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DEC 28 2007

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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:	OEC 23 2007
THE APPLICATIONS OF BIG RIVERS ELECTRIC CORPORATION FOR:) PUBLIC SERVICE COMMISSION
(I) APPROVAL OF WHOLESALE TARIFF ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF TRANSACTIONS, (III) APPROVAL TO ISSUE EVIDENCES OF INDEBTEDNESS, AND))
(IV) APPROVAL OF AMENDMENTS TO CONTRACTS; AND)
E.ON U.S., LLC, WESTERN KENTUCKY ENERGY CORP. AND LG&E ENERGY MARKETING, INC. FOR APPROVAL OF TRANSACTIONS)))

EXHIBIT 22

Current Tariff

TRANSACTION RATES

BIG RIVERS ELECTRIC CORPORATION

<u>OF</u>

HENDERSON, KENTUCKY

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

ELECTRIC SERVICE

AT

BRECKINRIDGE, CALDWELL, CRITTENDEN, DAVIESS, GRAYSON, HANCOCK,
HARDIN, HENDERSON, HOPKINS, LYON, MCLEAN, MEADE, MUHLENBERG,
OHIO, UNION, MCCRACKEN, LIVINGSTON, BALLARD, CARLISLE, MARSHALL,
GRAVES AND WEBSTER COUNTIES

FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued August 12, 1998	Effective July 18, 1998
	By <u>Big Rivers Electric Corporation</u> (Name of Utility)
	Ву



PSo	C No. <u>23</u>
Original She	et No2
CancellingShee	et No

RULES AND REGULATIONS

Α.	SPECIAL	RULES -	ELECTRICAL	SERVICE

1.	Bill	ing I	Demano	d:

- a. For purposes of establishing billing demands, all delivery points shall be classified into one of three categories, as follows:
 - (1) Smelter Delivery Points (i.e., Southwire and Alcan)
 - (2) Large Industrial Customer Delivery Points (i.e., a single large industrial customer taking service from a dedicated delivery point as described in Section 7.a.).
 - (3) Rural Delivery Points (i.e. all delivery points not described in (1) or (2) of this paragraph 1.a.)

Unless specifically stated otherwise in a rate schedule to this tariff, Billing Demands shall be determined as follows:

- (1) Smelter Delivery Points -- As provided in the individual contracts with Southwire and Alcan, using where applicable the maximum integrated thirty-minute demand at each delivery point.
- (2) Large Industrial Customer Delivery Points -- The maximum integrated thirty-minute demand at each delivery point during each month, or the contract demand, whichever is greater.

	(3)	each distribution coor	s The monthly rural Billing Demand for perative shall be the maximum integrated lent demand of its rural delivery points.
Date of Issue	August 12	- 1998	Date Effective July 18, 1998
Issued By	Big Rive	ers Electric Corporation.	P.O. Box 24, Henderson, KY 42420
Issued By Authority	of PSC in C	Case No. 98-267, Order (dated July 14, 1998



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	RULES AND REGULATIONS
2.	Contract Demand:
	Upon mutual agreement with Member, a Contract Demand may be established for certain customers.
3.	Metering:
	The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.
4.	Electric Characteristics and Delivery Point(s):
	Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.
5.	Substations:
	The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.
	- August 12, 1998 Date Effective <u>July 18, 1998</u>
ssued By	Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267, Order dated July 14, 1998



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6. Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

7. Discount Adjustment:

At the discretion of the Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

8. <u>Meter Testing and Billing Adjustment:</u>

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The

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Date of Issue	August 12, 1998	Date Effective July 18, 1998
Issued By	Big Rivers Electric Corporation	, P.O. Box 24, Henderson, KY 42420
Issued By Authority	of PSC in Case No. 98-267, Order	dated July 14, 1998



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RULES AND REGULATIONS

readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefor.

9. Monitoring Uses:

Seller shall review members' usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, three of the member cooperatives have Scada systems which provide hourly printouts of usage and at times are used for comparison whenever there appears to be a metering deviation.

A meter test is performed whenever there appears to be a potential metering problem. Seller has in place a Billing Review Committee consisting of representatives from Energy Control, Engineering and Transmission, and Accounting. This committee reviews all special metering situations which affect demand and energy quantities applicable to the billing period. A written letter of explanation accompanies the bill explaining any adjustment or calculation that was made.

10. Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

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11. Power Factor:

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

12. Right of Access:

Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

13. Continuity of Service:

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

Date of Issue	August 12, 1998	- Date Effective July	<u>18, 1998</u>
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RULES AND REGULATIONS

14. Payment of Bills:

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

15. Transmission Emergency Control Program:

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers' system supervisor's SCADA system. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

(2) Localized Emergency:

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Date of Issue	August 29, 2002	Date Effective	October 1, 2002	
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If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of his SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt, to the extent practical, to sectionalize in such a way to minimize the curtailment or interruption of wholesale electric energy furnished to Big Rivers' member distribution cooperatives for retail electric service within those cooperatives' certified territory, except for interruptible service. Big Rivers' Transmission Department personnel, as well as the local member cooperative personnel, will be dispatched to carry out any required manual switching operations. The Transmission Department is notified of the faulted line sections and performs the required line repairs and releases the line to the system supervisor for reenergization.

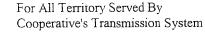
(3) Widespread Emergency:

When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".

Upon declaration of an extreme transmission emergency, the service restoration coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.

The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt, to the extent practical, to sectionalize in such a way to minimize the curtailment or interruption of wholesale electric

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energy furnished to Big Rivers' member distribution cooperatives for retail electric service within those cooperatives' certified territory, except for interruptible service.

The SRC establishes and maintains contact with the appropriate personnel from the affected member cooperative(s), appropriate Big Rivers' Transmission Department personnel, and the system supervisor. Restoration continues with the following steps:

- (a) The SRC coordinates the efforts of the Transmission Department and member cooperatives(s) to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.
- (b) If the system damages are so extensive that restoration with local or system labor only would result in prohibitively long outages, the SRC along with the Transmission Department and the Member Cooperative Coordinator(s), determines what additional equipment and labor is needed.
- (c) The SRC conveys to the western area Regional Work Plan coordinator the time, place and amount of needed equipment and labor. The coordinator arranges to meet these needs from neighboring utilities.
- (d) The SRC establishes a sequence of repair. This sequence is determined by working with the affected member cooperative coordinators who will have prioritized the restoration of their affected substations. The member cooperatives have chosen to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for

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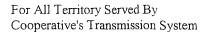
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various subs, time of day, personnel available, etc.). They maintain a list of critical consumers and this list helps determine the sequence of restoration.

- (e) The SRC monitors the progress of the restoration effort and conveys this information to the appropriate individuals for public dissemination.
- (f) Upon completion of restoration of service, the emergency is declared ended.
- (g) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

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16.	Purch	nase Powe	er Defic	ciency Emergency Control Program:
	a.	Purpose	<u>e:</u>	
		_	-	plan to recover from purchase power deficiencies from Marketing, Inc. ("LEM").
	(b)	Procedi	ures:	
		(1)	Aware	ness:
			to mee	the level of available purchase power becomes insufficient at the projected total system sales, the following steps will be ed in the sequence listed until the purchase power and load hal.
		(2)	Seque	ntial Steps of Action:
			(a)	Determine capacity shortage based on Purchase power limitations, pending weather forecast conditions and forecasted load requirements.
			(b)	Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
			(c)	Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
			(d)	Curtail off-system short-term capacity sales.
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Date of Issue		August 12,	1998	Date Effective July 18,1998
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- (e) Implement a request to other utilities for emergency power purchases to meet firm load requirements.(f) Issue public appeals to all member cooperative consumers
- to reduce power usage on a voluntary basis, including direct calls to large industrial consumers.
- (g) Initiate a voltage reduction action through Big Rivers' facilities as well as working with the member cooperative representatives to accomplish this action.
- (h) Implement curtailment of off-system firm power sales.
- (i) Implement curtailment of power to industrial consumers (on a rotating type basis as needed).
- (j) Request load curtailment of member cooperatives.

 Determine amounts of load reduction required of each cooperative and the anticipated length of curtailment. The member cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.

B. SPECIAL RULES - CABLE TELEVISION ATTACHMENT

1. <u>Establishing Pole Use:</u>

a. Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and

	\mathcal{E} , \mathcal{E}	ich attachments are proposed, the number and	
Date of Issue _	August 12, 1998	Date Effective July 18,1998	
Issued By	Big Rivers E	Electric Corporation, P.O. Box 24, Henderson, KY 42420	
Issued By Auth	ority of PSC in Case No. 98-26	7, Order dated July 14, 1998	



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character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

- b. Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.
- c. Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.
- d. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.
- e. All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.

Date of Issue	August 12, 1998	Date EffectiveJuly 18,1998
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f.	Any changes necessary for correction of a substandard installation made
	by the CATV operator, where notice of intent had not been given, shall be
	billed at an amount equal to twice the charges that would have been
	imposed if the attachment had been properly authorized.

2. <u>Easements and Rights-of-Way:</u>

Big Rivers does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and should the CATV operator at any time be prevented from placing or maintaining its attachments on Big Rivers' poles, no liability on account thereof shall attach to Big Rivers. Each party shall be responsible for obtaining its own easements and rights-of-way.

3. Maintenance of Poles. Attachments and Operation:

- a. Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.
- b. Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give forty-eight (48) hours' notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom.
- c. Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as

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Issued By Authority	of PSC in Ca	ase No. 98-267, Order	dated July 14, 1998	



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practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

d. Big Rivers reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. Big Rivers shall not be liable to the CATV operator for any interruption of service or for interference with the operation of its cables, wire and appliances when such conditions are caused by situations beyond Big Rivers' control.

4. <u>Inspections:</u>

- a. <u>Periodic Inspection:</u> Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.
- b. <u>Make-Ready Inspection:</u> Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.

5. Insurance or Bond:

a. The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of

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Date of Issue	August 12, 1998	Date Effective July 18,1998
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Issued By Authority	of PSC in Case No. 98-26	7, Order dated July 14, 1998



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governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

- b. The CATV operator will provide coverage as follows from a company authorized to do business in the commonwealth of Kentucky:
 - (1) Protection for its employees to the extent required by Workers' compensation Laws of Kentucky.
 - (2) Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
 - (3) Naming Big Rivers Electric Corporation as an additional insured.
- c. Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the

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insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause without thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.

6. <u>Change of Use Provision:</u>

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours' notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments.

7. Abandonment:

a. Should Big Rivers decide to abandon any pole which the CATV operator is utilizing, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Big Rivers has no attachments on such pole, but the CATV operator has not removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless Big Rivers from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and shall pay Big Rivers for such pole an amount equal to Big Rivers' depreciated cost thereof. Big Rivers shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale. Big Rivers reserves the right to abandon and salvage any power line free and clear of any obligations to the CATV operator and upon one year's notice to the CATV operator.

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b. The CATV operator may at any time abandon the use of any pole by giving due notice thereof in writing to Big Rivers and by removing therefrom any and all attachment it may have thereon. The CATV operator shall in such case pay Big Rivers the pro rata rental for said pole for the then current billing period.

8. Right of Others:

Upon notice from Big Rivers to the CATV operator that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and the CATV operator shall remove its facilities from the affected pole at once. No refund of any rental will be due on account of any removal under these circumstances.

9. Payment of Taxes:

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee or charge levied on Big Rivers' facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

10. Bond or Deposit for Performance:

The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes thereinafter specified in the amount of Five Thousand Dollars (\$5,000), evidence of which shall be presented to Big Rivers fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to three (3) months after receipt by Big Rivers of written notice of the desire of the bonding or insurance company to terminate such bond or insurance. Upon receipt of such notice, Big Rivers shall request the CATV operator to immediately remove its cables, wires and all other facilities from all poles of Big Rivers. If the CATV operator should

	Rivers shall request the CA	TV operator to immediately remove its cables, wires all poles of Big Rivers. If the CATV operator should
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fail to complete the removal of all its facilities from the poles of Big Rivers within thirty (30) days after receipt of such request from Big Rivers, then Big Rivers shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Big Rivers for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

11. Use of Anchors:

Big Rivers reserves the right to prohibit the use of any anchors by the CATV operator where conditions warrant such action.

12. Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 11.

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C. ELECTRIC SERVICE

1. <u>APPLICABLE</u>:

In all territory served by Cooperative's transmission system.

2. AVAILABILITY:

Available only for service to Big Rivers' member rural electric cooperatives subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky.

3. TERM:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers, LG&E Energy Corp. ("LEC") and its affiliates (the "Closing Date"). The existing wholesale power supply contracts, as amended, between Big Rivers Electric Corporation and each of its cooperative members shall remain in effect until January 1, 2023, and thereafter until terminated by either party giving to the other not less than six months' written notice of its intention to terminate.

4. RATES:

- a. For all Alcan smelter delivery points, a Monthly Delivery Point Rate for transmission and ancillary services supplied by Big Rivers to Henderson Union consisting of the Big Rivers Henderson Union Smelter Rate available to Alcan as described in Item (5) herein.
- b. For all Southwire smelter delivery points, a Monthly Delivery
 Point Rate for transmission and ancillary services supplied by Big
 Rivers to Green River consisting of the Big Rivers Green River

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	RULES AND REGULATIONS				
	Smelte herein.	r Rate available to Southwire as described in Item (6)			
C.	Deliver Custon	Large Industrial Customer delivery points, a Monthly ry Point Rate consisting of the Big Rivers Large Industrial ner Rate available to Large Industrial Customers as sed in Item (7) herein.			
d.	For all other delivery points, a Monthly Delivery Point Rate consisting of:				
	(1)	A Demand Charge of:			
	All kW of billing demand at \$7.37 per kilowatt.				
	Plus,				
	(2)	An Energy Charge of:			
		All kWh per month at \$0.02040 per kWh.			
	(3)	No separate transmission or ancillary services charges shall apply to these rates.			
	(4)	The Demand and Energy Charges under this tariff shall not be subject to automatic adjustment for increases or decreases in fuel costs through a fuel adjustment clause, whether under 807 KAR 5:056 or otherwise, or by any automatic adjustment for an environmental surcharge, whether under KRS 278.183 or otherwise.			

Date of Issue August 12, 1998 Date Effective July 18,1998

Issued By Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

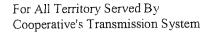
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RULES AND REGULATIONS

(5) Billing Form: INVOICE					
BIG RIVERS ELECTRIC CORP., P.O. BC	IX 24, HENDERSUN, KY 42420				
TO: RURAL DELIVERY POINTS A SERVICE FROM / / THRU / /	ACCOUNT COINCIDENTAL PEAK /				
COIN L.F. PREVIOUS F SUBSTATION KW KWH COIN. READING F TOTAL	PRESENT KW/KWH READING DIFF, MULT.				
DEMAND KW TIMES \$ EQUALS	\$				
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ENERGY KWH TIMES \$	EQUALS \$				
ADJUSTMENT KWH TIMES \$SUBTOTA	EQUALS \$				
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LOAD FACTOR POWER FACTOR AVAILABLE BASE AVERAGE BEFORE COIN. BILLED	MILLS PER KWH PEAK				
DUE IN IMMEDIATELY AVAILABLE BEFORE FUNDS ON O THE 24^{TH} OF THE MONTH					
Date of Issue June 21, 1999 Date					
Issued By Big Rivers Electric Cor	poration, P.O. Box 24, Henderson, KY 42420				
Issued By Authority of PSC in Case No. 98-428 Order dated May 24, 1999					





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RULES AND REGULATIONS

5. BIG RIVERS HENDERSON UNION SMELTER RATE

a. AVAILABILITY:

This tariff applies to Henderson Union Electric Cooperative Corp. ("HU") for purchases by HU of transmission and ancillary services for certain power as set forth in Section 5.c.(1) sold to Alcan Aluminum Corporation ("Alcan") for use at the Alcan primary aluminum smelter located in Sebree, Kentucky.

b. TERM OF THE RATE:

This tariff shall take effect at 12:01 a.m. on the day after the Closing Date of the transaction between Big Rivers and LG&E Energy Corp. ("LEC") and its affiliates and shall terminate at midnight on December 31, 2011. This tariff shall remain in effect during the entire term hereof, without modification.

c. RATES:

(1) Transmission Rates

For the period from the effective date of this tariff through December 31, 2011, to the extent HU requires transmission service to make sales of energy to Alcan (including all Tier 3 Energy taken after the effective date of this tariff and any Tier 1 Energy and Tier 2 Energy HU supplies from sources other than LG&E Energy Marketing Inc. ("LEM") as permitted by the HU/LEM Wholesale Agreement), Big Rivers shall assess unbundled charges for transmission for all energy purchased by HU from Third-Party Suppliers on behalf of Alcan. Big Rivers shall

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charge HU for such transmission services according to the rates filed in Big Rivers' Open Access Transmission Tariff ("OATT") filed at and accepted by the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission as a comparable transmission tariff, as they are then in effect, applied to each kW of transmission demand or network service reserved on Big Rivers' Open Access Same-time Information System ("OASIS") by HU for power resold to Alcan. Big Rivers shall offer short- and long-term firm point-to-point service, non-firm point-to-point service, and network integration service to HU for this service under the terms and conditions of Big Rivers' OATT, with the charge for transmission to be based on the type and amount of transmission service selected and reserved each month on the OASIS by HU. HU will in all cases be responsible for obtaining such service using Big Rivers' OASIS.

(2) Ancillary Services Rates:

During the period from the effective date of this tariff through December 31, 2011, to the extent generation-based ancillary services are not supplied by LEM in association with amounts purchased by HU from LEM, HU shall be required separately to purchase generation-based ancillary services necessary to transmit power on Big Rivers' transmission system to HU for power resold to Alcan. Required ancillary services include: Reactive Supply and Voltage Control from Generation Sources Service; Regulation and Frequency Response Service; Energy Imbalance Service; Operating Reserve - Spinning Reserve Service: and Operating Reserve - Supplemental Reserve Service. HU shall be entitled to purchase these

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generation-based ancillary services from any party capable of supplying them, including Big Rivers or LEM. Big Rivers' OATT contains rates for such services when supplied by Big Rivers to HU (with the exception of certain quantities of reactive power), and the rates used shall be the then-effective tariff rates for the individual ancillary services selected. Transmission-based ancillary service charges for Scheduling, System Control, and Dispatch Service shall be included as part of the transmission rate determined in accordance with Section 5.c.(1). In addition, there shall be no additional charge to HU for reactive power provided from the existing level of transmission capacitor banks on Big Rivers' transmission system or for the level of reactive power specified in Section 5.f.

d. CHARGES

Each calendar month from the effective date of this tariff through December 31, 2011, HU shall pay a Transmission Charge calculated in accordance with the transmission service reserved by HU on Big Rivers' transmission system as set forth in Section 5.c.(1) of this tariff, plus separate Ancillary Services Charges for any ancillary services purchased by HU from Big Rivers, calculated in accordance with the services purchased as set forth in Section 5.c.(2).

e. <u>TERMINATION OF TARIFF AND OBLIGATIONS TO</u> PURCHASE AND SELL:

As of the effective date of this tariff, Alcan shall have no further obligation to Big Rivers and there shall be no exit fee or stranded cost obligation owing from either Alcan or HU to Big Rivers or

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any other party relating to Big Rivers' supply of power and transmission to HU for power resold to Alcan prior to the effective date of this tariff. As of the effective date of this tariff, Big Rivers has no further obligation to provide electric power supply service to HU with respect to Alcan's load. This transmission and ancillary services tariff shall terminate as of December 31, 2011.

f. POWER FACTOR

For all power taken under this tariff on or before December 31, 2000 under Tier 1, Tier 2, and Tier 3, HU shall maintain and shall require Alcan to maintain a power factor at the point of delivery as nearly as practicable to unity and in no case shall the power factor be allowed to fall below 0.90 leading or lagging with respect to power delivered hereunder. For all power taken under this tariff after December 31, 2000 under Tier 1, Tier 2 and Tier 3, HU shall maintain and shall require Alcan to maintain its usage of reactive power at the point of delivery at a level such that the reactive power demand does not exceed the reactive power demand that would occur at a power factor of 0.90 lagging at the metered demand up to 233,000 kilowatts. In the event that Alcan's recorded reactive power demand exceeds the limitations set forth above, HU shall purchase sufficient reactive power from a thirdparty source or shall purchase such reactive power from Big Rivers to the extent available. The above described reactive power limits shall not be applicable to any reactive power consumed over new facilities (such as a 4th potline) installed after the effective date of this tariff by Alcan at the Sebree Smelter, the reactive power requirements of which will need to be separately evaluated and assessed by Big Rivers, HU and Alcan at such time as they are constructed.

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g. <u>BILLING</u>

Big Rivers shall bill HU on the first working day after the 13th of the month for the previous month's transmission and ancillary services taken hereunder. HU shall pay Big Rivers in immediately available funds on or before the first working day after the 24th of the month. If HU shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to LEM and HU of its intention to do so.

h. POWER SUPPLY OBLIGATIONS

Big Rivers shall have no power supply obligations under this tariff for Tier 1, Tier 2 or Tier 3 service or otherwise to HU for power to be resold to Alcan at any time after the effective date of this tariff. Any Tier 3 power supply agreements negotiated between Big Rivers and HU for power supply after December 31, 2000 shall be set forth separately.

i. TRANSMISSION OBLIGATIONS

(a) <u>Priority Reservation of Existing Transmission Capacity</u>

Through December 31, 2001, consistent with FERC Order No. 888, Big Rivers shall continue to have a transmission planning obligation with respect to the Alcan load served by HU, and HU will cause Big Rivers to hold in reserve at no additional cost existing transmission capacity in an amount needed for Alcan's reasonably forecasted load growth, provided such projections of forecasted load growth are made available to Big Rivers prior to the effective date of Big Rivers' OATT. Big Rivers will give

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Alcan and Henderson Union a written notice of filing and a copy of all filed materials at the time of any filing involving Big Rivers' OATT. The point-to-point transmission paths to be held in reserve for Alcan's reasonably forecasted load growth shall be those designated by HU to Big Rivers. Transmission capacity held in reserve for Alcan's reasonably forecasted load growth during this period shall be posted on Big Rivers' OASIS and made available to third-parties on a non-firm basis until such time as it is needed and contracted for at OATT rates by HU or HU's designated third-party supplier of power; provided, however, that if such transmission capacity held in reserve by Big Rivers for HU load growth attributable to Alcan is not contracted for by HU by December 31, 2001, Big Rivers shall thereafter be entitled to release such capacity held in reserve and post it for sale on a firm basis on its OASIS.

(b) Rates, Terms, and Conditions Not Unfavorable

For service to HU for power resold to Alcan, HU shall not be charged more than the lesser of (i) the amount that Big Rivers imputes to itself for its own off-system transactions, or (ii) the amount Big Rivers charges to any third-party after the effective date of this tariff for comparable transmission service and ancillary services. The terms and conditions of transmission service and ancillary services offered by Big Rivers to HU for power resold to Alcan shall not be (i) less favorable than those applied by Big Rivers to itself for its own off-system transactions under its OATT or (ii) less favorable than those applied by Big Rivers to any third-party taking service after the effective date of this tariff.

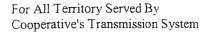
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j. <u>Billing</u>	Form:				
BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420					
TO HENDERSON-UNION	MONTH ENDING	ACCOUNT 82	HU		
SUBSTATION ALCAN SERVI	CE FROM	THROUGH			
TRANSMISSION DEMAND	KW TIMES \$	EQUALS	\$		
ADJUSTMENT	KW TIMES \$SUBTO		\$ \$		
ANCILLARY SERVICES			\$		
RESTITUTION ADJUSTMENT	TOTAL AMOUNT DUE		.h		
HISTORIC	KWH TIMES \$	EQUALS	\$		
DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24 TH DAY OF THE MONTH					
Date of Issue	 Date Eff				
Issued By Big			erson. KY 42420		
Issued By Authority of PSC in Case No					





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6. BIG RIVERS GREEN RIVER SMELTER RATE

a. AVAILABILITY:

This tariff applies to Green River Electric Corporation ("GREC") for purchases by GREC of transmission and ancillary services for certain power as set forth in Section 6.c.(1) sold to Southwire Company ("Southwire") for use at the Southwire primary aluminum smelter, including any fifth pot line if such pot line is constructed at the Southwire smelter, and further including the adjacent rod & cable mill, all located in Hancock County, Kentucky.

b. <u>TERM OF THE RATE</u>:

This tariff shall take effect at 12:01 a.m. on the day after the Closing Date of the transaction between Big Rivers and LG&E Energy Corp. ("LEC") and its affiliates and shall terminate at midnight on December 31, 2010. This tariff shall remain in effect during the entire term hereof, without modification.

c. RATES:

(1) Transmission Rates

For the period from the effective date of this tariff through December 31, 2010, to the extent GREC requires transmission service to make sales of energy to Southwire (including all Tier 3 Energy taken after the effective date of this tariff and any Tier 1 Energy and Tier 2 Energy GREC supplies from sources other than LG&E Energy Marketing Inc. ("LEM") as permitted by the GREC/LEM Wholesale Agreement), Big Rivers shall assess unbundled charges for

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transmission for all energy purchased by GREC from Third-Party Suppliers on behalf of Southwire. Big Rivers shall charge GREC for such transmission services according to the rates filed in Big Rivers' OATT filed at and accepted by the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission as a comparable transmission tariff, as they are then in effect, applied to each kW of transmission demand or network service reserved on Big Rivers' Open Access Same-time Information System ("OASIS") by GREC for power resold to Southwire. Big Rivers shall offer short- and long-term firm point-to-point service, nonfirm point-to-point service, and network integration service to GREC for this service under the terms and conditions of Big Rivers' OATT, with the charge for transmission to be based on the type and amount of transmission service selected and reserved each month on the OASIS by GREC. GREC will in all cases be responsible for obtaining such service using Big Rivers' OASIS.

(2) Ancillary Services Rates:

During the period from the effective date of this tariff through December 31, 2010, to the extent generation-based ancillary services are not supplied by LEM in association with amounts purchased by GREC from LEM, GREC shall be required separately to purchase generation-based ancillary services necessary to transmit power on Big Rivers' transmission system to GREC for power resold to Southwire. Required ancillary services include: Reactive Supply and Voltage Control from Generation Sources Service; Regulation and Frequency Response Service;

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Energy Imbalance Service: Operating Reserve - Spinning Reserve Service; and Operating Reserve - Supplemental Reserve Service. GREC shall be entitled to purchase these generation-based ancillary services from any party capable of supplying them, including Big Rivers or LEM. Big Rivers' OATT contains rates for such services when supplied by Big Rivers to GREC (with the exception of certain quantities of reactive power), and the rates used shall be the then-effective tariff rates for the individual ancillary services selected. Transmission-based ancillary service charges for Scheduling, System Control, and Dispatch Service shall be included as part of the transmission rate determined in accordance with Section 6.c.(1). In addition, there shall be no additional charge to GREC for reactive power provided from the existing level of transmission capacitor banks on Big Rivers' transmission system or for the level of reactive power specified in Section 6.f.

d. CHARGES

Each calendar month from the effective date of this tariff through December 31, 2010, GREC shall pay a Transmission Charge calculated in accordance with the transmission service reserved by GREC on Big Rivers' transmission system as set forth in Section 6.c.(1) of this tariff, plus separate Ancillary Services Charges for any ancillary services purchased by GREC from Big Rivers, calculated in accordance with the services purchased as set forth in Section 6.c.(2).

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e. <u>TERMINATION OF TARIFF AND OBLIGATIONS TO</u> PURCHASE AND SELL:

As of the effective date of this tariff, Southwire shall have no further obligation to Big Rivers and there shall be no exit fee or stranded cost obligation owing from either Southwire or GREC to Big Rivers or any other party relating to Big Rivers' supply of power and transmission to GREC for power resold to Southwire prior to the effective date of this tariff. As of the effective date of this tariff, Big Rivers has no further obligation to provide electric power supply service to GREC with respect to Southwire's load. This transmission and ancillary services tariff shall terminate as of December 31, 2010.

f. POWER FACTOR

For all power taken under this tariff on or before December 31, 2000 under Tier 1, Tier 2, and Tier 3, GREC shall maintain and shall require Southwire to maintain a power factor at the point of delivery as nearly as practicable to unity and in no case shall the power factor be allowed to fall below 0.90 leading or lagging with respect to power delivered hereunder. For all power taken under this tariff after December 31, 2000 under Tier 1, Tier 2 and Tier 3, GREC shall maintain and shall require Southwire to maintain its usage of reactive power at the point of delivery at a level such that the reactive power demand does not exceed the reactive power demand that would occur at a power factor of 0.90 lagging at the metered demand up to 339,000 kilowatts. In the event that Southwire's recorded reactive power demand exceeds the limitations set forth above, GREC shall purchase sufficient reactive power from a third-party source or shall purchase such reactive power from Big Rivers, to the extent available. The above described reactive power limits shall not be applicable to any reactive power consumed on the proposed fifth pot line.

Date of Issue	August 12, 1998	Date Effective _	July 18,1998
Issued By	Big Rivers I	Electric Corporation, P.O	. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267 Order dated July 14, 1998



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Ori	ginal Sheet No	<u>33</u>
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RULES AND REGULATIONS

Specifically, for all Energy that Southwire purchases and receives from GREC with respect to any fifth pot line that may be constructed at the Southwire smelter, GREC shall require Southwire to maintain a power factor at the point of delivery that shall be at unity or leading, but in no event shall be lagging. At its sole expense, Southwire shall install the necessary equipment, or request GREC to acquire the necessary reactive power from third-party suppliers of generation-based ancillary services, to satisfy the limitation set forth in this paragraph.

g. <u>BILLING</u>

Big Rivers shall bill GREC on the first working day after the 13th of the month for the previous month's transmission and ancillary services taken hereunder. GREC shall pay Big Rivers in immediately available funds on or before the first working day after the 24th of the month. If GREC shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to GREC and LEM of its intention to do so.

h. POWER SUPPLY OBLIGATIONS

Big Rivers shall have no power supply obligations under this tariff for Tier 1, Tier 2 or Tier 3 service or otherwise to GREC for power to be resold to Southwire at any time after the effective date of this tariff. Any Tier 3 power supply agreements negotiated between Big Rivers and GREC for wholesale power supply after December 31, 2000 shall be set forth separately.

i. TRANSMISSION OBLIGATIONS

Date of Issue	August 12, 1998	Date Effective July 18,1998
Issued By	Big Rivers E	lectric Corporation, P.O. Box 24, Henderson, KY 42420
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RULES AND REGULATIONS

(a) Priority Reservation of Existing Transmission Capacity

Through December 31, 2001, consistent with FERC Order No. 888, Big Rivers shall continue to have a transmission planning obligation with respect to the Southwire load served by GREC, and GREC will cause Big Rivers to hold in reserve at no additional cost existing transmission capacity in an amount needed for Southwire's reasonably forecasted load growth, provided such projections of forecasted load growth are made available to Big Rivers prior to the effective date of Big Rivers' OATT. Big Rivers will give Southwire and GREC a written notice of filing and a copy of all filed materials at the time of any filing involving Big Rivers' OATT. The point-to-point transmission paths to be held in reserve for Southwire's reasonably forecasted load growth shall be those designated by GREC to Big Rivers. Transmission capacity held in reserve for Southwire's reasonably forecasted load growth during this period shall be posted on Big Rivers' OASIS and made available to third-parties on a non-firm basis until such time as it is needed and contracted for at OATT rates by GREC or GREC's designated third-party supplier of power; provided, however, that if such transmission capacity held in reserve by Big Rivers for GREC load growth attributable to Southwire is not contracted for by GREC by December 31, 2001, Big Rivers shall thereafter be entitled to release such capacity held in reserve and post it for sale on a firm basis on its OASIS.

(b) Rates, Terms, and Conditions Not Unfavorable

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ssued By	Big Rivers E	lectric Corporation, P.O. Box 24, Henderson, KY 42420
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RULES AND REGULATIONS

For service to GREC for power resold to Southwire, GREC shall not be charged by Big Rivers more than the lesser of (i) the amount that Big Rivers imputes to itself for its own off-system transactions, or (ii) the amount Big Rivers charges to any third-party after the effective date of this tariff for comparable transmission service and ancillary services. The terms and conditions of transmission service and ancillary services offered by Big River to GREC for power resold to Southwire shall not be (i) less favorable than those applied by Big Rivers to itself for its own offsystem transactions under its OATT or (ii) less favorable than those applied by Big Rivers to any third-party taking service after the effective date of this tariff.

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Cancelling <u>22</u> Sheet No. <u>40</u>

RULES AND REGULATIONS

	j. <u>BILLING FO</u>	RM		
BIG RIVERS ELECTRIC	C CORP., P.O. BOX 24	, HENDERSON, KY	42420	
	MC	NTH ENDING		
TO GREEN RIVER		AC	CCOUNT 82	GR
SUBSTATION NSA	SERVICE FROM	THROUGH		
TRANSMISSION DEMAND	KW TIMES \$	E(QUALS \$	
ADJUSTMENT	KW TIMES \$	E(QUALS \$	
		SUBTOTAL	\$	
ANCILLARY SERVICES			\$	
	TOTAL	AMOUNT DUE	\$	
RESTITUTION ADJUSTS HISTORIC	MENT KWH TIMES \$	EQUALS \$_		
DUE IN IMMEDIATELY OF THE MONTH	AVAILABLE FUNDS ON	OR BEFORE THE FI	RST WORKING DAY A	AFTER THE 24 TH
				~~~~~
Date of IssueJ	lune 21, 1999	- Date Effectiv	re <u>May 24, 1999</u>	
Issued By	Big Rivers E	lectric Corporation,	P.O. Box 24, Hende	rson, KY 42420
Issued By Authority of	PSC in Case No. 98-427	7 Order dated May	24, 1999	



PSC No. 22

Second Revised Sheet No. 37

Cancelling First Revised Sheet No. 37

#### **RULES AND REGULATIONS**

## 7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE

### a. Availability:

This schedule is available to any of Big Rivers' then existing rural electric distribution cooperatives for service to Large Industrial Customers served using dedicated delivery points for such portions of their loads not treated as either Expansion Demand or Expansion Energy where applicable as provided by and in accordance with the provisions and definitions of the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10). For purposes of clarification, this rate schedule shall be closed hereafter and Rate Schedule 10 shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule 10 where such New Customer has either initially contracted for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule 10 as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule 10 e.(2).

# b. Term of the Rate Schedule:

This rate schedule shall take effect at 12:01 a.m. on the later to occur of September 1, 1999, or the date upon which the Kentucky Public Service Commission approves this rate schedule.

	schedule.		
	c. <u>Rates</u>		
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Date of Issue	October 18, 2002	Date Effective February 25, 2000	
Issued By	Big Rivers Electric C	orporation, P.O. Box 24, Henderson, KY 42420	
Issued By Author	rity of PSC in Case No. 2002-0027	2, Order dated October 1, 2002	
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#### **RULES AND REGULATIONS**

(1)	Rates Separate for Each Large Industrial Customer

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer's contract demand (if any) or metered demand, as applicable.

- (2) For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:
  - (a) A Demand Charge of:

All kW of billing demand at \$10.15 per kilowatt.

Plus,

(b) An Energy Charge of:

All kWh per month at \$0.013715 per kWh.

- (c) No separate transmission or ancillary services charges shall apply to these rates.
- (3) The Demand and Energy Charges under this tariff shall not be subject to automatic adjustment for increases or decreases in fuel costs through a fuel adjustment clause, whether under 807 KAR 5:056 or otherwise, or by any automatic adjustment for an environmental surcharge, whether under KRS 278.183 or otherwise.

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Date of Issue	October 18, 2002	- Date Effective	February 25, 2000
Issued By	Big Rivers Electri	ic Corporation, P.O. Box 24,	Henderson, KY 42420
Issued By Authori	ity of PSC in Case No. 2002-0	00272 Order dated October 1	2002



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Cancelling First Revised Sheet No. 39

#### **RULES AND REGULATIONS**

# d. CHARGES

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge rate contained in Section 7.c.2(a) by the higher of the maximum integrated metered thirty-minute coincident peak demand or the established contract demand, if any, plus an energy charge calculated by multiplying the energy charge contained in Section 7.c.2(b) by the metered consumption of kWh in that month.

### e. BILLING

Big Rivers shall bill Member on the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

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Date of Issue	October 18, 2002	Date Effective	February 25, 2000	
Issued By	Big Rivers Electric	Corporation, P.O. Box 24,	Henderson, KY 42420	
Issued By Author	rity of PSC in Case No. 2002-00	272, Order dated October 1	, 2002	



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Original Sheet No . <u>40</u>
Cancelling <u>22</u> Sheet No. <u>40</u>

# **RULES AND REGULATIONS**

f.	BILLING FORM	<u>M</u> :	
BIG RIVERS E		INVOICE P.O. BOX 24, HENDE	RSON, KY 42420
TO: LARGE INDUSTRIAL CUST DELIVERY POINTS USAGE			/ THRU / /
DEMAND / TIME	/ DAY	METER MULT.	KW DEMAND
POWER FACTOR BASE	PEAK	AVERAGE	BILLED
ENERGY PREVIOUS	PRESENT	DIFFERENCE MULT.	KWH USED
DEMAND	KW TIMES \$	_ EQUALS	\$
P/F PENALTY	KW TIMES \$	_ EQUALS	\$
ADJUSTMENT		_ EQUALS SUBTOTAL	\$ \$
ENERGY	KWH TIMES \$ _	EQUALS	\$
ADJUSTMENT	KWH TIMES \$	EQUALS	\$
RESTITUTION ADJUSTMENT HISTORIC	KWH TIMES \$ TOTAL 7	EQUALS AMOUNT DUE	\$ \$
LOAD FACTOR ACTUAL MILLS	PER KWH		
DUE IN IMMEDIATELY AVAILA OF THE MONTH	ABLE FUNDS ON O	OR BEFORE THE FIRST	WORKING DAY AFTER THE 24 TH
Date of IssueJune 21,	1999	- Date Effective	May 24, 2999
Issued By	Big Rivers Ele	ctric Corporation, P.O.	. Box 24, Henderson, KY 42420
Issued By Authority of PSC in	PSC Case No. 98	-4274, Order dated Ma	ay 24, 1999



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#### **RULES AND REGULATIONS**

# B. CABLE TELEVISION ATTACHMENT

# 1. Applicability:

In all territory served by Big Rivers on poles owned and used by Big Rivers for its electric plant.

# 2. Availability:

To all qualified CATV operators having the right to receive service.

# 3. Rental Charge:

The yearly rental charges shall be as follows:

Two-party pole attachment without ground Three-party pole attachment without ground	\$3.14 \$2.23
Two-party pole attachment with ground Three-party pole attachment with ground	\$3.37 \$2.37
Two-party anchor attachment Three-party anchor attachment	\$5.56 \$3.71

# 4. Billing:

Rental charges shall be billed yearly based on the number of attachments in place as of the end of the preceding calendar year. Payment is due within fifteen (15) days after the bill is mailed. If the CATV operator shall fail to pay any such bill within such fifteen (15) day period, Big Rivers may discontinue service hereunder upon fifteen days' written notice to the CATV operator of its intention to do so.

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# **RULES AND REGULATIONS**

# 5. Specifications:

- a. The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- b. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

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# **RULES AND REGULATIONS**

		ND REGOLATIONS	
	6. <u>Billing Form:</u>	INVOICE	
	Cable Television	Γ	NVOICE NO DATE
	<u>DESCRIPTION</u>		<u>AMOUNT</u>
	Re: Cable Television Attach	ment Agreement	
	Yearly rental charge as set for Service Commission. Licent Applicable Tariff	se granted September 6,	as filed and approved with the Publ 1984, Permit No. 001. Qty <u>Rate</u>
	Two-party pole attachment v Three-party pole attachment	vithout ground	\$3.14 \$2.23
	Two-party pole attachment v Three-party pole attachment		\$3.37 \$2.37
	Two-party anchor attachment Three-party anchor attachment		\$5.56 \$3.71
	Terms: Net Fifteen (15) Day	rs	
	Direct any inquiry to Vice P Phone: (502) 827-2561	resident of Finance & Ad	dministrative Services
		Total A	mount Due:
Date of Issue	August 12, 1998	Date Effective	July 18, 1998
Issued By	Big Rive	rs Electric Corporation, P.0	D. Box 24, Henderson, KY 42420



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### **RULES AND REGULATIONS**

8.	<b>BIG RIVERS COGENERATION AND SMALL POWER</b>
	PRODUCTION PURCHASE TARIFF – OVER 100 KW

a. Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to Regulation 807 KAR 5:054 of the Kentucky Public Service Commission.

- b. Terms and Conditions:
  - (1) The cogeneration or small power production facility must have a total design capacity over 100 KW.
  - (2) All power from a QF purchased under this tariff will be sold to Big Rivers.
  - (3) The QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
  - (4) QF shall provide reasonable protection for Big Rivers and the Member Cooperative's system.
  - (5) QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
  - (6) QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

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**RULES AND REGULATIONS** 

(7) QF shall enter into a written contract with Big Rivers.
Such contract shall set forth any specific arrangements between the parties based on the individual circumstances so involved.

# c. Definitions:

- (1) Big Rivers "Big Rivers" shall mean Big Rivers Electric Corporation.
- (2) LEM "LEM" means LG&E Energy Marketing, Inc.
- (3) Member Cooperatives As of the effective date of this tariff, "Member Cooperatives" means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
- (4) Power Purchase Agreement "Power Purchase Agreement" means the Power Purchase Agreement between Big Rivers and LEM dated July 1998.
- (5) QF "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.
- (6) Third Party Supplier "Third Party Supplier" means any supplier of wholesale electric service to Big Rivers other than SEPA or LEM pursuant to the Power Purchase Agreement.
- d. Rates for Purchases from QFs:

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ssued By Authority of PSC in PSC Case No. 99-354, Order dated July 20, 2000				



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#### **RULES AND REGULATIONS**

# (1) <u>Capacity Purchase Rates</u>:

Big Rivers presently has no avoided capacity costs and the Capacity Purchase Rate is, therefore, zero. At such time when it becomes necessary for Big Rivers to procure additional system capacity or energy beyond that available under the Power Purchase Agreement and from SEPA, then Big Rivers will determine its avoided costs for capacity, energy, or both for power requirements in excess of those amounts available under the Power Purchase Agreement and from SEPA.

# (2) Firm Energy Purchase Rates:

The Energy Purchase Rates in each month shall be based upon Big Rivers' actual avoided cost for energy in each hour of the month, plus applicable losses, and shall be the lesser of:

- (i) The applicable Base Power rate as specified in Section 6.3(a) of the Power Purchase Agreement; plus Base Power Rate Adjustment, if any, as specified in Section 6.3(b) of the Power Purchase Agreement; minus, applicable penalty to the Base Power rate in any hour in which an Hourly Deficit occurs pursuant to Section 6.4(b) of the Power Purchase Agreement; or,
- (ii) The actual price in \$ per MWh paid by Big Rivers for energy purchased from a Third Party Supplier in each hour of the month.

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### **RULES AND REGULATIONS**

#### e. Failure to Generate:

The QF shall indemnify Big Rivers for any and all additional costs incurred as a result of the QF's failure to generate, including without limitation, costs of ancillary services necessary to maintain reliability on the Big Rivers' system.

# f. System Emergencies:

During system emergencies, Big Rivers may discontinue purchases or the QF may be required to provide energy or capacity in accordance with 807 KAR 5:054 – Section 6.

# g. Interconnections:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.

# h. <u>Loss Compensation</u>:

Power and energy purchased by Big Rivers pursuant to this rate schedule which must be transmitted to Big Rivers' transmission system across or through utilities owned by a Member Cooperative shall be subject to an adjustment to reflect losses between the QF and the point of delivery to the Big Rivers transmission system.

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#### **RULES AND REGULATIONS**

# 9. <u>BIG RIVERS COGENERATOR AND SMALL POWER PRODUCER</u> SALES TARIFF – OVER 100 KW

## a. <u>Availability</u>:

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii) which meets the criteria for Qualifying Facility of 807 KAR 5:054 – Section 4 and are certified or self-certified pursuant to FERC regulations. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility which equals or exceeds 5,000 kW in net output shall be established by special contract. Big Rivers encourages, as an alternative to this tariff and the charges provided herein, that a Member Cooperative negotiate a special contract with Big Rivers to meet the requirements of any retail member for the services provided for in this tariff.

# b. Applicability:

Applicable to purchases made by a Member Cooperative for service to any QF Member of a Member Cooperative with a total capacity requirement of 100 kW or more with on-site generation of 100 kW or more operating in excess of 200 hours per year, electrically engineered so that it can meet part or all of its load with its own generation, for service not covered by one of Big Rivers' other rates. The QF Member shall have the option to provide all or part of its load with its own generation in which case that portion of the QF Member's load requirements not met by the QF, shall be provided to the Member Cooperative under

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#### **RULES AND REGULATIONS**

this tariff and all requirements for back-up or maintenance service for the QF Member shall be provided under this tariff. Otherwise, the QF Member may sell all of the output of its QF in which case the QF Member's load requirements shall be provided to the Member Cooperative under the terms and conditions of one or more of Big Rivers' standard rates applicable to the load requirements and type of service of the QF Member.

c. Definitions:

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#### **RULES AND REGULATIONS**

(1)	Big Rivers -	"Big River	s" shall	mean	Big	Rivers	Electric
	Corporation.						

- (2) LEM "LEM" means LG&E Energy Marketing, Inc.
- (3) Member Cooperative As of the effective date of this tariff, "Member Cooperatives" means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
- (4) Off-System Sales Transaction "Off-System Transaction" means sales of electric energy by Big Rivers other than to the Member Cooperatives, Oglethorpe Power, HMP&L, and Hoosier Energy pursuant to the Power Purchase Agreement.
- (5) Power Purchase Agreement "Power Purchase Agreement" means the Power Purchase Agreement between Big Rivers and LEM dated July 1998.
- (6) QF "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054 and are certified or self-certified pursuant to FERC regulations.
- (7) QF Member "QF Member" means a member of a Member Cooperative with a QF.
- (8) Third Party Supplier "Third Party Supplier" means any supplier of wholesale electric service to Big Rivers other than SEPA or LEM pursuant to the Power Purchase Agreement.

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#### RULES AND REGULATIONS

d.	Conditions	of	Servi	ice:

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:
  - (i) Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and
  - (ii) If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and
  - (iii) If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and
  - (iv) Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used,

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### **RULES AND REGULATIONS**

and any other reasonable consideration, and

- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.
- e. <u>For each QF Member, the Member Cooperative will be billed</u> monthly for:
  - (1) Supplementary Service (capacity and energy).
  - (2) Unscheduled Back-up Service, if any (capacity charge only).
  - (3) Maintenance Service (capacity and energy), if any.
  - (4) Excess Demand, if any.
  - (5) Additional charges, if any.
- f. Monthly Charges for Sales to a Member Cooperative for Service to a QF Member:
  - (1) Supplementary Service:

Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary

		during a Maintenance Sch	edule, and supplementary
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#### **RULES AND REGULATIONS**

energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be:

\$7.37 per kW of Supplementary Demand

\$0.0204 per kWh of Supplementary Energy

(2) Unscheduled Back-up Service:

Unscheduled Back-up Demand is the QF Member's Maximum Unscheduled Capacity minus the Supplementary Billing Demand for the month. In months in which Maintenance Service has been Scheduled, appropriate credit for Scheduled Maintenance Demand shall be applied to the Unscheduled Back-up Demand such that the Member Cooperative will not be charged for Unscheduled Back-up Demand in addition to Scheduled Maintenance Demand when Scheduled Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:

\$7.37 per kW of Unscheduled Back-up Demand

Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance

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notice from the Member Cooperative. Said notice must specify the reduction in kWs and the basis for the lower requirement. All energy shall be billed as either supplementary energy or maintenance energy.

(3) Maintenance Service:

Maintenance Service shall be available to a Member Cooperative to back-up a QF Member's QF only if the Member Cooperative has scheduled delivery of the maintenance services in advance with Big Rivers. The Member Cooperative may schedule up to four weeks of seven consecutive days each per year of such service for a QF Member, subject to scheduling of such usage by Big Rivers. The Member Cooperative may reschedule at anytime by giving forty-eight (48) hours notice to Big Rivers. Scheduled Maintenance Demand may not exceed the design capacity of the QF Member's QF. Maintenance Service will be available on an on-peak or off-peak basis. The selection of on-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member at any time. The selection of off-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member only during those hours not designated as on-peak. The designated on-peak hours are as follows:

(i) Summer on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from May 1 through September 30.

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- (ii) Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.
- (iii) Off-peak usage is defined as all power requirements not included in paragraph (i) or (ii).

The charges for On-peak Maintenance Service shall be the greater of:

- (1) \$1.835 per kW of Scheduled Maintenance Demand per week, plus
  - \$0.0204 per kWh of Maintenance Energy; or
- (2) 110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.

The charges for Off-peak Maintenance Service shall be:

\$1.835 per kW of Scheduled Maintenance Demand per week, plus

\$0.0204 per kWh of Maintenance Energy.

Maintenance Energy shall be the amount of energy purchased by the Member Cooperative for the QF Member

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in each hour during Scheduled Maintenance Service up to but not exceeding the Scheduled Maintenance Demand in each hour.

(4) Excess Demand:

Excess Demand is the amount in any hour by which the actual demand, less any Maintenance Demand, exceeds the previously established Maximum Unscheduled Capacity. Charges for Excess Demand shall be in addition to the charges for Supplementary Service and shall be either:

- (i) One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or
- (ii) If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) \$7.37 per kW times the highest Excess Demand recorded during the month: or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transactions during the month times the sum of the Excess Demands measured during the month.

Big Rivers shall be the sole determinant of when and under what circumstances it is required to import energy from a Third Party Supplier to

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	provide Excess Demand.
(5	) Additional Charges:
	Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.
(6	) Interruptible Service:
	Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.
g. <u>In</u>	terconnections:
be pr cc or cc	ig Rivers requires a three party interconnection agreement etween the QF Member, Big Rivers, and the Member Cooperative ior to service under this tariff. Big Rivers shall make interpennections with the Member Cooperative, or the QF Member, both as required and the QF Member will pay for the interpennection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.
h. <u>Sy</u>	vstem Emergencies:
	uring System Emergencies, Big Rivers may discontinue sales accordance with 807 KAR 5:054 – Section 6.



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i. <u>Loss Compensation</u>:

Power and energy delivered by Big Rivers pursuant to this rate schedule shall be metered at or compensated to Big Rivers' point of delivery to the Member Cooperative. Where metering of the QF Member's load is at a point of delivery on a Member Cooperative's distribution system, metered demand and energy shall be adjusted to compensate for distribution losses prior to billing hereunder.

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			f. <u>BILLI</u>	NG FORM					
	BIG RIVERS	ELECTRIC CC		DICE ). BOX 24	I. HEND	ERSON.	KY 424	120	
TO: COGENERATOR AND DELIVERY POINTS USAGE:	SMALL POWER	PRODUCER S.		AC FROM		THRU	/	/	
DEMAND / POWER FACTOR SUPPLEMENTAL DEMAND UNSCHEDULED BACK-UP MAINTENANCE DEMAND EXCESS DEMAND CUMULATIVE EXCESS DE ENERGY SUPPLEMENTAL ENERGY MAINTENANCE ENERGY	BA: Demand Emand	DAY SE PRESEN	PEAK	,	AVERAGE		BILLECKW BILKW BILKW BILKW BILKW BILKW	LED LED LED LED LED LED SED	
SUPPLEMENTARY SERVIO	CE								
DEMAND				kW TIME	ES \$		EQUALS	\$	
P/F PENALTY				kW TIME	ES \$		EQUALS	\$	
ENERGY				kWh TIME	ES \$		EQUALS	\$	
SUBTOTAL								\$	
UNSCHEDULED BACK-UP	SERVICE								
DEMAND				kW TIM	IES \$		EQUALS	\$	
MAINTENANCE SERVICE DEMAND PER-W ENERGY (IF A SCHEDULED EN TOTAL	EEK (IF APPL PPLICABLE)		BLE)	kW TIME	ES \$ ES \$		EQUALS EQUALS	\$\$ \$\$	
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# RULES AND REGULATIONS OFF-PEAK kW TIMES \$____ EQUALS DEMAND PER-WEEK kWh TIMES \$____ EQUALS ENERGY SUBTOTAL EXCESS SERVICE EXCESS DEMAND (IF APPLICABLE) kW TIMES \$____ EQUALS CUMMULATIVE EXCESS DEMAND (IF APPLICABLE) kW TIMES \$_____ EQUALS IMPORTED EXCESS ENERGY (IF APPLICABLE) kWh TIMES \$_____ EQUALS TOTAL AMOUNT DUE ADDITIONAL CHARGES TOTAL AMOUNT DUE

RESTITUTION ADJUSTMENT

HISTORIC

TOTAL AMOUNT DUE

KWH TIMES \$ _____ EQUALS \$ _____ \$

LOAD FACTOR
ACTUAL MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

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## 10. BIG RIVERS LARGE INDUSTRIAL CUSTOMER EXPANSION RATE

#### a. Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in item (b) defining applicability. For all loads meeting the applicability criteria below, no other Big Rivers tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria below.

# b. Applicability:

This schedule shall be applicable as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule 9, that either initially contracts for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where:

  (i) the customer was in existence and served under the then effective Big Rivers Large Industrial Customer Rate Schedule any time during the Base Year and, (ii) the

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expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand.

(3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer's load was in existence and served through a Rural Delivery Point as defined in A.1.a.(3) of this Transaction Tariff; (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in A.1.a.(2) of the Rules and Regulations Section of this Transaction Tariff.

### c. Conditions of Service

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

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# d. Definitions:

- (1) Base Year "Base Year" shall mean the twelve (12) calendar months from September 1998 through August 1999.
- (2) Big Rivers "Big Rivers" shall mean Big Rivers Electric Corporation.
- (3) Existing Customer "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999.
- (4) LEM "LEM" shall mean LG&E Energy Marketing, Inc.
- (5) Member Cooperatives As of the effective date of this tariff, "Member Cooperatives" shall mean collectively, Kenergy Corp., Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation.
- (6) New Customer "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.
- (7) OATT "OATT" shall mean Big Rivers' effective Open Access Transmission Tariff filed at the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission.
- (8) Power Purchase Agreement "Power Purchase Agreement shall mean the Power Purchase Agreement between Big Rivers and LEM dated July 1998.

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- (9) Real Time Pricing "Real Time Pricing" shall mean market pricing scheduled a day a week ahead, as requested by the Distribution Cooperative on behalf of the retail customer.
- (10) SEPA "SEPA" shall mean the Southeastern Power Administration.
- e. Expansion Demand and Expansion Energy:
  - (1) Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in Big Rivers' OATT.
  - (2) Expansion Demand for the expanded load requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in Big Rivers' OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in Big Rivers' OATT.
- f. Rates and Charges:

Expansion rate and charges shall be the sum of the

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following:

#### Expansion Demand and Expansion Energy Rates: (1)

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems, and all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system.

#### (2)Expansion Demand Transmission Rate:

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in Big Rivers' OATT applied to each kW taken as Expansion Demand.

Ancillary Services Rates for Expansion Demand and (3) Expansion Energy:

Rig Rivers shall assess unbundled rates for all ancillary

	services required to serve load served under this rate			
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schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service. Generationbased ancillary services required to serve customers may, at Big Rivers' option, be purchased separately from Third-Party Suppliers other than LEM, in which case the actual costs of such ancillary services shall be passed through to the respective Member Cooperative. Alternatively, where Big Rivers supplies such ancillary services from its own resources (including additional purchases from LEM), such services will be provided under Big Rivers' tariff rates for such services as contained in Big Rivers' OATT.

#### (4) Big Rivers Adder

In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

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f. BILLING FORM:	
INVOICE BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420	
TO: LARGE INDUSTRIAL CUSTOMER EXPANSION ACCOUNT DELIVERY POINTS SERVICE FROM / / THRU / / USAGE:	
DEMAND / TIME / DAY METER MULT. POWER FACTOR BASE PEAK AVERAGE	kW DEMAND BILLED
EXPANSION DEMAND ENERGY PREVIOUS PRESENT DIFFERENCE MULT. EXPANSION ENERGY	kW BILLED kWh USED kWh USED
EXPANSION DEMAND & EXPANSION ENERGY	
EXPANSION DEMAND, INCLUDING LOSSES kW TIMES \$ EQUALS \$	
P/F PENALTY kw Times \$ EQUALS \$	
EXPANSION ENERGY, INCLUDING LOSSES kWh TIMES \$ EQUALS \$ OTHER EXPANSION SERVICE CHARGES EQUALS \$ SUBTOTAL \$	
EXPANSION DEMAND TRANSMISSION  LOAD RATIO SHARE OF NETWORK LOAD \$	
EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES  SCHEDULING, SYSTEM CONTROL & DISPATCH SERVICE  REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE  REGULATION & FREQUENCY RESPONSE SERVICE  ENERGY IMBALANCE SERVICE  OPERATING RESERVE-SPINNING RESERVE SERVICE  OPERATING RESERVE-SUPPLEMENTAL RESERVE SERVICE  \$ 1	
BIG RIVERS ADDER EXPANSION DEMAND kW TIMES \$ EQUALS \$	
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TOTAL AMOUNT DUE									\$_	- The second		
LOAD FACTOR ACTUAL	MILLS PER kWh											
DUE IN IMMEDIATELY MONTH	AVAILABLE FUNDS	ON OR	BEFORE	THE	FIRST	WORKING	DAY	AFTER	THE	24 TH	OF	THE
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## 11. <u>BIG RIVERS ELECTRIC CORPORATION VOLUNTARY PRICE</u> CURTAILABLE SERVICE RIDER

#### a. Availability:

This Rider is available to the Member Cooperatives of Big Rivers, to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request.

#### b. Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Member Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.

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- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.
- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

#### c. CS Curtailment Profiles:

For each of its CS Customers, the Member Cooperative shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

(1) The maximum number of hours per day that the CS Customer has the ability to curtail.

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- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.
- (5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

#### d. Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands of each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customers' Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

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## e. <u>Terms of Curtailment:</u>

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

- (1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.
- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
  - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.

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b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

## f. Curtailment Savings Payment:

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

## g. Monthly Savings Payment:

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts – Electric under Other Power Supply Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

#### h. Charges For Excess Energy:

For any CS Customer whose Curtailable Demand is equal to or greater han 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer who's Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

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Date of Issue	March 10, 2000	Date Effective April 6, 2000	
Issued By	Big Rivers	s Electric Corporation, P.O. Box 24, Henderson, KY 42420	
Issued By Authority of PSC in Case No. 2000-116, Order Dated April 6, 2000			



	PSC No	22
Original	Sheet No	73
Cancelling	Sheet No	

#### **RULES AND REGULATIONS**

Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

#### i. Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

## j. Special Terms and Conditions:

CS Customer information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

Date of Issue	March 10, 2000	Date Effective April 6, 2000	
Issued By	Big Rive	ers Electric Corporation, P.O. Box 24, Henderson, KY 42420	
Issued By Authority of PSC in Case No. 2000-116, Order Dated April 6, 2000			



PSC No. <u>23</u>
Sixth Revised Sheet No.<u>74</u>
Cancelling Fifth Revised Sheet No.<u>74</u>

#### **RULES AND REGULATIONS**

12. MEMBER DISCOUNT ADJUSTMENT		MEMBER DISCOUNT ADJUSTMEN	I RIDER
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#### a. Availability:

Available pursuant to Section A.7. of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points and Large Industrial Customer Delivery Points, served under Rate Schedule C.4.d. and Rate Schedule C.7. respectively.

### b. Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

#### c. Discount Adjustment Rate:

The amount of each Monthly Discount Adjustment will be \$306,666.67. Each month Big Rivers will total the amounts of all bills issued to its Member Cooperatives for service under Rate Schedule C.4.d. and Rate Schedule C.7. in the previous billing month (the "Unadjusted Billing Revenues"). Each bill in the current billing month will state a credit in an amount calculated by multiplying (i) the ratio of unadjusted billing revenue contained in the bill for the previous billing month to total Unadjusted Billing Revenues times (ii) the Monthly Discount Adjustment. The credit on each bill in the current billing month will appear, in dollars and cents, on the line titled "Adjustment" in the demand section of the bill, where the credit will also be stated as an equivalent billing demand kW rate, in dollars and cents rounded to seven decimal places.

T. d. This Tariff Rider shall be effective for service rendered 12:01 a.m. September 1, 2007 through August 31, 2008.

Date of Issue	March 15, 2007	Date Effective September 1, 2007
Issued By		Sig Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420
Issued By Authori	ty in Case No2	7-00111, Order Dated <u>August 29, 2007</u>



		PSC No. <u>23</u>
		Original Sheet No. 75
	Cancelling	Sheet No.
RULES AND REGULAT	<u>IONS</u>	

# 13. RENEWABLE RESOURCE ENERGY SERVICE TARIFF RIDER

a. Applicability:

Applicable in all territory served by Big Rivers' member cooperatives.

#### b. Availability:

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Big Rivers Member purchasing wholesale power for delivery at any Rural Delivery Point or Large Industrial Customer Delivery Point on its system under Rate Schedule C.4.d., Rate Schedule C.7.c. or Rate Schedule 10, subject to Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass" means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plants, grasses, and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

## c. Conditions of Service:

(1) Renewable Resource Energy service availability is contingent upon Big Rivers' ability to purchase a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member Cooperative.

Date of Issue _	March 23, 2007	Date Effective July 19, 2007
Issued By		Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420
Issued by Auth	ority of PSC in Case	No. 2007-00126, Order dated July 19, 2007



	PSC No. <u>23</u>
	Original Sheet No. 76
Cancelling	Sheet No
RULES AND REGULATIONS	

Big Rivers will make Renewable Resource Energy service available to a Member to support a contract for Renewable Resource Energy service entered into between a Member and one of its retail members, and approved by Big Rivers. That contract must commit the Member to sell, and the retail member to buy, Renewable Resource Energy in a specified number of 100 kWh blocks per month for a period of not less than one year. Upon approval of the contract by Big Rivers, the purchase and payment obligations of the retail member stated in that contract (less any retail mark-up of the Member) will become the wholesale take-or-pay obligation of the Member to Big Rivers, until (i) the retail member contract expires by its own terms, or (ii) the termination date for the contract of the retail member specified in a written notice from the Member to Big Rivers, which date is a date no earlier than the date on which the written notice from the Member is received by Big Rivers.

#### d. Monthly Rate:

The monthly rate for Renewable Resource Energy is the rate in the rate schedule under which the Member is purchasing electricity for its retail member who contracts to purchase Renewable Resource Energy, except that the energy rate is: \$5.50 per 100 kWh block (\$0.055 per kWh), subject to any adjustment, surcharge or surcredit that is or may become applicable under that wholesale rate schedule. This rate charged to a Member for a kWh of Renewable Resource Energy is in lieu of the energy rate that would otherwise be applicable to that energy purchase under Rate Schedule C.4.d.(2), Rate Schedule C.7.c.(2)(b) or Rate Schedule 10. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

#### e. <u>Billing:</u>

Sales of Renewable Resource Energy are subject to the terms of service and payment of the wholesale rate schedule under which Renewable Resource Energy is purchased.

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Date of Issue <u>March 23,</u>	2007 Date Effective July 19, 2007
ssued By	Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420
Issued by Authority of PSC	in Case No. 2007-00126. Order dated July 19, 2007



ELECTRIC CORPORATION		PSC No. <u>23</u>
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	RULES AND REGULATIONS	

## f. Member Discount Adjustment Rider:

Revenue collected by Big Rivers under this Renewable Resource Energy tariff for service to its Member Cooperatives for all Rural Delivery Points and Large Industrial Customer Delivery Points served under Rate Schedule C.4.d. and Rate Schedule C.7., respectively, will be included in Unadjusted Billing Revenues for purposes of the Member Discount Adjustment Rider.

Date of Issue _	March 23, 2007	Date Effective	July 19, 2007	
Issued Bv		Big Rivers Electric Corp	poration. P.O. Box 24.	Henderson, KY 42420
· · · · · · · · · · · · · · · · · · ·	ority of PSC in Case	No. 2007-00126 Order o		

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## COMMONWEALTH OF KENTUCKY

## BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

## In the Matter of:

THE APPLICATIONS OF BIG RIVERS	)
ELECTRIC CORPORATION FOR:	)
(I) APPROVAL OF WHOLESALE TARIFF	)
ADDITIONS FOR BIG RIVERS ELECTRIC	) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF	)
TRANSACTIONS, (III) APPROVAL TO ISSUE	)
EVIDENCES OF INDEBTEDNESS, AND	)
(IV) APPROVAL OF AMENDMENTS TO	)
CONTRACTS; AND	)
E.ON-U.S., LLC, WESTERN KENTUCKY ENERGY	
CORP. AND LG&E ENERGY MARKETING,	)
INC. FOR APPROVAL OF TRANSACTIONS	)

## **EXHIBIT 23**

**Proposed Tariff** 

#### **BIG RIVERS ELECTRIC CORPORATION**

**OF** 

## HENDERSON, KENTUCKY

### RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

## **ELECTRIC SERVICE**

AT

BRECKINRIDGE, CALDWELL, CRITTENDEN, DAVIESS, GRAYSON, HANCOCK, HARDIN, HENDERSON, HOPKINS, LYON, MCLEAN, MEADE, MUHLENBERG, OHIO, UNION, MCCRACKEN, LIVINGSTON, BALLARD, CARLISLE, MARSHALL, GRAVES AND WEBSTER COUNTIES

# FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued December 28, 2007	Effective
	By <u>Big Rivers Electric Corporation</u> (Name of Utility)
	Ву

ISSUE	D BY		Big Rivers (Signature of Officer)	Electric Corporat	ion, 201 3 rd St.,	Henderson, KY 42420
DATE	OF ISSUE	E Decembe	<u>ет 28, 2007</u> DA	TE EFFECTIVE_I	Per Order of Cor	nmission
		(3)	•	perative shall	be the maxi	al Billing Demand for each mum integrated thirty-minute pints.
		(2)		emand at each	delivery po	ts The maximum integrated int during each month, or the
		(1)	Intentionally Le	eft Blank.		
			s specifically stat ands shall be deter			edule to this tariff, Billing
		(3)	Rural Delivery this paragraph 1	•	l delivery po	ints not described in (1) or (2) of
		(2)			•	ts (i.e., a single large industrial delivery point as described in
		(1)	Intentionally Le	eft Blank.		
	a.	1 1	of establishing bategories, as follo		ds, all delive	ery points shall be classified into
	1.	Billing Dema	nd:			
A.	SPEC	CIAL RULES -	ELECTRICAL S	<u>ERVICE</u>		
			RULES .	AND REGULA	ATIONS	
	(1 variic	or ormey)				SHEET NO.
Big Ri		tric Corporation of Utility)	<del></del>		CANCELLIN	IG P.S.C. KY. NO
					Original	SHEET NO. 2
						ory Served By Transmission System23

		For All Territory Served By Cooperative's Transmission System P.S.C. NO. 23	**************
		Original SHEET NO. 3	
Big Rivers Electr		CANCELLING P.S.C. KY. NO	
(Name o	of Utility)	SHEET NO	
	RULES AND REGUI	LATIONS	
2.	Contract Demand:		
	Upon mutual agreement with Member, a Cocustomers.	Contract Demand may be established for certa	iin
3.	Metering:		
	The Seller shall meter all power and energy Member. Meters and metering equipment s caused to be furnished, maintained and read	shall be furnished, maintained and read or	
4.	Electric Characteristics and Delivery Points	<u>u(s):</u>	
	phase, sixty Hertz. The Seller shall make a systems of the Seller and the Member at the	hereunder shall be alternating current, three- and pay for all final connections between the de point(s) of delivery. The parties will speci- ages and capacity prior to the commencement hall be agreed upon by the Seller and the	fy
5.	Substations:		
	The Member shall install, own and maintain point(s) of connection unless otherwise agriculture maintain switching and protective equipment enable the Member to take and use the electrotect the system of the Seller.	ent which may be reasonably necessary to	
6.	Rate:		
	any event not less frequently than once in e electric power and energy furnished hereur	h intervals as it shall deem appropriate, but in each calendar year, shall review the rate for inder and, if necessary, shall revise such rate so be sufficient, but only sufficient, to meet the	
DATE OF ISSUE	December 28, 2007 DATE EFFECTIVE	E Per Order of Commission	
ISSUED BY	Big Rivers Electric Corpora (Signature of Officer)	ration, 201 3 rd St., Henderson, KY 42420	

		For All Territory Served By Cooperative's Transmission System P.S.C. NO. 23
		Original SHEET NO. 4
	etric Corporation e of Utility)	CANCELLING P.S.C. KY. NO.
(14ame	of Guilly)	SHEET NO
	RULES AND	REGULATIONS
	taxes, and administrative and general transmission system and related facing purchased for resale hereunder by the payments on account of principal and provide for the establishment and managements.	ncluding without limitation, replacements, insurance, I overhead expenses) of the generating plant, lities of the Seller, the cost of any power and energy e Seller, the cost of transmission service, make d interest of all indebtedness of the Seller, and to aintenance of reasonable reserves. The Seller shall to the Member, which shall set out all the proposed
7.	Discount Adjustment:	
	Service Commission, an appropriate	ectors, and with the prior approval of the Public discount may be authorized at such time as licates revenues in excess of projected and relative
8.	Meter Testing and Billing Adjustme	nt:
	shall test and calibrate meters in acc Sections 15 and 17. The seller shall Member's request. The costs of all that if any special meter test made at are recording accurately, the Member Meters registering not more than two deemed to be accurate. The reading test to be inaccurate shall be corrected accordance with the percentage of it to register for any period, the Member 15 and 15 a	in a contract or rate schedule to this tariff, the Seller ordance with the provisions of 807 KAR 5:041, also make special meter tests at any time at the tests shall be borne by the Seller; provided, however, the Member's request shall disclose that the meters er shall reimburse the Seller for the cost of such test. To percent (2%) above or below normal shall be sof any meter which shall have been disclosed by the discovery found by such test. If any meter shall fail the er and the Seller shall agree as to the amount of and the Seller shall render a bill therefore.
9.	Monitoring Uses:	
	<u> </u>	of comparing the metered energy and demand for the a's metered amounts. Consideration is given for
DATE OF ISSU	E. December 28, 2007 DATE EFF	ECTIVE. Per Order of Commission

Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420 (Signature of Officer) Issued By Authority of PSC Case No. 2007-00455, Order Dated ____

ISSUED BY___

		For All Territory Served By Cooperative's Transmission System P.S.C. NO. 23				
		Original	SHEET NO	5		
Big Rivers Electr		CANCELLI	NG P.S.C. KY. NO.			
(Name o	of Utility)		SHEET NO			
	RULES AND REGUI	LATIONS				
	monthly deviations due to temperature rela comparison to other sites with similar load between the current month's usage and the levels appear to be out of line. Additionall SCADA systems which provide hourly prin comparison whenever there appears to be a	patterns. A previous year y, two of the ntouts of usage	second comparis ar's data, when d member cooper ge and at times a	on is made emand or energy atives have		
	A meter test is performed whenever there a Seller shall review all special metering situ quantities applicable to the billing period. bill explaining any adjustment or calculation	nations which A written de	affect demand a termination shall	and energy		
10.	Notice of Meter Reading or Test:					
	The Seller shall notify the Member in adva that the Member's representative may be p		•	-		
11.	Power Factor:					
	Unless specifically stated otherwise in a ra all times take and use power in such manne maximum demand shall not be less than 90	er that the po	wer factor at the	time of		
	If, at the time of maximum demand, power (90%) leading or lagging, the Seller may a billing purposes in accordance with the fol	djust the max	aimum measured			
	Maximum Measured KV Power Factor (%)					
	The power factor shall be measured at the	time of maxi	mum demand.			
DATE OF ISSUE	December 28, 2007 DATE EFFECTIVE	Per Order of Co	ommission			
ISSUED BY	Big Rivers Electric Corporation, 201 (Signature of Officer)	3 rd St., Henderso	on, KY 42420			

	tric Corporation of Utility)	Cooperative's P.S.C. NO.  Original	s Transmission System  23  SHEET NO. 6  NG P.S.C. KY. NO.
			SHEET NO
	RULES AND REGUL	ATIONS	
12.	Right of Access:		
	Duly authorized representatives of either party hereto at all reas provisions hereof.		
13.	Continuity of Service		
	The Seller shall use all reasonable diligence supply of electric power and energy hereun energy shall fail or be interrupted, or become Seller shall not be liable therefor, or for dar majeure", as used herein, shall mean Acts of troubles, acts of the public enemy, wars, blandslides, lightning, earthquakes, fires, sto the government, whether federal, state or leavelosions, breakage of or accident to mach inability to obtain necessary materials, suppregulations, orders, laws, or proclamations state or local, civil or military, and any other control of the Seller, whether like or unlike	ider. If the sum defective, mages caused of God, accid ockages, insurants, floods, ocal, civil or whinery, equipolies or perm of government forces white	upply of electric power and by reason of force majeure, the d thereby. The term "force lents, strikes or other labor urrections, riots, epidemics, washouts, arrests and restraints of military, civil disturbances, oment or transmission lines, aits due to existing or future rules, ental authorities, whether federal, ch are not reasonably within the
14.	Payment of Bills:		
	The Seller shall read meters monthly. Unlet tariff, electric power and energy furnished to designated office in immediately available day after the twenty-fourth (24 th ) day of the shall fail to pay any such bill within such publication of electric power and energy here. Member of its intention to do so. Such discussive affect the obligation of the Member to	thereunder she funds month to month follo rescribed per under upon ficontinuance for the secontinuance for the secontinuance of the formal of the secontinuance of the second of	hall be paid for in Seller's ly on or before the first working owing service. If the Member riod, the Seller may discontinue to (5) days' written notice to for non-payment shall not in any

DATE OF ISSUE	December 28. 2007 DATE EFFECT	VE Per Order of Commission
ISSUED BY	Big Rivers Electric Corporation. (Signature of Officer)	201 3 rd St., Henderson, KY 42420
Issued By Authority of PSC	Case No. 2007-00455, Order Dated	

					For All Territor Cooperative's P.S.C. NO.	ory Served By Transmission System23
					Original	SHEET NO7
	Big Rivers Electric Corporation			CANCELLIN	G P.S.C. KY. NO	
(Name	of Utili	iy)				SHEET NO
			RU	JLES AND RE	GULATIONS	
15.	Trans	smissior	n Emergency	Control Prog	ram:	
	a.	Purpo	ose:			
				for the system		restoration of electric service
	b.	Proce	edures:			
		(1)	Awarenes	s:		
			be display From the	ed on the Big	Rivers system sup	em disturbance will most likely pervisor's SCADA system. ervisor can determine the gene
		(2)	Localized	Emergency:		
			sectionalise controlled faulted lin such a wa Rivers' me customers Transmiss department be dispated Transmiss performs	ze the faulted a lawitches and he sections, the y to minimize ember distributed in a manner of sion Tariff curant personnel, a ched to carry of sion Departme	line sections by us manually operate e system supervise the interruption of ation cooperatives consistent with the tailment provision is well as the mem ut any required ment is notified of the ne repairs and relegated	supervisor will proceed to se of his SCADA system, radio d line switches. In sectionalize in felectric service provided to E and any other wholesale Big Rivers' Open Access as. Big Rivers' transmission aber cooperative personnel, will anual switching operations. The faulted line sections and eases the line to the system
DATE OF ISSUE		Decemb	er 28, 2007	DATE EFFEC	TIVE Per Order of Com	nmission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420 (Signature of Officer)

CANCELLING P.S.C. KY. NO				For All Territory Served By Cooperative's Transmission System P.S.C. NO. 23			
(Name of Utility)  RULES AND REGULATIONS  (3) Widespread Emergency:  When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".  Upon declaration of an extreme transmission emergency, the service restoration coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.  The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' member distribution cooperatives and other transmission customers.  The SCR establishes and maintains contact with the appropriate personnel from the affected member cooperative(s), appropriate Big Rivers' transmission department personnel, and the system supervisor. Restoration continues with the following steps:  (a) The SRC coordinates the efforts of the transmission department and member cooperatives(s) to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.  DATE OF ISSUE December 28, 2007 DATE EFFECTIVE, Per Order of Commission  ISSUED BY.  Big Rivers Electric Corporation, 2013 ²⁸ St., Henderson, KY 42420				Original	SHEET NO8		
RULES AND REGULATIONS  (3) Widespread Emergency:  When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".  Upon declaration of an extreme transmission emergency, the service restoration coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.  The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' member distribution cooperatives and other transmission customers.  The SCR establishes and maintains contact with the appropriate personnel from the affected member cooperative(s), appropriate Big Rivers' transmission department personnel, and the system supervisor. Restoration continues with the following steps:  (a) The SRC coordinates the efforts of the transmission department and member cooperatives(s) to determine the full extent of system damage.  An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.				CANCELLI	NG P.S.C. KY. NO		
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member cooperatives(s) to determine the full extent of system damage.  An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.  DATE OF ISSUE December 28, 2007 DATE EFFECTIVE_Per Order of Commission  Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420		the aff depart	ected member cooperative ment personnel, and the sy	(s), appropriate	Big Rivers' transmission		
ISSUED BYBig Rivers Electric Corporation, 201 3 rd St., Henderson, KY 42420		(a)	member cooperatives(s) t An estimate is made of the	o determine the e time to restor	e full extent of system damage. e full service to the distribution		
ISSUED BYBig Rivers Electric Corporation, 201 3 rd St., Henderson, KY 42420							
	DATE OF ISSUE	Decembe	r 28, 2007 DATE EFFECTI	VE_Per Order of Co	ommission		
(Nighature of Officer)	ISSUED BY		Big Rivers Electric Corporation, 2 (Signature of Officer)	201 3 rd St., Henderso	on. KY 42420		

		For All Terri Cooperative' P.S.C. NO.	tem	
		Original	SHEET NO	9
Big Rivers Electric Corporation	<del></del>	CANCELLI	NG P.S.C. KY. NO.	
(Name of Utility)		Nigotial or Secretary students (such as \$100,000 May one on con-	SHEET NO	
	RULES AND RE	EGULATIONS		
(b)	If the system damages a system labor only woul along with the transmis coordinator(s), determin	d result in prohibi sion department a	tively long outaind the member of	ges, the SRC cooperative
(c)	The SRC conveys to the time, place and amount arranges to meet these r	of needed equipn	nent and labor.	
(d)	The SRC establishes a sworking with the affect prioritized the restoration cooperatives have chosed due to the number of varestoration times for vare They maintain a list of sequence of restoration.	ed member coope on of their affected on to determine can triables that are underious subs, time of critical consumers	erative coordinated substations. These specific restrangements of the following the specific restrangements of the specific restrangement of the specific restra	or who will have he member oration priorities weather, available, etc.).
(e)	The SRC monitors the jinformation to the appro			
(f)	Upon completion of resended.	toration of servic	e, the emergency	is declared
(g)	Effectiveness and timel Rivers' Operation Com			
DATE OF ISSUE Decemb	er 28, 2007 DATE EFFEC	CTIVE Per Order of Co	mmission	
ISSUED BY	Big Rivers Electric Corporatio	n, 201 3 rd St., Henderso	on, KY 42420	

				For All Territory Served By Cooperative's Transmission System P.S.C. NO. 23  Original SHEET NO. 10				
Big Rivers Elect	tric Cor of Utili		<del></del>	CANCELLING P.S.C. KY. NO.				
(Name	oi Otili	ty)		SHEET NO				
				RULES AND REGULATIONS				
16.	Gene	eration D	<u> Peficienc</u>	y Emergency Control Program:				
	a.	Purpo	ose:					
			-	olan to recover from generation deficiencies other than deficiencies l shortages.				
•	b.	Proce	dures:	dures:				
		(1)	Aware	eness:				
			When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal.					
		(2)	Seque	ntial Steps of Action:				
			(a)	Determine capacity shortage based on generation limitations, pending weather forecast conditions and forecasted load requirements.				
			(b)	Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).				
			(c)	Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.				
			(d)	Curtail off-system short-term capacity sales.				
			(e)	Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup of reserve generation (if any) will be initiated only to serve firm load requirements.				
DATE OF ISSUE	5	Decemb	er 28, 2007	DATE EFFECTIVE Per Order of Commission				
ISSUED BY				ers Electric Corporation, 201 3 rd St., Henderson, KY 42420				

DATE OF ISSUE Decen		DATE EFFECTIVE Per Order of Commission  ers Electric Corporation, 201 3 rd St., Henderson, KY 42420 e of Officer)
	(m)	Request load curtailment of member cooperatives. Determine amounts of load reduction required of each cooperative and the anticipated length of curtailment. The member cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.
	(1)	Implement curtailment of power to industrial consumers (on a rotating type basis as needed).
	(k)	Implement curtailment of off-system firm power sales.
	(j)	Initiate a voltage reduction action through Big Rivers' transmission facility controls as well as working with the member cooperative representatives to accomplish this action at the distribution substations.
	(i)	Issue public appeals to all member cooperative consumers, to reduce power usage on a voluntary basis, including direct calls to large industrial consumers, including implementing procedures of the Seller's Voluntary Price Curtailable Service Rider.
	(h)	Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
	(g)	Implement a request to other utilities for emergency power purchases to meet firm load requirements.
	(f)	Start combustion turbine.
		RULES AND REGULATIONS
(Name of Utility)		SHEET NO
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO
		Original SHEET NO. 11
		For All Territory Served By Cooperative's Transmission System P.S.C. NO. 23

					Cooperative' P.S.C. NO.	s Transmission Syst	em		
					Original	SHEET NO	12		
Big Rivers Elect					CANCELLI	NG P.S.C. KY. NO.			
(Name	of Utilit	cy)			1,000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 - 000 -	SHEET NO			
				RULES AND RE	GULATIONS				
							***		
17.	Fuel	Emerger	ncy Con	trol Program:					
	a.	Purpo	se:						
		Electr	ic Corp	plan for reducing oration (Big River t result from a gen	rs) system in the	event of a severe	coal shortage,		
	c.	Proce	dures:						
	genera determ comple emerge carried the reg service			vent of a potential severe coal shortage, such as one resulting from a coal strike, Big Rivers shall review the inventory of its fuel stock to ne the quantity and quality of the recoverable fuel. This review shall be ed within the thirty (30) day period prior to the anticipated start of the next and the following steps will be implemented. These steps will be out to the extent not prohibited by contractual commitments or by order of latory authorities having jurisdiction. After each curtailment of electric the generation levels will be adjusted to the new, reduced level in the ion of the "day's operation" of remaining coal inventory.					
		(1)	fired	initiated when fue generation and a c pated:					
			(a)	Advise all Mem remaining.	ber Cooperatives	s of the number o	of day's burn		
·			(b)	Optimize the use	e of non-coal-fire	ed generation to t	the extent		
			(c)	For individual p	lants with coal in	nventories signifi	cantly under Big		
DATE OF ISSUE	3	Decemb	er 28, 200	7 DATE EFFEC	TIVE <u>Per Order of C</u>	ommission			
ISSUED BY				vers Electric Corporation ure of Officer)	n, 201 3 rd St., Henders	on, KY 42420			

For All Territory Served By

		Cooperative's Transmission System P.S.C. NO			
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO			
(Name of Utility)		SHEET NO.			
		RULES AND REGULATIONS			
		Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.			
	(d)	Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.			
	(e)	Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.			
(2)	daily Secti	e initiated when fuel supplies are less than 25 days' operation at the burn rate resulting after implementation of the actions in the above on (1) of coal-fired generation and a continued downward trend in stocks is anticipated:			
	(a)	Advise all Member Cooperatives of the number of days' burn remaining.			
	(b)	At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.			
	(c)	Curtail off-system short-term capacity sales.			
	(d)	Arrange economic power purchases from off-system sources as required to serve firm load commitments) and non-firm commitments if economically feasible).			
	(e)	Investigate possible fuel exchanges/purchases with neighboring utilities.			
	(f)	Through use of the news media and working with the member distribution system contracts direct consumers appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.			
DATE OF ISSUE Decemb	per 28, 20	07 DATE EFFECTIVE Per Order of Commission			
ISSUED BY		ivers Electric Corporation, 201 3 rd St., Henderson, KY 42420			

			tory Served By s Transmission Syste 23	em
		Original	SHEET NO	14
Big Rivers Electric Corporation		CANCELLIN	NG P.S.C. KY. NO	
(Name of Utility)		with the state of	SHEET NO	
	RULES AND	REGULATIONS		
(3)	To be initiated – in the than 20 days' operation after implementation continued downward	on of coal-fired plar of the actions in the	nts at the daily but above Sections (	rn rate resulting
	(a) Advise all Moremaining.	ember Cooperatives	of the number of	days' burn
	• •	mpletely curtail all rice transactions as in	-	_
	(c) Implement cu	artailment of off-sys	tem firm power s	ales.
(4)	To be initiated when fired generation at the actions in the above trend in coal stocks in	e daily burn rate res Sections (1), (2), and	ulting after imple	mentation of the
	(a) Advise all M remaining.	ember Cooperatives	of number of day	s' burn
(5)	To be initiated when fired generation at the actions in the above downward trend in c	e daily burn rate res Sections (1), (2), (3)	ulting after imple, and (4) and a co	mentation of the
	(a) Advise all M been reached	ember Cooperatives	that this level of	fuel supplies has
		all emergency delive herwise by the KPS		ng utilities unless
	(c) Implement ro	olling native load cur	tailments.	
DATE OF ISSUE Decem	ber 28, 2007 DATE EFF	FECTIVE Per Order of Co	mmission	
ISSUED BY	Big Rivers Electric Corpora (Signature of Officer)	ation, 201 3 rd St., Henderso	n, KY 42420	

		For Al Coope P.S.C.	erative's	ory Served By Transmission Syst  23	em
		<u>Origi</u>	inal	SHEET NO	15
Big Rivers Electric Corporation		CANC	CELLING	G P.S.C. KY. NO.	
(Name of Utility)				SHEET NO	
		RULES AND REGULATION	NS		
	(d)	Member Cooperatives are reservice level which is not go of human life and safety, premployees' security.	reater th	han that require	ed for protection
(6)	to 5 da after ir	nitiated as a measure of last ys' operation of coal-fired go aplementation of the actions and a continued downward	generations in the	on at the daily babove Sections	ourn rate resulting (1), (2), (3), (4),
	(a)	Advise all Member Cooperabeen reached.	atives t	hat this level of	fuel supplies has
	(b)	As a last resort, implement Member Cooperatives and operatives and operatives and operatives and operatives and operatives are the coordinated with the Methe minimum impact upon the protection of physical factors.	off-syste e electri ember C those se	tem customers a cal system. The Cooperatives in ervices which a	as required to is procedure shall order to assure
	(c)	Termination of Energy Eme	ergency	<u>/:</u>	
		The Fuel Emergency Contronotice to the Commission, value coal-fired generation is at least resumed, and there is reason being restored to adequate least section of the control of the con	when the east 30 nable a	ne remaining da days, coal deliv	ys of operation of veries have been
DATE OF ISSUE Decemb	er 28, 2007	DATE EFFECTIVE Per Orde	er of Com	nmission	
ISSUED BY	Big Rive	rs Electric Corporation, 201 3 rd St., H	lenderson.	, KY 42420	

				Cooperati	ive's	Transmission System  23	em	
						SHEET NO.	16	
Big Rivers Elec				CANCELLING P.S.C. KY. NO				
(Name	of Uti	lity)		salayan harayan ya ya saa ah s		SHEET NO		
			RULES AND R	EGULATIONS				
B. <u>SPEC</u>	CIAL	RULES – CABLE	TELEVISION	ATTACHMEN	<u> </u>			
1.	<u>Est</u>	ablishing Pole Use	<u>:</u>					
	a.	Big Rivers, it so the procedures Rivers detailed indicating the the number and of Big Rivers'	shall notify Big established by I construction p specific poles of the character of the fixtures and equeplacements of	Rivers in writing Big Rivers. The lans and drawing Big Rivers upone attachments to uipment necessary.	ng one Cangs, on we to be ary	f its intent and since ATV operator shaped together with new which attachment is such poles, the for the attachment.	cessary maps, ts are proposed, rearrangements	
	b.	submit to the Ovalue of mater the CATV operated CATV operated with the terms	CATV operator ials) of all chan trator to Big Riv with the necessant shall have the of this tariff.	a cost estimate ges that may be vers that the cos ary changes. Up a right hereunder the CATV opera	(incer request est est est est est est est est est	uired. Upon wr timate is approve completion of al	l and less salvage itten notice by ed, Big Rivers Il changes, the its in accordance expense, make	
	c.	actual cost (income makingsuch cl	cluding overhead	d and less salva	age v	ator shall pay Bi value of materia IV operator hero by Big Rivers he	ls) of eunder shall not	
	d.					tree trimming n performed by the		
DATE OF ISSUE	3	December 28, 2007	DATE EFFECTI	VEPer Order	r of C	Commission		
ISSUED BY			rs Electric Corporation of Officer)	on, 201 3 rd Henders	on, K	Y 42420		

				itory Served By 's Transmission System NO23
			Original	SHEET NO17
Big Rivers Electr			CANCELLI	NG P.S.C. KY. NO.
(Name o	or Omniy	)		SHEET NO
		RULES AND REG	ULATIONS	
	e.	All poles and appurtenances to with tariff shall remain the property of CATV operator under this tariff feentitle the CATV operator to the	Big Rivers, an	nd any payments made by the Big Rivers' facilities shall not
	f.	Any changes necessary for correct CATV operator, where notice of amount equal to twice the charges attachment had been properly aut	intent had not less that would ha	been given, shall be billed at an
2.	Easem	ents and Rights-of-Way:		
	privile placing thereo	ivers does not warrant nor assure to eges or easements, and should the O g or maintaining its attachments on f shall attach to Big Rivers. Each p ents and rights-of-way.	CATV operator Big Rivers' p	r at any time be prevented from oles, no liability on account
3.	Mainte	enance of Poles, Attachments and C	Operation:	
	a.	Whenever right-of-way considerate pole or poles necessary, such relo expense, except that each party shattachments.	cation shall be	made by Big Rivers at its own
	b.	in cases of emergency) to the CA of such proposed replacement or	cation, give for TV operator, so relocation, and chments to the attachments to ect to do such eof. Big River	ty-eight (48) hours' notice (except pecifying in said notice the time I the CATV operator shall, at the new or relocated pole. Should the o the new or relocated pole at the work and the CATV operator is shall not be liable for any
DATE OF ISSUE_	D	ecember 28, 2007 DATE EFFECTIVE_	Per Order of	Commission
ISSUED BY		Big Rivers Electric Corporation, 2 (Signature of Officer)	01 3 rd ., Henderson,	KY 42420

			For All Territor Cooperative's P.S.C. KY. NO	Transmission Syst	em
			Original	SHEET NO	18
Big Rivers Electr			CANCELLIN	G P.S.C. KY. NO.	
(Name o	of Utility)	)		SHEET NO	
		RULES AND REGUL	ATIONS		
	c.	Any attachment of CATV which do this tariff shall be brought into conformation Rivers reserves the right to inspect evicinity of its lines or appurtenances operate to relieve the CATV operate assumed under this tariff.	ormity herewite each new insta s. Such inspe	ith as soon as pr allation on its po ction made or no	actical. Big bles and in the ot, shall not
	d.	Big Rivers reserves to itself, its succepoles and to operate its facilities the judgment, best enable it to fulfill its not be liable to the CATV operator interference with the operation of its conditions are caused by situations be	reon in such rown service for any interrors cables, wire	manner as will, requirements. Fuption of service and appliances	in its own Big Rivers shall e or for
4.	Inspec	tions:			
	a.	Periodic Inspection:			
		Any unauthorized or unreported atta two times the amount that would ha day after the last inspection preceding	ve been due l	nad the installati	on been made the
	b.	Make-Ready Inspection:			
		Actual expenses, plus appropriate or any "make-ready" or "walk-through paid for by the CATV operator.	· ·	•	_
5.	Insura	nce or Bond:			
	a.	The CATV operator shall defend, in any and all damage, loss, claim, denevery kind and nature, including, but defending against the same and pays	nand, suit, lia It not limited	bility, penalty or to, costs and exp	r forfeiture of penses of
DATE OF ISSUE_	De	ecember 28, 2007 DATE EFFECTIVE	Per Order of C	Commission	
ISSUED BY		Big Rivers Electric Corporation, 201 . (Signature of Officer)	3 rd ., Henderson, K	XY 42420	

					tory Served By s Transmission Syste	m
				P.S.C. KY. N		
				Original	SHEET NO	19
Big Rivers Electric		ation	<del></del>	CANCELLIN	NG P.S.C. KY. NO	
(Name of	Utility)			No. of Contract of	SHEET NO	
			RULES AND RE	GULATIONS		The state of the s
						_
		proper environ suffer or suit omiss or from concu	son of (1) injuries or deat ties, (3) pollutions, conta- ment or (4) violations of ed directly by Big Rivers as against it by third partie ions of the CATV operator in their presence on the presence with any alleged jo for its sole active neglige	minations of or of f governmental latiself, or indirect es, resulting or all or, its employees, remises of Big Ri bint negligence of	other adverse effectives, regulations of ly by reason of clarification to the second of clarification and the second of the seco	ets on the r orders whether aims, demands lted from acts or epresentatives or in
t	),		CATV operator will provi business in the Common			pany authorized
		(1)	Protection for its employ Compensation Laws of		t required by Worl	kers'
		(2)	Public liability coverage which the CATV operat amount of \$1,000,000 for personal injury or death and \$100,000 as to any	tor operates under or each person an , and \$25,000 as	r this contract to and \$1,000,000 for to the property of	minimum each accident or
		(3)	Naming Big Rivers Elec	ctric Corporation	as an additional in	nsured.
C	C.	be fu	re beginning operations un rnished to Big Rivers a ce rage. Each policy require sement written as follows	ertificate evidenci d hereunder shall	ing the existence of	of such
			The insurance or bond p for the benefit of Big Ri as to guarantee, within t performance by the insu- set forth in this tariff. T canceled for any cause notice being first given	ivers Electric Con the coverage limiured of any indem This insurance or within thirty (30)	rporation, so ts, the nnity agreement bond may not be days' advance	
DATE OF ISSUE	Dec	ember :	28. 2007 DATE EFFECTIV	EPer Order of	Commission	
ISSUED BY			Big Rivers Electric Corporation (Signature of Officer)	1, 201 3 rd ., Henderson,	KY 42420	

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23	
			Original SHEET NO. 20	
Big Rivers Elec			CANCELLING P.S.C. KY. NO	
(Name	of Utility	/)	SHEET NO	
		RULES AND REGU	LATIONS	
6.		ge of Use Provision:		
	operation operations operations are consistent operations.	tions, the CATV operator shall be girof emergency) in order to accomplistor is unable or unwilling to meet Big	Facilities for reasons unrelated to CATV ven forty-eight (48) hours' notice (except the CATV-related changes. If the CATV Rivers' time schedule for such changes ATV operator its reasonable costs for the nts.	ot in TV
7.	Aband	donment:		
	a.	utilizing, it shall give the CATV of thirty (30) days prior to the date on the expiration of said period, Big R CATV operator has not removed a thereupon become the property of shall save harmless Big Rivers from expenses or charges incurred there amount equal to Big Rivers' deprecevidence transfer to the CATV operate. Big Rivers reserves the right	on any pole which the CATV operator is perator notice in writing to that effect at a which it intends to abandon such pole. Eivers has no attachments on such pole, all of its attachments therefrom, such pole the CATV operator, and the CATV operator all obligation, liability, damages, cost after, and shall pay Big Rivers for such ciated cost thereof. Big Rivers shall further attor of title to the pole by means of a bette to abandon and salvage any power line CATV operator and upon one year's not	least If, at but the e shall rator , pole an ther bill of free
	b.	notice thereof in writing to Big Rivattachment it may have thereon. T	ne abandon the use of any pole by giving vers and by removing therefrom any and the CATV operator shall in such case particle for the then current billing period.	lall

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated

Big Rivers Electric Corporation (Name of Utility)	For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO
RU	JLES AND REGULATIONS
8. Right of Others:	

Upon notice from Big Rivers to the CATV operator that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and the CATV operator shall remove its facilities from the affected pole at once. No refund of any rental will be due on account of any removal under these circumstances.

## 9. Payment of Taxes:

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee or charge levied on Big Rivers' facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

# 10. <u>Bond or Deposit for Performance:</u>

The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes thereinafter specified in the amount of Five Thousand Dollars (\$5,000), evidence of which shall be presented to Big Rivers fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to three (3) months after receipt by Big Rivers of written notice of the desire of the bonding or insurance company to terminate such bond or insurance. Upon receipt of such notice, Big Rivers shall request the CATV operator to immediately remove its cables, wires and all other facilities from all poles of Big Rivers. If the CATV operator should fail to complete the removal of all its facilities from the poles of Big Rivers within thirty (30) days after receipt of such request from Big Rivers, then Big Rivers shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operators wires, cables, fixtures or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Big Rivers for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

DATE OF ISSUE	December 28, 2007	DATE EFFECTIVE	Per Order of Commission	
ISSUED BY	Big Rivers	s Electric Corporation, 201 3 ^t of Officer)	rd., Henderson, KY 42420	
Issued By Authority of P	SC Case No. 2007-00455	o, Order Dated		

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO23
		Original SHEET NO. 22
	ctric Corporation	CANCELLING P.S.C. KY. NO
(Name	e of Utility)	SHEET NO
	RULES A	AND REGULATIONS
11.	Use of Anchors:	
		prohibit the use of any anchors by the CATV operator action.
12.	Discontinuance of Service:	
	Big Rivers may refuse or discording set out in 807 KAR	ntinue serving an applicant as a customer under the 5:006 Section 11.

ISSUED BY Big Rivers Electric Corporation, 201 3rd., Henderson, KY 42420 (Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated _____

					ory Served By 5 Transmission System O23
				Original	SHEET NO23
Big R	ivers Elec			CANCELLIN	NG P.S.C. KY. NO
	(Name	of Utili	ty)	-	SHEET NO
			RULES AN	D REGULATIONS	
C.	ELEC	CTRIC	SERVICE:		
	1.	App	licable:		
		In al	l territory served by Cooperat	tive's transmission sys	tem.
	2.	Avai	ilability:		
		the s		ereinafter set forth and	electric cooperatives subject to I to such of Big Rivers' general nmission of Kentucky.
	3.	Tern	<u>n:</u>		
		trans	rate schedule shall take effects saction between Big Rivers EloN Entities), approved by the	lectric Corporation, E.	
	4.	Rate	<u>es:</u>		
		a.	Intentionally Left Blank		
		b.	Intentionally Left Blank		
		c.	C	rs Large Industrial Cu	s, a Monthly Delivery Point Rate stomer Rate available to Large rein.
		d.	For all other delivery poin	its, a Monthly Delivery	Point Rate consisting of:
DATE	E OF ISSU	E De	ccember 28, 2007 DATE EFF	ECTIVE Per Order of C	Commission
ISSUE	ED BY		Big Rivers Electric Corporation. (Signature of Officer)	, 201 3 rd St., Henderson, KY 4	12420
Issued	By Autho	rity of P	SC Case No. 2007-00455, Order Dated		

		For All Territory Serv Cooperative's Transn P.S.C. KY. NO.	
		Original SHE	ET NO24
Big Rivers Electric Corporation	_	CANCELLING P.S.C	C. KY. NO
(Name of Utility)		SH	EET NO
	RULES AND RE	EGULATIONS	
(1)	A Demand Charge of:		
(-)		nd at \$7.37 per bilayyett	
		nd at \$7.37 per kilowatt.	
	Plus,		
(2)	An Energy Charge of:		
	All kWh per month at \$	30.02040 per kWh.	
(3)	No separate transmission these rates.	on or ancillary services c	harges shall apply to
(4)	The following adjustmenthis tariff:	ent clauses and riders sha	all apply to service under
		Surcharge ent	Rider No. <u>17</u> Rider No. <u>16</u> Rider No. <u>15</u> Rider No. <u>19</u> Rider No. <u>18</u> Rider No. <u>12</u>
DATE OF ISSUE December 28.	2007 DATE EFFECTIV	E Per Order of Commission	on
ISSUED BY Big I	Rivers Electric Corporation, 201 3	rd St., Henderson, KY 42420	

For All Territory Served By

			Cooperative's Transmission System P.S.C. KY. NO. 23				
				Original	SHEET NO	)	25 ·
ig Rivers Electric Corpo				CANCELLING	P.S.C. KY.	NO	
(Name of Utility)					_SHEET N	0	
	***************************************	RULES AND	DECIII	ATIONS			
		RULES AND	KEGUL	ATIONS			
		(5) Billing I					
	RS ELECTRIC CORP	P.O. BOX 24. HEN	VOICE DERSON, K	Y 42419-0024			
O: Member Distribution ERVICE FROM	mm/dd/yyyy THR	ACCOUNT U mm/dd/yyyy	COICIDE	NTAL PEAK mm/dd	time		
SUBSTATION Rural Delivery Points TOTAL	COINCIDENTAL kW	kWh	L.F. COIN.	PREVIOUS READING	PRESENT READING	DIFF.	kW/kWh MULT.
DEMAND		kW TIMES	\$0.00	EQUALS	\$	0.00	
ENERGY		kWh TIMES	\$0.00	EQUALS	\$	0.00	
MEMBER DISCOUNT ADJUSTMENT		AMOUNT			\$	0.00	
POWER FACTOR PENALTY		kW TIMES	\$0.00	EQUALS	\$	0.00	
ADJUSTMENT		kW TIMES	\$0.00	EQUALS	\$	0.00	
FUEL ADJUSTMENT CLAUSE		kWh TIMES	\$0.00	EQUALS	\$	0.00	
ENVIRONMENTAL SURCHARGE		kWh TIMES	\$0.00	EQUALS	\$	0 - 00	
UNWIND SURCREDIT		kWh TIMES	\$0.00	EQUALS	\$	0.00	
MEMBER RATE STAB MECHANISM	ILITY	AMOUNT			\$	0.00	
REBATE ADJUSTMEN	Γ	AMOUNT			\$	0.00	
ADJUSTMENT		kWh TIMES	\$0.00	EQUALS	\$	0.00	
				TOTAL AMOUNT DUE MILLS PER kWh	_	0.00 0.00	
	A04110==	LOAD FACTOR		2405	POWER FACTO		-
	COINCIDI 0%	ENT BILLED 0%		BASE 0%	AVERAGE 0%	PEAK 0%	
DUE IN IMMEDIATELY AVAILA	BLE FUNDS ON OR BEI	FORE THE FIRST WOR	KING DAY	AFTER THE 24 TH OF I	HE MONTH		
DATE OF ISSUE Dece	mber 28, 2007	DATE EFFEC	TIVE	Per Order of Com	mission		
ISSUED BY		etric Corporation, 20 re of Officer)	)1 3 rd St.,	Henderson, KY 4242	20		

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO		
			Original	SHEET NO	26
Big Rivers Electric Corporation			CANCELLI	ING P.S.C. KY. NO.	
(Name of Utility)				SHEET NO	
	R	ULES AND RI	EGULATIONS		
5.	[INTEN]	TIONALLY L	EFT BLANK]		
DATE OF ICOVE	2005	DATE EDEDOC	TE DOI O	C	<u></u>
	3, 2007		VE Per Order of		
ISSUED BY Big	Rivers Electric (Signature of	Corporation, 201 (Officer)	3 rd St., Henderson, KY	42420	

Big Rivers Electric Corporation (Name of Utility)	RULES AND REGUI	Cooperative' P.S.C. KY. N Original CANCELLIN	SHEET NO NG P.S.C. KY. NO.	em
6.	[INTENTIONALLY LEFT	BLANK]		

DATE OF ISSUE	December 28, 2007	DATE EFFECTIVE	Per Order of Commission
		_1	
ISSUED BY	Big Rivers Elect	tric Corporation, 201 3rd St.,	Henderson, KY 42420
	(Signature	e of Officer)	
Issued By Authority	of PSC Case No. 2007-0045	55, Order Dated	

	Cooperative's Transmission System P.S.C. KY. NO. 23
	Original SHEET NO. 28
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. NO
(Name of Utility)	SHEET NO
סווז ס	S AND DECLII ATIONS

## 7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE:

## a. Availability:

This schedule is available to any of Big Rivers' then existing rural electric distribution cooperatives for service to Large Industrial Customers served using dedicated delivery points for such portions of their loads not treated as either Expansion Demand or Expansion Energy where applicable as provided by and in accordance with the provisions and definitions of the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10). For purposes of clarification, this rate schedule shall be closed on and after September 1, 1999 and Rate Schedule 10 shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule 10 where such New Customer has either initially contracted for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule 10 as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule 10 e.(2).

#### b. Term of the Rate Schedule:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers Electric Corporation, E. ON U.S., LLC and its affiliates (E. ON Entities).

DATE OF ISSUE_	December 28, 2007	EFFECTIVE Per Order of Commission	-
ISSUED BY		Electric Corporation, 201 3 rd St., Henderson, KY 42420 ature of Officer)	
Issued By Authorit	y of PSC Case No. 2007-0	00455, Order Dated	

				tory Served By s Transmission System IO23
			Original	SHEET NO29
Big Rivers Electric Corpora	ion		CANCELLI	NG P.S.C. KY. NO
(Name of Utility)				SHEET NO
		RULES AND REGUL	ATIONS	
c. <u>F</u>	Cates:			
(	1) <u>Ra</u>	tes Separate for Each Lar	ge Industrial	Customer:
	pa Cu us:	sch month each Member C y separately for each of its astomers taking service un- ing that individual Large I mand (if any) or metered	s qualifying lader this tariful cultured in the contraction of the con	Large Industrial f, in each case stomer contract
(	,	or all Large Industrial Cust onthly Delivery Point Rat		• •
	(a)	A Demand Charge o	<u>f:</u>	
		All kW of billing de	mand at \$10.	15 per kilowatt.
		Plus,		
	(b	) An Energy Charge o	<u>f</u> :	
		All kWh per month a	at \$0.013715	per kWh.
	(c)	No separate transmis charges shall apply t		•
d. <u>(</u>	Charges:			
i c t	ndustrial alculated he higher lemand of alculated	customers taking service of the by multiplying the demand of the maximum integrated for the established contract of	under this raind charge rated metered the demand, if any charge con	y on behalf of each of its large te schedule a demand charge te contained in Section 7.c.2(a) by hirty-minute coincident peak my, plus an energy charge tained in Section 7.c.2(b) by the
DATE OF ISSUE December	28, 2007	EFFECTIVE Per Ord	ler of Commission	on
ISSUED BY		s Electric Corporation, 201 3 rd St., gnature of Officer)	Henderson, KY	12420

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO
	Original SHEET NO. 30
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. NO
(Name of Cimity)	SHEET NO
RULES AND RE	EGULATIONS
e. The Following adjustment clauses	and riders shall apply to service under this tariff:
Fuel Adjustment Clause	Rider No. 17
Environmental Surcharge	Rider No. 16
Rebate Adjustment	Rider No. $\overline{15}$
Unwind Surecredit	Rider No. 19
Member Rate Stability Mechan	nism River No. $\overline{18}$
Member Discount Adjustment	Rider River No. 12
f. <u>Billing:</u>	
month for the previous month serve Member shall pay Big Rivers in imafter the 24 th of the month. If Memprescribed period, Big Rivers may hereunder upon five (5) days writted discontinuance for non-payment shapes.	ter than the first working day after the 13 th of the ice hereunder for Large Industrial Customers. In a mediately available funds on the first working day aber shall fail to pay any such bill within such discontinue delivery of electric power and energy en notice to Member of its intention to do so. Such hall not in any way affect the obligation of Member of a particular Large Industrial Customer.
DATE OF ISSUE December 28, 2007 EFFECTIVE P	er Order of Commission
ISSUED BY Big Rivers Electric Corporation, 201 3' (Signature of Officer)	rd St., Henderson, KY 42420

					Coopera	ative's [	ry Served By Fransmission Syste23	em
					Origin	al	_SHEET NO	31
Big Rivers Electr					CANCE	ELLINC	G P.S.C. KY. NO	
(Name o	of Utility)						SHEET NO	
		All Marie Control of the Control of	RULES	AND REG	ULATIONS	S		
	g.	Billing Form:						
	BIG RIVE	RS ELECTRIC CORP.,		INVOICE 24. HENDERSON		024		
TO: LARGE INDUSTR CUSTOMER USAGE DEMAND	IAL SERVICE TIME	FROM DAY MM/DD	MM/DD/YYYY N	/ THRU METER	MM/DD/Y MULTIPLIER	YYYY kW		
ENERGY		PREVIOUS READING	PRESENT READING	DIFFERENCE	MULT.	kWH		
DEMAND			kW TIMES	\$0.00	EQUALS	\$0.00		
ENERGY			kWh TIMES	\$0.00	EQUALS	\$0.00		
MEMBER DISCOUNT ADJUSTMENT			AMOUNT			\$0.00		
POWER FACTOR PENT	ALTY	w/	kW TIMES	\$0.00	EQUALS	\$0.00		
ADJUSTMENT		p	kW TIMES	\$0.00	EQUALS	\$0.00		
FUEL ADJUSTMENT CLAUSE			kWh TIMES	\$0.00	EQUALS	\$0.00		
ENVIRONMENTAL SUF	CHARGE	waysaya	kWh TIMES	\$0.00	EQUALS	\$0.00		
UNWIND SURCREDIT			kWh TIMES	\$0.00	EQUALS	\$000		
MEMBER RATE STABI MECHANISM	LITY		AMOUNT			\$0.00		
REBATE ADJUSTMENT	-		AMOUNT			\$0.00		
ADJUSTMENT			kWh TIMES	\$0.00	EQUALS	\$0.00		
				TOTAL AMOUNT	DUE	<u>\$0.00</u>		
			1	MILLS PER kW	h	<u>\$0.00</u>		
	ACTUA \$0	LOAD FACTORAL\$0		BASI \$0		PEAK \$0		
DUE IN IMMEDIATEL	.Y AVAILAE	BLE FUNDS ON OR BEF	FORE THE FI	RST WORKING I	DAY AFTER THE	24 TH OF	THE MONTH	
DATE OF ISSUE	Decemb	per 28, 2007	EFF	ECTIVE Per	Order of Com	mission		

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420 (Signature of Officer)

			Cooperative'	tory Served By s Transmission Sys IO23	
					32
Big Rivers Ele	ctric Corr	poration			
	e of Utilit				
		RULES AND REGUL.	ATIONS	and the second s	
			ATIONS		
В.	CAB	LE TELEVISION ATTACHMENT:			
	1.	Applicability:			
		In all territory served by Big Rivers electric plant.	on poles ow	med and used by	Big Rivers for its
	2.	Availability:			
		To all qualified CATV operators have	ing the righ	nt to receive serv	ice.
	3.	Rental Charge:			
		The yearly rental charges shall be as	follows:		
		Two-party pole attachment v Three-party pole attachment	_		
		Two-party pole attachment v Three-party pole attachment		\$3.3 1 \$2.3	
		Two-party anchor attachmen Three-party anchor attachme		\$5.5 \$3.7	
	4.	Billing:			
		Rental charges shall be billed yearly as of the end of the preceding calend days after the bill is mailed. If the C within such fifteen (15) day period, upon fifteen days' written notice to	lar year. Pay CATV opera Big Rivers i	yment is due wit tor shall fail to p may discontinue	hin fifteen (15) bay any such bill service hereunder
DATE OF ISSU	JE Dece	mber 28, 2007 EFFECTIVE Per Ord	er of Commission	on	
ISSUED BY		Big Rivers Electric Corporation, 201 3 rd St., I (Signature of Officer)	Henderson, KY	42420	

			Cooperative's Transmission System P.S.C. KY. NO. 23
			Original SHEET NO. 33
Big Rivers Electric Corporation	······································		CANCELLING P.S.C. KY. NO
(Name of Utility)			SHEET NO
Maria de la companya	DIUE	C ANID	REGULATIONS
	KULE	S AND	REGULATIONS
5. <u>Specif</u>	fications:		
a.	requirements subsequent re-	of the N visions	vered by this tariff shall at all times conform to the National Electrical Safety Code, 1981 Edition, and is thereof, except where the lawful requirements of any be more stringent, in which case the latter will
b.	withstand the	transve of the	s covered by this agreement shall be sufficient to erse and vertical load imposed upon them under the National Electrical Safety Code assumed for the area cated.
DATE OF ISSUE December 28.		DATE	EFFECTIVE Per Order of Commission
ISSUED BY Big R	Rivers Electric Corpo (Signature of Office		01 3 rd St., Henderson, KY 42420

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO23		
		Original	SHEET NO	34
Big Rivers Electric Con		CANCELLIN	IG P.S.C. KY. NO	•
(Name of Util	ity)		SHEET NO	
	RULES ANI	D REGULATIONS		
6.	Billing Form:			
	Cable Television	INVOICE	INVOICE I DA'	NO ГЕ
	DESCRIPTION			
	Re: Cable Television Attac	chment Agreement		
	Yearly rental charge as set the Public Service Commi- 001.			
	Applicable Tariff		<u>Qty</u>	Rate
	Two-party pole attachmen Three-party pole attachme			\$3.14 \$2.23
	Two-party pole attachmen Three-party pole attachme			\$3.37 \$2.37
	Two-party anchor attachm Three-party anchor attachi			\$5.56 \$3.71
	Terms: Net Fifteen (15) I	Days		
	Direct any inquiry to Vice Phone: (270) 827-2		& Administrativ	ve Services
		Tot	al Amount Due	:
DATE OF ISSUE Dec	cember 28, 2007 DATE EF	FECTIVE Per Order of C	Commission	
ISSUED BY	Big Rivers Electric Corporation (Signature of Officer)	, 201 3 rd . St., Henderson, KY	42420	-
Issued By Authority of F	PSC Case No. 2007-00455, Order Dated			

						Cooperative'	tory Served By s Transmission Syst NO23	
						Original	SHEET NO	35
Big Rivers Elect	tric Corp of Utilit					CANCELLI	NG P.S.C. KY. NO.	
(14dille	or ouni	<i>y)</i>					SHEET NO	
Providence and the second seco				RULES A	ND REGU	LATIONS		
8.			S COGEI VER 100		'N AND SI	MALL POW	ER PRODUCTIO	ON PURCHASE
	a.		ability:					
		as a c	ogenerat	or or small	l power pro	oducer pursua	ative who qualifi ant to Regulation Commission.	
	b.	Appli	cability (	of Service:	<u>-</u>			
		with o	capacity nission F	over 100 k	xW as defir s 807 KAR	ned by the Ke	generation "quali entucky Public Se which contracts to	ervice
	c.	Term	s and Co	nditions:				
		(1)				ower product over 100 kW	ion facility must /.	
		(2)		ver from a Big River	• •	sed under thi	is tariff will be	
		(3)	reason	-	of voltage		ic power within a flicker, harmonic	
		(4)	-	•	reasonable perative's	•	or Big Rivers and	I
DATE OF ISSUE	EDec	ember 28.	2007	DATE EI	FFECTIVE_	Per Order of 0	Commission	
ISSUED BY			Rivers Elec			Henderson, KY		
Issued By Author	ity of PS	C Case No	` •	·	ed			

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO
	Original SHEET NO. 36
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. NO
(Name of Utility)	SHEET NO
	RULES AND REGULATIONS
(5)	QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
(6)	QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
	QF shall enter into a written contract with Big Rivers. All conditions applying to QF service shall be specified in the contract executed by the parties and are subject to the jurisdiction of the Kentucky Public Service Commission and to Big Rivers' terms and conditions regarding a QF then in effect. For contracts which cover the purchase of energy only, the term shall be one year and shall be self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be not less than 5 years and self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice.
d.	Definitions:
(1)	Big Rivers – "Big Rivers" shall mean Big Rivers Electric Corporation.
(2)	Member Cooperatives – As of the effective date of this tariff, "Member Cooperatives" means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
DATE OF ISSUE December 28.  ISSUED BY Big	Rivers Electric Corporation, 201 3 rd St., Henderson, KY 42420
	(Signature of Officer)

			ory Served By Transmission Syste D23	em
		Original	SHEET NO	37
Big Rivers Electric Corporation	_	CANCELLIN	G P.S.C. KY. NO.	
(Name of Utility)			SHEET NO	
	RULES AND REGUL	ATIONS		
(3)	QF – "QF" means a cogener production facility meeting t Facility of Section 4 of 807 l	he criteria for	•	
(4)	Inter Utility Market – "Intersupplier of wholesale electrication SEPA and the City of H	c service to B	ig Rivers other	

# e. Rates for Purchases from QFs:

# (1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the City of Henderson's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the City of Henderson's Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual variable fuel expense (EPR). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load.

#### Determination of CAP:

For the determination of CAP Big Rivers will determine at the time a QF signs a contract to deliver capacity the capacity proposed to be provided by the QF and will cause the QF to enter into a contract stating the CAP

DATE OF ISSUE	December 28, 2007 DATE EFFECTIVE Per Order of Commission
ISSUED BY	Big Rivers Electric Corporation, 201 3 rd St., Henderson, KY 42420 (Signature of Officer)
Issued By Authority o	of PSC Case No. 2007-00455, Order Dated

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO	Mary 15th - The Confession of
D. D. W		Original SHEET NO. 38	
Big Rivers Electric Cor (Name of Utili		CANCELLING P.S.C. KY. NO	
		SHEET NO	
		RULES AND REGULATIONS	
		limits. Big Rivers will pay for CAP at the above stated rate only Rivers' owned and previously arranged for capacity is not suffice meet its system demand.	
	(2)	Firm Energy Purchase Rates:	
		The Energy Purchase Rates (EPR) in \$ per megawatt hour, which payable to a QF for delivery of energy, shall be equal to Big Riveriable fuel expenses for Big Rivers' owned coal fired product facilities, divided by the associated megawatt-hours of generation determined for the previous month. The total amount of the average cost payment to be made to a QF in an hour is equal to [EQF] where EQF is the amount of megawatt-hours delivered by that hour and which are determined by suitable metering.	vers' actual ion on, as oided EPR x
f.	Paym	nent:	
	_	Rivers shall pay each bill for electric power rendered to it in accorderms of the contract, within 30 days of the date the bill is rendered.	
g.	Syste	em Emergencies:	
	or the	ng system emergencies, Big Rivers may discontinue purchases are QF may be required to provide energy or capacity in ordance with 807 KAR 5:054 – Section 6.	
h.	I <u>nter</u>	connections:	
	betw Coop make Mem	Rivers requires a three party interconnection agreement veen the QF Member, Big Rivers, and the Member perative prior to service under this tariff. Big Rivers shall e interconnections with the Member Cooperative, the QF mber, or both as required and the QF Member will pay for interconnection costs in accordance with 807 KAR 5:054 -	
DATE OF ISSUE De	cember 28	8, 2007 DATE EFFECTIVE Per Order of Commission	
ISSUED BY		Big Rivers Electric Corporation, 201 3 rd St., Henderson, KY 42420 (Signature of Officer)	

Big Rivers Electric Cor (Name of Utilis		Cooperative' P.S.C. KY. N Original	tory Served By s Transmission System IO. 23 SHEET NO. 39 NG P.S.C. KY. NO. SHEET NO.	
	RULES AND REG	GULATIONS		
	Section 6 and the interconnection	n agreement.		
i,	Loss Compensation:  Power and energy purchased by schedule which must be transmi system across or through utilitie tive shall be subject to an adjust QF and the point of delivery to the state of the point of delivery to the point of the point of delivery to the point of	itted to Big Rive es owned by a M ment to reflect le	rs' transmission ember Coopera- osses between the	

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order Dated

			Cooperative'	tory Served By s Transmission System NO23
			Original	SHEET NO. 40
Big Rivers Ele			CANCELLI	NG P.S.C. KY. NO
(Nam	e of Utilit	iy)		SHEET NO.
		RULES AND REGU	ILATIONS	
9.		RIVERS COGENERATION AND S IFF – OVER 100 KW:	MALL POW	ER PRODUCTION SALES
	a.	Availability:		
		Available to any Member Coopera of the Member Cooperative with c production facility (i) that has net which meets the criteria for Qualif Charges for the services under this to any member of the Member Coopower production facility shall be	ogeneration a output of less ying Facility tariff to any loperative with	nd/or small power than 5,000 kW and (ii). of 807 KAR 5:054 – Section 4. Member Cooperative for service a cogeneration and/or small
	b.	Applicability:		
		Applicable to purchases made by a service to any QF Member of a Mecapacity requirement of 100 kW or of 100 kW or more operating in exelectrically engineered so that it can with its own generation, for service Rivers' other rates. The QF Members of the provide all or part of its load with case that portion of the QF Members of the QF, shall be provided to the	ember Cooper r more with or cess of 200 h an meet part or e not covered per shall have its own generater's load require	rative with a total n-site generation ours per year, r all of its load by one of Big the option to ation in which irements not met
DATE OF ISSU		cember 28, 2007 DATE EFFECTIVE	Per Order of 0	

ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420 (Signature of Officer)

Big Rivers Electric C	Corporation		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23  Original SHEET NO. 41  CANCELLING P.S.C. KY. NO.
(Name of U		_	SHEET NO
		RULES AND REG	GULATIONS
	for th the Q the Q Mem more	e QF Member shall be pro F Member may sell all of t F Member's load requirem	* *
c.	<u>Defin</u>	<u>itions</u> :	
	(1)	Big Rivers – "Big Rivers Corporation.	s" shall mean Big Rivers Electric
	(2)	tariff, "Member Coopera	As of the effective date of this atives" means collectively, Purchase Energy Corporation l Electric Cooperative
	(3)	means sales of electric e	ction – "Off-System Transaction" nergy by Big Rivers other than to es and Henderson Municipal Power and Light.
	(4)	` `	eneration or small power ing the criteria for Qualifying 307 KAR 5:054.
	(5)	QF Member – "QF Mem Member Cooperative wi	nber" means a member of a th a QF.
	(6)	supplier of wholesale ele	Third Party Supplier" means any ectric service to Big Rivers other on Municipal Power and Light.
DATE OF ISSUE	December 28.	2007 DATE EFFECTI	VEPer Order of Commission
ISSUED BY		Big Rivers Electric Corporation, (Signature of Officer)	201 3 rd St., Henderson, KY 42420

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO23
			Original SHEET NO. 42
Big Rivers Electric			CANCELLING P.S.C. KY. NO
(Name of	Utility)		SHEET NO.
WINDOWS		RULES AND	REGULATIONS
C	d. <u>Conditions of</u>	f Service:	
	To receive se	ervice hereunder	, the Member Cooperative must:
	(1)	for electric ser Rivers. Such	the QF Member an executed, written contract rvice hereunder on terms acceptable to Big contract shall set forth any specific between the parties based on individual s and shall:
		(i)	Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and
		(ii)	If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and
		(iii)	If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and
		(iv)	Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and
DATE OF ISSUE_	December 28, 2007	DATE EFFE	CTIVE Per Order of Commission
ISSUED BY	Big Ri (Signat	ivers Electric Corpora ure of Officer)	tion, 201 3 rd St Henderson, KY 42420

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO23
		Original SHEET NO. 43
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO
(Name of Utility)		SHEET NO
		RULES AND REGULATIONS
	(2)	Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.
e.		ach QF Member, the Member Cooperative will be billed ally for:
	(1)	Supplementary Service (capacity and energy).
	(2)	Unscheduled Back-up Service, if any (capacity charge only).
	(3)	Maintenance Service (capacity and energy), if any.
	(4)	Excess Demand, if any.
	(5)	Additional charges, if any.
f.		hly Charges for Sales to a Member Cooperative for Service of Member:
	(1)	Supplementary Service:
		Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary
DATE OF ISSUE December 28.  ISSUED BY Big R		DATE EFFECTIVE Per Order of Commission  etric Corporation, 201 3 rd St., Henderson, KY 42420
=======================================		re of Officer)

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23
	Original SHEET NO. 44
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. NO
(Name of Ounty)	SHEET NO
	RULES AND REGULATIONS
	energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be according to the rates set forth in Big Rivers rate schedule C.4.d.:
(2)	Unscheduled Back-up Service:
	Unscheduled Back-up Demand is the QF Member's Maximum Unscheduled Capacity minus the Supplementary Billing Demand for the month. In months in which Maintenance Service has been Scheduled, appropriate credit for Scheduled Maintenance Demand shall be applied to the Unscheduled Back-up Demand such that the Member Cooperative will not be charged for Unscheduled Back-up Demand in addition to Scheduled Maintenance Demand when Scheduled Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:
	One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Unscheduled Back-up Service for the QF Members:
	Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance notice from the Member Cooperative. Said notice must
DATE OF ISSUE December 28, 2007	DATE EFFECTIVE Per Order of Commission
ISSUED BY Big Rivers E (Signal	lectric Corporation, 201 3 rd St., Henderson, KY 42420 ture of Officer)

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23
		Original SHEET NO. 45
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO
(Name of Utility)		SHEET NO
		RULES AND REGULATIONS
	(3)	specify the reduction in kWs and the basis for the lower requirement. All energy shall be billed as either supplementary energy or maintenance energy.  Maintenance Service:  Maintenance Service shall be available to a Member Cooperative to back-up a QF Member's QF only if the Member Cooperative has scheduled delivery of the maintenance services in advance with Big Rivers. The Member Cooperative may schedule up to four weeks of seven consecutive days each per year of such service for a QF Member, subject to scheduling of such usage by Big Rivers. The Member Cooperative may reschedule at anytime by giving forty-eight (48) hours notice to Big Rivers. Scheduled Maintenance Demand may not exceed the design capacity of the QF Member's QF. Maintenance Service will be available on an on-peak or off-peak basis. The selection of on-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member at any time. The selection of off-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member only during those hours not designated as on-peak. The designated on-peak hours are as follows:
		(i) Summer on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from May 1 through September 30.
DATE OF ISSUE December 28		DATE EFFECTIVE Per Order of Commission
ISSUED BY Big		ectric Corporation, 201 3 rd St., Henderson, KY 42420 ture of Officer)

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23
			Original SHEET NO. 46
Big Rivers Electric Corporation (Name of Utility)			CANCELLING P.S.C. KY. NO.
(Name of Othicy)			SHEET NO
	RULE	ES AND	REGULATIONS
		(ii)	Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.
		(iii)	Off-peak usage is defined as all power requirements not included in paragraph (i) or (ii).
	The c	_	for On-peak Maintenance Service shall be the
	(1)	\$1.83 week	5 per kW of Scheduled Maintenance Demand per , plus
		\$0.02	04 per kWh of Maintenance Energy; or
	(2)	block future Mem	of the price at the time of scheduling of a of energy obtainable by Big Rivers in the es market which is sufficient to meet the ber Cooperative's scheduled Maintenance ce requirements.
	(3)	The c	charges for Off-peak Maintenance Service shall be:
			5 per kW of Scheduled Maintenance Demand reek, plus
	shall	be the a	schedule C.4.d. (2) per kWh of maintenance energy amount of energy purchased by the Member for the QF Member in each hour during
DATE OF ISSUE December 28, 2007		DATE EF	FECTIVE Per Order of Commission
ISSUED BY Big Rivers (Signature)	Electric Corp	ooration, 2	01 3 rd St., Henderson, KY 42420

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO23		
			Original SHEET NO. 47		
Big Rivers Electric Corporation	••••		CANCELLING P.S.C. KY. NO		
(Name of Utility)			SHEET NO		
		RULES AND I	REGULATIONS		
			intenance Service up to ling the Scheduled Maintenance Demand in		
	(4)	Excess Demar	nd:		
		Excess Demand is the amount in any hour by which the actual demand, less any Maintenance Demand, exceeds the previously established Maximum Unscheduled Capacity. Charges for Excess Demand shall be in addition to the charges for Supplementary Service and shall be either:			
		(i)	One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or		
		(ii)	If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) \$7.37 per kW times the highest Excess Demand recorded during the month: or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transactions during the month times the sum of the Excess Demands measured during the month.		
		and ur	ivers shall be the sole determinant of when oder what circumstances it is required to t energy from a Third Party Supplier to		
DATE OF ISSUE <u>December 28.</u>	2007	DATE EFF	ECTIVE Per Order of Commission		
SSUED BY Big		ectric Corporation, 20	1 3 rd St., Henderson, KY 42420		

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO23
		Original SHEET NO. 48
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO
(Name of Utility)		SHEET NO
		RULES AND REGULATIONS
		provide Excess Demand.
	(5)	Additional Charges:
		Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.
	(6)	Interruptible Service:
		Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.
g.	Interd	connections:
	betwee prior connection connection	Rivers requires a three party interconnection agreement een the QF Member, Big Rivers, and the Member Cooperative to service under this tariff. Big Rivers shall make interections with the Member Cooperative, or the QF Member, th as required and the QF Member will pay for the interection costs in accordance with 807 KAR 5:054 – Section 6 the interconnection agreement.
h.	Syste	m Emergencies:
		ng System Emergencies, Big Rivers may discontinue sales cordance with 807 KAR 5:054 – Section 6.
		DATE EFFECTIVE Per Order of Commission
ISSUED BY Big I		ectric Corporation, 201 3 rd St., Henderson, KY 42420 ure of Officer)

	For All Territory Served By Cooperative's Transmission System
	P.S.C. KY. NO. 23
	Original SHEET NO. 49
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. NO.
(Name of Utility)	SHEET NO
RU	JLES AND REGULATIONS
; I aga Cam	nonnation
i. <u>Loss Com</u>	pensation:
schedule s delivery to of the QF Cooperati	d energy delivered by Big Rivers pursuant to this rate shall be metered at or compensated to Big Rivers' point of the Member Cooperative. Where metering Member's load is at a point of delivery on a Member ve's distribution system, metered demand and energy djusted to compensate for distribution losses prior to reunder.
DATE OF ISSUE December 28, 2007	DATE EFFECTIVE Per Order of Commission
ISSUED BY Big Rivers Electric ( (Signature of C	Corporation, 201 3 rd St., Henderson, KY 42420 Officer)

For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23 Original SHEET NO. 50 CANCELLING P.S.C. KY. NO. Big Rivers Electric Corporation (Name of Utility) SHEET NO.____ **RULES AND REGULATIONS** j. BILLING FORM: INVOICE BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420 TO: COGENERATOR AND SMALL POWER PRODUCER SALES ACCOUNT SERVICE FROM / / THRU DELIVERY POINTS USAGF: DEMAND / TIME / DAY METER MULT. kw Demand **BASE** PEAK AVERAGE BILLED POWER FACTOR kW BILLED SUPPLEMENTAL DEMAND kW BILLED UNSCHEDULED BACK-UP DEMAND kW BILLED MAINTENANCE DEMAND kW BILLED EXCESS DEMAND kW BILLED CUMULATIVE EXCESS DEMAND PREVIOUS PRESENT DIFFERENCE MULT. kWh USED ENERGY kWh USED SUPPLEMENTAL ENERGY kWh USED MAINTENANCE ENERGY SUPPLEMENTARY SERVICE kW TIMES \$ EQUALS DEMAND kW TIMES \$ **EQUALS** P/F PENALTY kWh TIMES \$ EQUALS **ENERGY** SUBTOTAL UNSCHEDULED BACK-UP SERVICE **DEMAND** kW TIMES \$ EQUALS \$ MAINTENANCE SERVICE ON-PEAK kW TIMES \$____ EQUALS \$ DEMAND PER-WEEK (IF APPLICABLE) kWh TIMES \$____ ENERGY (IF APPLICABLE) EQUALS \$ SCHEDULED ENERGY BLOCK (IF APPLICABLE TOTAL AMOUNT DUE DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420 (Signature of Officer)

For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO. 23 Original SHEET NO. 51 Big Rivers Electric Corporation CANCELLING P.S.C. KY. NO._____ (Name of Utility) __SHEET NO._____ **RULES AND REGULATIONS** OFF-PEAK kW TIMES \$____ EQUALS DEMAND PER-WEEK kWh TIMES \$____ **EQUALS ENERGY** SUBTOTAL EXCESS SERVICE kW TIMES \$____ **EQUALS** EXCESS DEMAND (IF APPLICABLE) kW TIMES \$____ CUMMULATIVE EXCESS DEMAND (IF APPLICABLE)
IMPORTED EXCESS ENERGY (IF APPLICABLE) **EQUALS** kWh TIMES \$____ **EQUALS** TOTAL AMOUNT DUE ADDITIONAL CHARGES TOTAL AMOUNT DUE LOAD FACTOR MILLS PER kWh ACTUAL DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH. DATE OF ISSUE December 28, 2007 DATE EFFECTIVE Per Order of Commission ISSUED BY Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420 (Signature of Officer) Issued By Authority of PSC Case No. 2007-00455, Order Dated ___

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO
			Original SHEET NO. 52
Big Rivers Elect		-	CANCELLING P.S.C. KY. NO
(Name of Utility)			SHEET NO
			RULES AND REGULATIONS
10.	BIG RIVER	S LARC	SE INDUSTRIAL CUSTOMER EXPANSION RATE:
	a.	<u>Appli</u>	cability:
		This s	schedule shall be applicable as follows:
		(1)	To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule 9, that either initially contracts for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
		(2)	To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer was in existence and served under the then effective Big Rivers Large Industrial Customer Rate Schedule any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand.
		(3)	To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer's load was in existence and served through a Rural Delivery Point as defined in A.1.a.(3) of this Transaction Tariff; (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least
DATE OF ISSUE	December 28	. 2007	DATE EFFECTIVE Per Order of Commission
ISSUED BY	Big	Rivers Ele (Signati	ectric Corporation, 201 3 rd St., Henderson, KY 42420 ure of Officer)

		Cooperative's Transmission System P.S.C. KY. NO. 23
		Original SHEET NO. 53
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO
(Name of Utility)		SHEET NO.
	***************************************	RULES AND REGULATIONS
		five (5) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in A.1.a.(2).
b.	<u>Availa</u>	ability:
	Rivers item ( criteri alterna "Spec	schedule is available to any of the Member Cooperatives of Big s for service to large industrial or commercial loads as specified in b) defining applicability. For all loads meeting the applicability a below, no other Big Rivers tariff rate will be available. As an ative to this rate schedule, the Member Cooperative may negotiate a ial Contract Rate" with Big Rivers for application on a case by case for loads meeting the applicability criteria below.
c.	<u>Condi</u>	itions of Service
	To rec	ceive service hereunder, the Member Cooperative must:
	(1)	Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
	(2)	Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.
d.	<u>Defin</u>	itions:
	(1)	Base Year – "Base Year" shall mean the twelve (12) calendar months from September 1998 through August 1999.
DATE OF ISSUE December 28.	2007	DATE EFFECTIVE Per Order of Commission
ISSUED BY Big F		ctric Corporation, 201 3 rd St., Henderson, KY 42420 re of Officer)

		Cooperative's Transmission System
		P.S.C. KY. NO. 23
		Original SHEET NO. 54
Big Rivers Electric Corporation		CANCELLING P.S.C. KY. NO
(Name of Utility)		SHEET NO
	RULES AND REGU	JLATIONS
(2	) Big Rivers – "Big Corporation.	Rivers" shall mean Big Rivers Electric
(3		- "Existing Customer" shall mean any other Cooperative served as of
(4	tariff, "Member Co Kenergy Corp., Jac	ives – As of the effective date of this coperatives" shall mean collectively, ckson Purchase Energy Corporation, Rural Electric Cooperative
(5	,	New Customer" shall mean any customer of a ive commencing service on or after September 1,
(6	Open Access Tran	shall mean Big Rivers' effective smission Tariff filed at the Federal Commission and/or the Kentucky mmission.
(7	SEPA – "SEPA" s Administration.	hall mean the Southeastern Power
3)		ier – "Third-Party Supplier" shall mean any ale electric service to Big Rivers other than
DATE OF ISSUE December 28, 200	7 DATE EFFECTIV	VE Per Order of Commission
	rs Electric Corporation, 201 3 rd Signature of Officer)	St., Henderson, KY 42420

# **Error**

An error occurred while processing this page. See the system log for more details.

	For All Territory Served By Cooperative's Transmission System
	P.S.C. KY. NO. 23
	Original SHEET NO. 56
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. NO
(Name of Utility)	SHEET NO
	RULES AND REGULATIONS
(1)	Expansion Dernand and Expansion Energy Rates:
	The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems, and all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system.
(2)	Expansion Demand Transmission Rate
	Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in Big Rivers' OATT applied to each kW taken as Expansion Demand.
(3)	Ancillary Services Rates for Expansion Demand and Expansion Energy:
	Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate
DATE OF ISSUE December 28, 2007	DATE EFFECTIVE Per Order of Commission
ISSUED BY Big Rivers E. (Signa	lectric Corporation, 201 3 rd St., Henderson, KY 42420 ture of Officer)

CANCELLING P.S.C. KY. NO.  SHEET NO.  RULES AND REGULATIONS  schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.  (4) Big Rivers Adder  In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.			For All Territory Served By
Original SHEET NO. 57  CANCELLING P.S.C. KY. NO. SHEET NO. SHE NO. SHEET NO. SHEET NO. SHEET NO. SHEET NO. SHEET NO. SHEET NO.			
CANCELLING P.S.C. KY. NO.  (Name of Utility)  RULES AND REGULATIONS  schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.  (4) Big Rivers Adder  In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.			F.S.C. R1. NO
RULES AND REGULATIONS  schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.  (4) Big Rivers Adder  In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.			Original SHEET NO. 57
RULES AND REGULATIONS  schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.  (4) Big Rivers Adder  In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.			CANCELLING P.S.C. KY. NO
schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.  (4) Big Rivers Adder  In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.	(Name of Utility)		SHEET NO
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ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating Reserve - Supplemental Reserve Service.  (4) Big Rivers Adder  In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.			RULES AND REGULATIONS
In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.			ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling, System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve - Spinning Reserve Service; and (6) Operating
and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.		(4)	Big Rivers Adder
			and (3), Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying
SSUED BY Big Rivers Electric Corporation 201 3 rd St. Henderson, KV 42420	DATE OF ISSUE December 2	28, 2007	DATE EFFECTIVE Per Order of Commission
	ISSUED BY Bi	ig Rivers Fl	ectric Corporation, 201 3 rd St., Henderson, KV 42420

	Cooperative's Transmission System P.S.C. KY. NO. 23			
	Original SHEET NO. 58			
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. NO			
(Name of Utility)	SHEET NO.			
	SHEET NO			
RULES ANI	D REGULATIONS			
g. BILLING FORM:				
INVO BIG RIVERS ELECTRIC CORP., I	ICE P.O. BOX 24, HENDERSON, KY 42420			
	ACCOUNT ICE FROM / / THRU / / USAGE:			
DEMAND / TIME / DAY POWER FACTOR BASE PEAK	METER MULT. kW DEMAND AVERAGE BILLED			
EXPANSION DEMAND ENERGY PREVIOUS PRESENT EXPANSION ENERGY	kW BILLED DIFFERENCE MULT. kWh USED kWh USED			
EXPANSION DEMAND & EXPANSION ENERGY				
EXPANSION DEMAND, INCLUDING LOSSES	kW TIMES \$ EQUALS \$			
P/F PENALTY	kw Times \$ EQUALS \$			
EXPANSION ENERGY, INCLUDING LOSSES OTHER EXPANSION SERVICE CHARGES SUBTOTAL	kWh TIMES \$ EQUALS \$ EQUALS \$ \$			
EXPANSION DEMAND TRANSMISSION				
LOAD RATIO SHARE OF NETWORK LOAD	\$			
EXPANSION DEMAND & EXPANSION ENERGY ANCILLAR	RY SERVICES			
SCHEDULING, SYSTEM CONTROL & DISPATCH REACTIVE SUPPLY & VOLTAGE CONTROL FROM REGULATION & FREQUENCY RESPONSE SERVI ENERGY IMBALANCE SERVICE OPERATING RESERVE-SPINNING RESERVE SE OPERATING RESERVE-SUPPLEMENTAL RESERV	M GENERATION SOURCES SERVICE \$ CE \$ RVICE \$			
BIG RIVERS ADDER EXPANSION DEMAND	kw TIMES \$ EQUALS \$			
TOTAL AMOUNT DUE	\$			
LOAD FACTOR				
ACTUAL MILLS PER kWh				
DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEF MONTH.	FORE THE FIRST WORKING DAY AFTER THE 24 th OF THE			
DATE OF ISSUE <u>December 28, 2007</u> DATE E	FFECTIVE Per Order of Commission			
ISSUED BY Big Rivers Electric Corporation. (Signature of Officer)	201 3 rd St., Henderson, KY 42420			

				Cooperative' P.S.C. KY. N		59
Big Rivers Elect			nadona.	CANCELLI	NG P.S.C. KY. NO.	
(Name	of Util	lity)		Market	SHEET NO	
			RULES AND I	REGULATIONS		
11.		RIVERS	S ELECTRIC CORPOR IDER:	CATION VOLUNT	ARY PRICE CU	<u>RTAILABLE</u>
	a.	Availa	<u>bility:</u>			
		conjunc Curtail	ider is available to the ction with any of Big able Service offered by ners) capable of curtailing	g Rivers' standard a Member Cooper	tariffs or spec- rative to individu	ial contracts, for all customers (CS
	b.	Conditi	ions of Service:			
		(1)	Any request for curta through its Member C Big Rivers shall set for Rider.	Cooperatives. Each	request for curta	ilment made by
		(2)	Each curtailment will accept or decline the			
		(3)	Big Rivers and the M method which shall be request under the promeans of communical shall designate the CS notification. The Medelivering and acting	be used to notify each visions of this Ride thing such curtailmes Customer's representative in the cooperative in the cooperati	ch CS Customer of er. The method sl ent (e.g., telephones sentative(s) to reconstitutes	of a curtailment thall specify the se, pager) and ceive said onsible for
		(4)	Big Rivers will endea requests for curtailmed duration of such curta Curtailment, the load curtailed with as little	ents under this Ride ailments. However of the CS Custome	er including an es , upon acceptancer, subject to thos	timate of the e of the Terms of the terms, shall be
DATE OF ISSUE	ED	ecember 28	. 2007 DATE EFF	ECTIVE Per Order of C	Commission	
ISSUED BY		Big	Rivers Electric Corporation, 20 (Signature of Officer)	1 3 rd St., Henderson, KY	42420	nations.

				itory Served By 's Transmission System NO23	em
			Original	SHEET NO	60
Big Rivers Electric Co			CANCELLI	NG P.S.C. KY. NO.	
(Name of Uti	my)			SHEET NO	
***************************************		RULES AND	REGULATIONS		
	(5)	No responsibility or Big Rivers for, or on by or resulting from, or curtailment of ser	account of, any loss, either directly or in	, cost, expense or directly, any notic	damage caused ce of curtailment
	(6)	Big Rivers reserves t ability to curtail its le considered by Big R	oad. Inability to pro	vide verification	will be
	(7)	The Member Cooper for any curtailment palready down for an as a result of vacation strike or any event of	period in which a CS extended period due on, renovation, repair	Customer's curta to a planned or u r, refurbishment, f	ailable load is inplanned outage force majeure,
c.	<u>CS C</u>	urtailment Profiles:			
		ach of its CS Customer ilment Profile Form. (			
	(1)	The maximum numbability to curtail.	per of hours per day	that the CS Custo	mer has the
	(2)	The maximum number by month that the CS			consecutive days
	(3)	The Minimum Curta curtail.	nilment Price at whic	h each CS Custor	ner is willing to
	(4)	The Minimum Curta Demand curtailable			rtailable
DATE OF ISSUE D	ecember 28.	2007 DATE EFI	FECTIVE Per Order of C	Commission	
ISSUED BY	Big I	Rivers Electric Corporation, 20 (Signature of Officer)	01 3 rd St., Henderson, KY 4	2420	_

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO
	Original SHEET NO. 61
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. NO
(Name of Utility)	SHEET NO
	RULES AND REGULATIONS

(5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

## d. Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands of each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customers' Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

## e. Terms of Curtailment:

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

(1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.

DATE OF ISSUE	December 28, 2007 DATE EFFECTIVE Per Order of Commission			
ISSUED BY	Big Rivers Electric Corporation, 201 3 rd St., Henderson, KY 42420 (Signature of Officer)			
Issued By Authority of PSC Case No. 2007-00455, Order Dated				

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. NO
		Original SHEET NO. 62
Big Rivers Electric Corporate	ion	CANCELLING P.S.C. KY. NO
(Name of Utility)		SHEET NO
	RULES AND RE	GULATIONS
(3	2) The requested curtailmo Rivers.	ent duration in clock hours to be established by Big
(	Curtailment Price shall	be paid by Big Rivers for each curtailment. The be determined by Big Rivers on a case by case hall not be less than the Minimum Curtailment
(	4) The Member Cooperati specify:	ve shall specify or arrange for the CS Customer to
		(W (Curtailable Demand) that will be curtailed ilment period, which shall not be less than the ilable Demand.
	purchased by th which shall be t	Curtailment Period Demand (MCPD) to be e CS Customer during the curtailment period, ne maximum hourly demand to be delivered by Big ember Cooperative for resale to the CS Customer.
ī t	<u> </u>	ent for each curtailment period shall be equal to Energy times the Curtailment Price for each
g. <u>1</u>	Monthly Savings Payment:	
c c I t	of the Curtailment Savings Pay computed for Excess Energy. directly to the Member Cooper provided with each Monthly Sa o each CS Customer. This am	onthly Savings Payment shall be equal to the sum ments for the calendar month, less any charges The Monthly Savings Payment will be paid ative by check or billing credit. A statement will be avings Payment showing the amounts attributable ount will be recorded in the Rural Utilities accounts – Electric under Other Power Supply
DATE OF ISSUE Decemb	per 28, 2007 DATE EFFEC	TIVE Per Order of Commission
ISSUED BY	Big Rivers Electric Corporation, 201 3 (Signature of Officer)	rd St., Henderson, KY 42420

			tory Served By s Transmission Sys IO. 23	tem
		Original	SHEET NO	63
Big Rivers Electric Corp		CANCELLI	NG P.S.C. KY. NO.	
(Name of Utilit	у)		SHEET NO	
	RULES AND R	EGULATIONS		
	Expenses, Account 557 – Othe cost is preserved.	er Expenses, such	that the separate	identity of this
h.	Charges For Excess Energy:			
	For any CS Customer whose CkW, should the Hourly Curtail Demand in any hour of the curhour shall be the difference be the Curtailable Demand. There who's Curtailable Demand is any hourly Excess Demands.	led Demand be les rtailment period, the tween the Hourly re will be no Exces	s than 75% of the nen the Excess I Curtailed Demand ss Demand for a	e Curtailable Demand for that and and 75% of any CS Customer
	Any Excess Energy recorded of 150% of the Curtailment Price standard applicable rate for ele Curtailed Demand is less than not, at its discretion, allow sucopportunities.	e, in addition to the ectric service. For 75% of their Curt	e charges contair any CS Custom ailable Demand,	ned in the er who's Hourly Big Rivers may
i.	Term:			
	Contracts under this Rider may shall remain in effect thereafted days' written notice prior to the discontinue service under the	er until either party ne start of the next	provides to the year of its intent	other at least 30
j.	Special Terms and Conditions	<u>:</u>		
	CS Customer information, inc shall remain confidential.	luding, but not lim	ited to, CS Curt	ailment Profiles,
DATE OF ISSUE Dec	ember 28, 2007 DATE EFFE	CTIVE Per Order of C	ommission	
ISSUED BY	Big Rivers Electric Corporation, 201 (Signature of Officer)	3 rd St., Henderson, KY 4	2420	