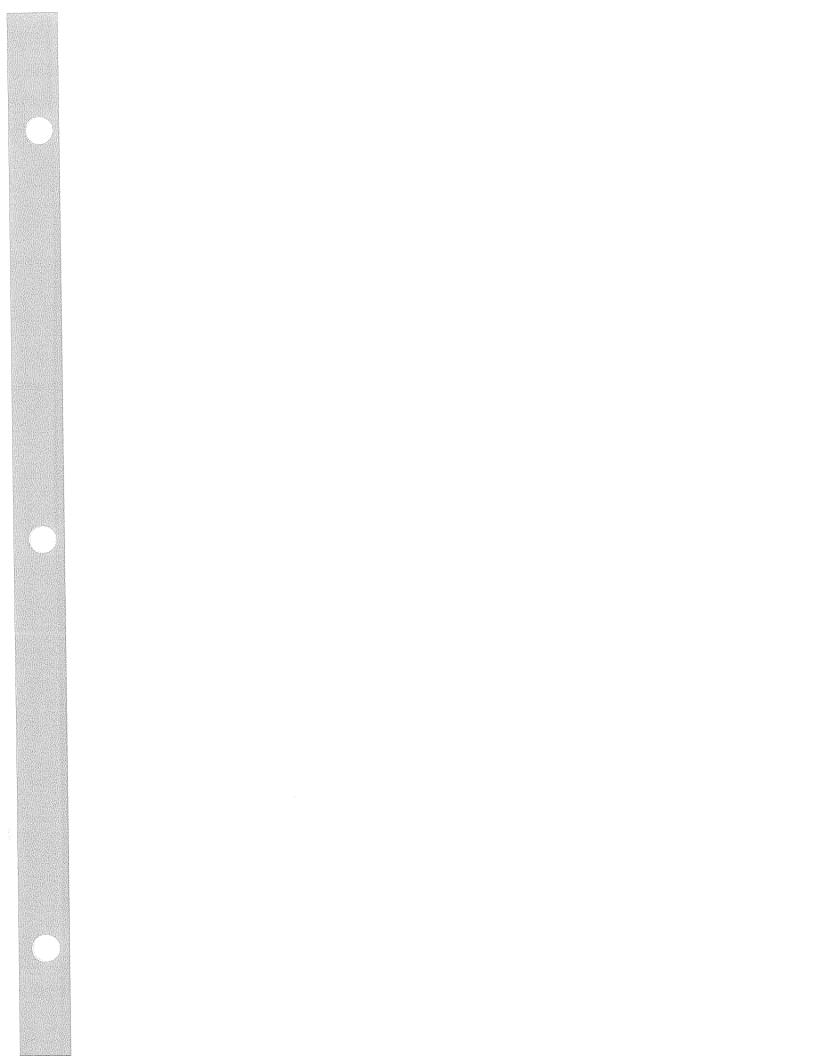
Response 16. Farmers is indifferent to using depreciated cost or replacement cost for damaged equipment. Farmers will follow which cost method preferred by the Commission.



Refer to paragraph 7 of the Application, Exhibit C. It states, "Studies have shown that the prepay program reduces energy consumption up to 12 percent." Provide copies of these studies.

Response 17. The studies referenced in Exhibit C are the same studies that were contained in the Application of Jackson Energy Cooperative in Case No. 2010-00210. Based on preliminary information from Jackson Energy Cooperative personnel, energy consumption reductions has superseded the 12 percent amount.

Witness: James R. Adkins



Refer to the Application, Exhibit D, page 2, Section C, Customer Charge Adder ("Adder").

Request 18.a. Provide a detailed breakdown of all costs, including the type of equipment and manufacturer, hardware and software, and operating and maintenance expenses, and administration and general expenses, included in the Incremental Costs associated with Prepay in section 1.

Response 18.a. Farmers RECC will utilize the Landis and Gyr Focus DGB1002G-0K37 cl200 with service disconnect meter at a cost of \$151.38 each.

Farmers' will be using the texting system that is made available to its members through Southeast Data Cooperative in its alerts and reminders software. We are estimating on average that there will be four text messages sent per month to each prepay customer at \$.10 a message.

There are not any other hardware, software, operating, maintenance, administration, and general expenses included in Exhibit D, Section C, Customer Charge Adder.

Request 18.b. Explain why Farmers did not use actual costs related to the proposed prepay program rather than the process it used to determine prepay program costs.

Response 18.b. The metering equipment and its peripheral elements vary from cooperative to cooperative dependent upon the vendors chosen to supply the equipment. Farmers approach was to look at the cost of the incremental investment and then determine a cost based on its general cost structure. It is Farmers intent to provide as low a fee has it could justify for this program.

<u>Request 18.c.</u> Explain why the depreciation rate used for the prepay metering equipment is the average depreciation rate for the distribution plant and not the estimated useful life of the prepay metering equipment.

Response 18.c. Farmers used an average depreciation because it developed an incremental cost that is based on the additional investment needed and used its general costs structure to determine the costs for this application and the resulting fee.

Request 18.d. Identify the type(s) of meters Farmers currently has in service and the depreciation rate(s) currently in effect.

Response 18.d. The current type is Itron Centron C1S AMI Meter. The depreciation rate is 3.34% annually.

Request 18.e. Explain whether there are any cost savings associated with the proposed prepay program. If so, how have they been reflected in the proposed cost?

Response 18.e. Cost savings are expected to exist in this program as well as revenue decreases but Farmers feel that it is premature to even estimate what they may be. Cost savings that are expected to exist will include decreases in bad debts and a decrease in the use of customer service representatives. Revenue decreases may result from a loss of rate fee revenue and revenue from physical connects and disconnects.

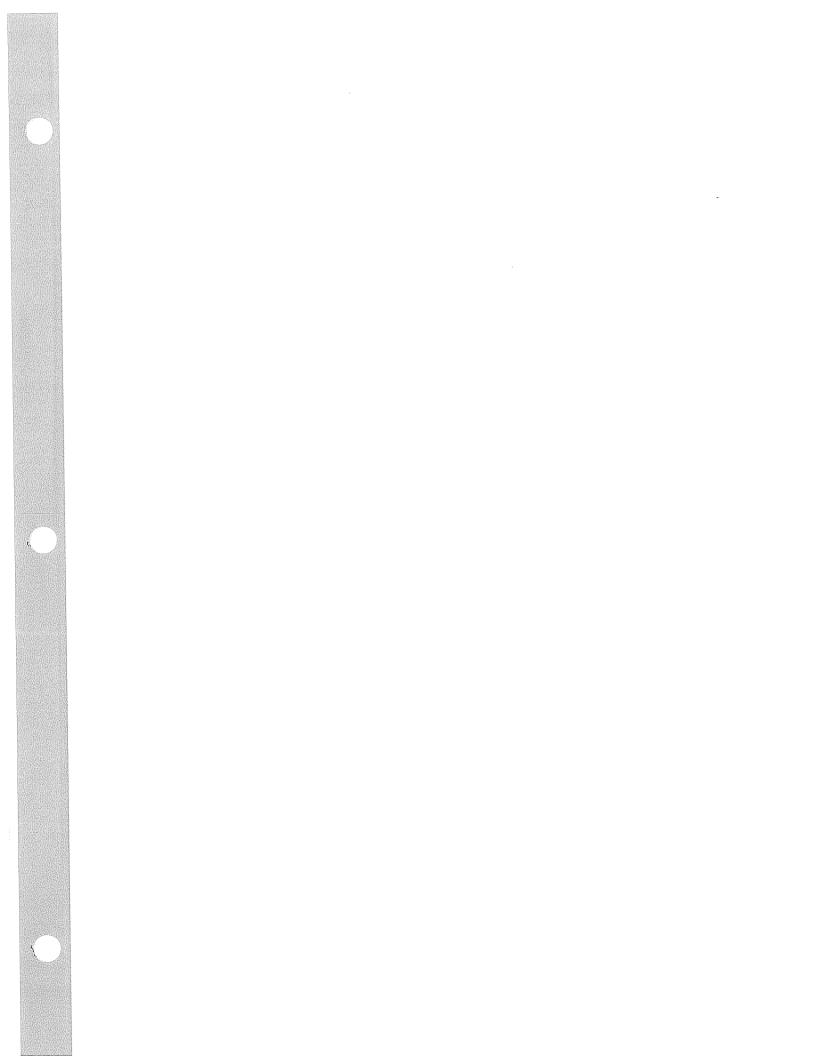
Request 18.f. Item 5 references "Plua." Is this a typographical error, and if so, should it be "Plus," or something else?

Response 18.f. The "Plua" is a typo and should read "Plus".

Reguest 18.g. Give details of how in Item 5 the communication fees were determined.

Response 18.g. The communication fee is based on the cost of messaging a customer by texting, email, etc. that other cooperatives have experienced. The four messages per month is an estimate of the number month based on the experience of other cooperatives.

Witness: James R. Adkins



Request 19.	Refer to the Application,	Exhibit D, page 2,	, Section C,	Customer	Charge
Adder					

<u>Request 19.a.</u> Explain why Farmers did not use actual costs related to the proposed prepay program rather than the process it used to determine prepay program costs.

Response 19.a. The metering equipment and its peripheral elements vary from cooperative to cooperative dependent upon the vendors chosen to supply the equipment. Farmers approach was to look at the cost of the incremental investment and then determine a cost based on its general cost structure. It is Farmers intent to provide as low a fee has it could justify for this program.

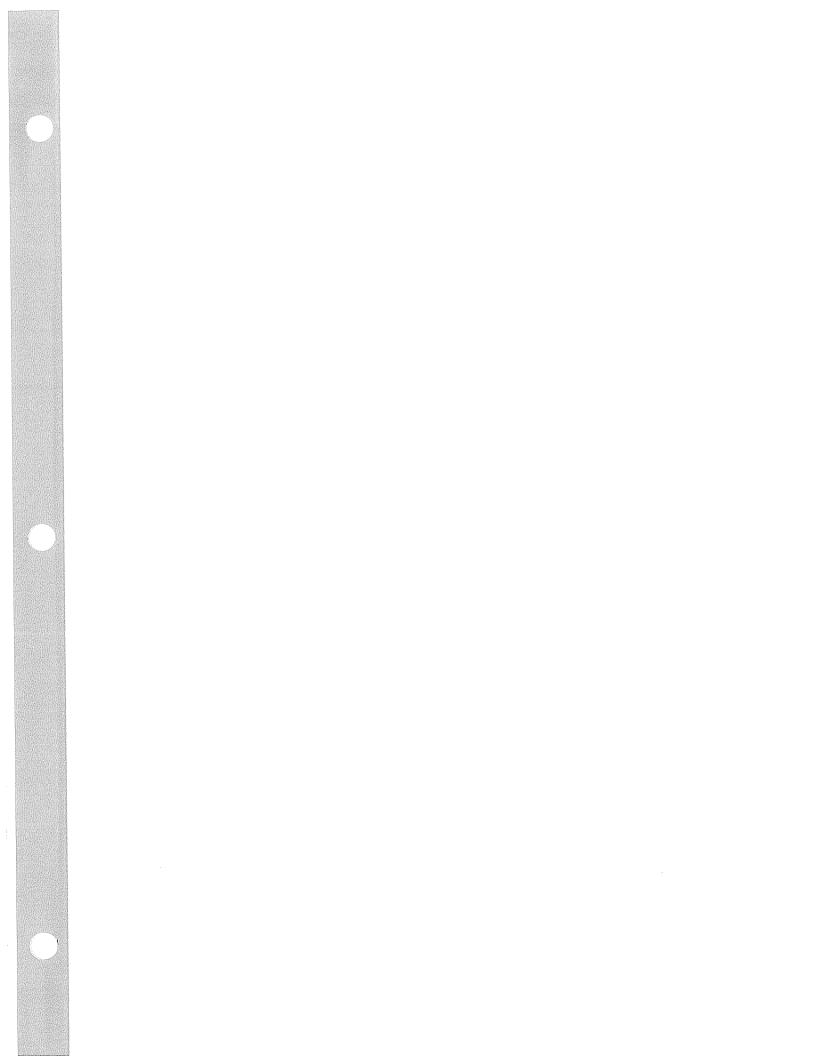
Request 19.b. Explain how Farmers' calculation of the Adder was determined in the Application.

Response 19.b. Farmers used an average cost calculations because it developed an incremental cost that is based on the additional investment needed and used its general costs structure to determine the costs for this application and the resulting fee.

Request 19.c. Explain how and why the calculation of Farmers' Adder differs from the calculation of the adder/customer charge for prepay customers for Jackson Energy Cooperative in Case No. 2010-00210 and Blue Grass Energy Cooperative Corporation in Case No. 2012-00260.

Response 19.c. Farmers approach to the development of a rate for the prepay program is based on the approach to make the fee as reasonable as possible. Farmers wishes to make this fee as reasonable as possible to make it potentially attractive to any member. Additionally, Farmers has determined its rate by the determination of its incremental costs per member for this program. Since it is an incremental cost per member, Farmers used its general cost structure to develop this rate.

Witness: James R. Adkins



<u>Request 20.</u> Explain whether Farmers will receive any grant money pertaining to the proposed prepay metering program, and if so, provide the amount to be received.

Response 20 No grant money will be received.