



With respect to Maintenance Power Service<sup>3</sup> and Back Up Power Service,<sup>4</sup> the new LICSS tariff requires a customer to pay “the higher of” the retail price of energy in Big Rivers’ LIC Tariff or the wholesale price of MISO market energy in any hour in which the customer is using Maintenance or Back Up energy. The LICSS Tariff states:

*Energy Charges: All Maintenance Power/Back Up Power energy usage shall be billed at the higher of the charges of Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff schedule or the market price, which shall include the energy charge Big Rivers would have had to pay to provide service to the Member Cooperative for the Standby Customer, plus any transmission charges, MISO fees, or other costs. (Emphasis added)*

The Commission’s Order in Case No. 2021-00289 summarized this provision, stating that for Maintenance/Back Up Power Service, energy usage is “*billed at higher of Standard LIC Energy rate or market price.*”<sup>5</sup>

### **Billing Of Kimberly-Clark Under The LICSS Tariff**

Kimberly-Clark operates an approximately 34 MW paper mill that manufactures personal hygiene products in Owensboro, Kentucky. The Owensboro Mill installed a natural gas turbine cogeneration unit that went online in mid-2021. The cogeneration unit provides approximately 14 MW of power to the Mill while the waste heat from the unit is used in Kimberly-Clark’s manufacturing process.

The Companies have billed Kimberly-Clark for Maintenance and Back Up energy usage under the LICSS tariff since approximately March of 2022. Since the outset of Kimberly-Clark’s

---

<sup>3</sup> Maintenance Power Service is defined as “a service which provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during scheduled outages or interruptions of the Standby Customer’s own generation.” Big Rivers Tariff Sheet No. 69.01.

<sup>4</sup> Back Up Power Service is defined as “a service which provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer to replace energy generated by the Standby Customer’s own generation during an unscheduled outage or other interruption of the Standby Customer’s own generation.” Big Rivers Tariff Sheet No. 69.01.

<sup>5</sup> Order at 7.

service under LICSS, Big Rivers has incorrectly applied the fuel adjustment clause (FAC) charge<sup>6</sup> and the Non-Smelter Non-FAC Purchase Power Adjustment (PPA)<sup>7</sup> to Maintenance and Back Up energy that is billed at the “higher” market price for energy. The FAC and the PPA are tariff energy charges/credits applied to all Big Rivers’ tariff customers for retail power service. They are not a component of the MISO market price for energy. The levying of these charges/credits on Maintenance and Back Up energy billed at market, per the LICSS tariff, violates the plain language of the LICSS tariff because Big Rivers’ FAC and PPA are not included in “*the energy charge Big Rivers would have had to pay to provide service to the Member Cooperative for the Standby Customer, plus any transmission charges, MISO fees, or other costs.*”

The LICSS Tariff specifically states that Maintenance/Back Up energy is billed at “the higher of” Big Rivers’ retail rate for LIC energy (the LIC rate and Big Rivers’ FAC and Non-Smelter Non-FAC PPA) or the wholesale MISO market price and any transmission and MISO fees or other costs; whichever is higher. The LICSS Tariff does not allow Kenergy and Big Rivers to mix and match the higher MISO market energy charge (which already includes the cost of fuel) and its retail riders (the FAC and PPA).

### **Dollar Impact of Incorrect Billing**

Attachment 2 to this Complaint includes each of Kenergy’s bills to Kimberly-Clark in which Kenergy applied the FAC and PPA to Maintenance and Back Up energy that was billed at the higher wholesale MISO market price in violation of the LICSS Tariff (March 2022 through December 2022). For illustrative purposes, the mechanism for this incorrect billing can be

---

<sup>6</sup> The FAC is a mechanism that permits utilities to regularly adjust the price of electricity to reflect fluctuations in the cost of fuel, or purchased power, used to supply that electricity. It provides for periodic adjustment per KWH of sales equal to the difference between the fuel costs per KWH sale in the base period. See 807 KAR 5:056

<sup>7</sup> The Non-Smelter Non-FAC PPA was first approved in Big Rivers 2011 Rate Case to credit or charge customers for the difference between the amount of non-FAC purchased power costs for non-smelters included in base rates and the amount it actually incurs in a regulatory account and to amortize the account balance as of June 30 each year over a 12-month period. See Case No. 2011-00036; Order (November 17, 2011) pp. 33-34.

observed in Kimberly-Clark's March 2022 bill<sup>8</sup> which shows the Firm, Maintenance and Back Up Power that it consumed in that month (excerpt from March 2022 bill below):

██████████	██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████	██████████

Per the LICSS tariff, Kenergy should have only applied the FAC and PPA to the ██████████ KWH of Firm Power that was billed at the LIC tariff rate. But instead, Kenergy applied the FAC and PPA to all ██████████ KWH of Firm, Maintenance and Back Up Power energy despite the fact that Maintenance and Back Up Power were billed at the higher MISO wholesale rate<sup>9</sup> (shown in excerpt below).

██████████	██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████	██████████

The LICSS tariff does not allow Kenergy to apply the FAC and PPA to Maintenance and Back Up Power billed at the higher market price. As a result of Kenergy's incorrect bill, Kimberly-Clark paid ██████████ in excess FAC and PPA costs in March of 2022; and a total of ██████████ in excess FAC and PPA costs from March 2022 through December 2022.<sup>10</sup> Kimberly-Clark's calculation of the excessive FAC and PPA costs for each month is detailed below:

<sup>8</sup> See CONFIDENTIAL Attachment 2, p. 1.  
<sup>9</sup> We know that Maintenance and Back Up Power was billed at the higher market price (and not the LIC Tariff rate) because the average energy charge for Maintenance power in this month was ██████████ (calculated as ██████████ KWH); and the energy charge for Back Up power was ██████████ (calculated as ██████████ KWH). These charges are higher than the \$0.0380500 LIC Tariff energy charge.  
<sup>10</sup> The amount of the overcharged fluctuates each month depending on the amount of Maintenance/Back Up energy consumed and the FAC and PPA rate in a given month.

<b>Service Month (2022)</b>	<b>FAC</b>	<b>PPA</b>	<b>Total Overcharge</b>
March	██████	██████	██████
April	██████	██████	██████
May	██████	██████	██████
June	██████	██████	██████
July	██████	██████	██████
August	██████	██████	██████
September	██████	██████	██████
October	██████	██████	██████
November	██████	██████	██████
December	██████	██████	██████
<b>TOTAL</b>	██████	██████	██████

Therefore, Kimberly-Clark respectfully petitions the Commission for an Order requiring Kenergy and Big Rivers to cease applying the FAC and PPA to Maintenance and Back Up energy that is billed at the higher market price for energy. Kimberly-Clark also requests that Kenergy and Big Rivers issue a refund of all amounts billed since March 2022 using this incorrect methodology.

In support of its request, Complainant states as follows:

**COMMISSION JURISDICTION**

1. The Kentucky Public Service Commission has jurisdiction and venue to hear this complaint under KRS 278.260, KRS 278.270, KRS 278.040, KRS 278.030 and 807 KAR 5:001, Section 20.

**PARTIES**

2. Kimberly-Clark Corporation is a Delaware corporation. Its corporate office address is as follows:

Kimberly-Clark Corporation  
351 Phelps Drive  
Irving, Texas, 75038-6507

3. Counsel for Complainant is:

Kurt J. Boehm, Esq.  
Jody Kyler Cohn, Esq.  
BOEHM, KURTZ & LOWRY  
36 East Seventh Street, Suite 1510  
Cincinnati, Ohio 45202  
Ph: 513.421.2255; Fax: 513.421.2764  
[kboehm@bkllawfirm.com](mailto:kboehm@bkllawfirm.com)  
[jkylercohn@bkllawfirm.com](mailto:jkylercohn@bkllawfirm.com)

4. Defendant Big Rivers Electric Corporation is a rural electric cooperative corporation organized pursuant to KRS Chapter 279 and is subject to the jurisdiction of the Public Service Commission. Big Rivers' office address is as follows:

P.O. Box 20015  
Owensboro, Kentucky 42304

Counsel for Defendant Big Rivers is:

Tyson Kamuf  
Senthia Santana  
710 West Second Street  
Owensboro, Kentucky 42301

5. Defendant Kenergy Corp. is a non-profit rural electric distribution cooperative organized under KRS Chapter 279 and is subject to the jurisdiction of the Public Service Commission. Kenergy's office address is as follows:

6402 Old Corydon Rd  
P.O. Box 18  
Henderson, KY 42419

Counsel for Defendant Kenergy Corp. is:

J. Christopher Hopgood  
DORSEY, GRAY, NORMENT & HOPGOOD  
318 Second Street  
Henderson, KY 42420

## **BACKGROUND**

6. The Commission approved Kenergy and Big Rivers’ proposed LICSS Tariff on March 3, 2022 in Case No. 2021-00289. The LICSS tariff is available *“to any large industrial customer of the Member Cooperative having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes, who requests supplemental, maintenance or backup power, and who has or enters into a special contract that provides rates for electric service other than supplemental, maintenance or backup power...”*<sup>11</sup>
7. Kimberly-Clark’s Owensboro facility purchases approximately 20 MW of firm power from Kenergy and Big Rivers and operates an approximately 14 MW natural gas turbine cogeneration unit at its Owensboro facility, which constitutes a “Qualifying Facility” (“QF”) under the Public Utility Regulatory Policies Act of 1978 (“PURPA”).
8. Kimberly-Clark’s cogeneration unit came online in 2021 and has been subject to the LICSS Tariff since it was approved by the Commission on March 3, 2022 in Case No. 2021-00289.
9. The LICSS tariff states that standby service customers are subject to the *“provisions of the Standard Rate Schedule LIC – Large Industrial Customer tariff schedule and all applicable adjustment clauses and riders shall apply to Supplemental Power Service, Maintenance Power Service and Back Up Power Service except where noted otherwise.”*<sup>12</sup>

---

<sup>11</sup> Big Rivers Sheet No. 69.

<sup>12</sup> Big Rivers Electric Corporation’s Rates, Terms and Conditions for Furnishing Electric Service. Big Rivers Sheet No. 69.01.

10. The LICSS tariff states that Supplemental Power energy:<sup>13</sup>

*“... shall be the actual measured energy excluding Maintenance Power energy and Back up Power energy sold to the Standby Customer in each month...”<sup>14</sup> “All Supplemental Power shall be billed under the terms and charges of Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff schedule.”<sup>15</sup>*

11. For Maintenance Power and Back Up Power energy usage, the LICSS tariff states:

*“All Maintenance Power/Back Up Power energy usage shall be billed at the higher of the charges of Big Rivers’ Standard Rate Schedule LIC - Large Industrial Customer tariff schedule or the market price, which shall include the energy charge Big Rivers would have had to pay to provide service to the Member Cooperative for the Standby Customer, plus any transmission charges, MISO fees, or other costs.”<sup>16</sup>*

**Kenergy and Big Rivers Have Incorrectly Applied the FAC and PPA Charges/Credits To Maintenance and Back Up Energy Billed At The Higher MISO Wholesale Price of Energy**

12. Big Rivers has applied an FAC and PPA charge to Maintenance and Back Up energy that is billed to Kimberly-Clark at the higher market price for energy.<sup>17</sup>

13. This violates the plain language of the LICSS Tariff because Big Rivers’ FAC and PPA are not included in the list of costs an LICSS customer pays for Maintenance/Back Up energy when market energy is higher than LIC tariff energy charges. The FAC and PPA are not a component of *“the energy charge Big Rivers would have had to pay to provide service to the Member Cooperative for the Standby Customer, plus any transmission charges, MISO fees, or other costs.”*

---

<sup>13</sup> “Supplemental Power Service” – a service which provides transmission capacity to the Standby Customer as well as the energy and capacity requirements for use by the Standby Customer’s facility in addition to the electric power which the Standby Customer ordinarily generates on its own. Big Rivers Tariff Sheet No. 69.

<sup>14</sup> Big Rivers Sheet No. 69.02

<sup>15</sup> Big Rivers Sheet No. 69.02.

<sup>16</sup> Big Rivers Sheet No. 69.04

<sup>17</sup> See CONFIDENTIAL Attachment 2



14. The LICSS Tariff allows Kenergy and Big Rivers to charge either a retail Maintenance/Back Up energy charge (the LIC rate, the FAC and Non-Smelter Non-FAC PPA) or a wholesale Maintenance/Back Up energy charge based on the MISO market; whichever is higher, but not a combination of both retail and wholesale charges for the same unit of energy.
15. The LICSS Tariff does not contain any provision that allows Kenergy and Big Rivers to apply an FAC and PPA charge to Maintenance and Back Up energy that is billed at the higher wholesale market price for energy.
16. The Commission’s Order in Case No. 2021-00289, which established the LICSS Tariff, does not allow Kenergy and Big Rivers to apply the FAC and the PPA to energy that is billed at the higher wholesale market price for energy. That Order states that Maintenance Power/Back Up Power Service energy usage is billed at the “*higher of Standard LIC Energy rate or market price.*”<sup>18</sup>
17. The wholesale market price, plus the FAC and the PPA, that Kenergy and Big Rivers is charging Kimberly-Clark for Maintenance Power/Back Up Power Service is not the “market price” of energy and therefore violates the Commission’s Order in Case No. 2021-00289.

**Adding Retail FAC And PPA Charges/Credits To Wholesale  
Market Energy Procured For A Standby Service Customer  
Is Not Just And Reasonable**

18. Requiring LICSS customers to pay retail FAC and PPA charges on energy usage priced at wholesale market rates is unfair, unjust, unreasonable, and discriminatory.

---

<sup>18</sup> Case No. 2021-00289, Order (March 3, 2022) p. 7

19. The monthly FAC and PPA charges/credits, reflect the totality of Big Rivers' energy costs (coal, natural gas, and economy purchased power costs; minus replacement costs related to forced outages) to serve retail load, compared to the amount of fuel costs included in base rates.
20. In contrast, wholesale energy from the MISO market already includes the price of fuel that produced the wholesale energy. Applying retail fuel charges in addition to the market price constitutes a double-charge for fuel when applied to the same unit of energy.
21. Purchased power costs recovered through the FAC and PPA are costs incurred when Big Rivers buys power from the market to serve retail load, generally during hours in which Big Rivers' units are down or when the wholesale price is less than Big Rivers' costs of generating energy. Therefore, when an LICSS customer is billed the "higher" wholesale price for market power and the FAC and PPA for the same kilowatt hour, that customer is paying for purchased power twice on the same unit of energy. Applying retail purchased power to the MISO price constitutes a double-charge for purchased power.
22. No valid rationale supports adding retail FAC and PPA charges/credits to wholesale market energy procured for a standby service customer.

## **BASIS FOR COMPLAINANT'S CLAIMS**

23. The Commission-approved LICSS Tariff states that *“all Maintenance Power/Back Up Power energy usage shall be billed at the higher of the charges of Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff schedule or the market price, which shall include the energy charge Big Rivers would have had to pay to provide service to the Member Cooperative for the Standby Customer, plus any transmission charges, MISO fees, or other costs.”*
24. KRS 278.030(1) provides that Kentucky utilities *“may demand, collect and receive fair, just and reasonable rates for the services rendered or to be rendered by it to any person.”*
25. 18 C.F.R. 292.305 (part of the federal PURPA regulations) provides that rates for sales to Qualifying Facilities shall be just and reasonable and in the public interest, nondiscriminatory, and cost-based.
26. Similarly, Kentucky’s PURPA regulation, 807 KAR 5:054, at Section 6(5), provides that *“[r]ates for sale [to a qualifying facility] shall be just and reasonable, in the public interest and nondiscriminatory. Rates for sale which are based on accurate data and consistent system costing principles shall not be considered to discriminate against any qualifying facility to the extent that such rates apply to the utility's other customers with similar load or cost-related characteristics. If a utility provides back-up or supplementary power to a qualifying facility, then costs associated with that capacity reservation are properly recoverable from the qualifying facility.”*

**REQUESTED RELIEF**

**WHEREFORE**, Complainant respectfully petitions the Commission for an Order requiring Kenergy and Big Rivers to cease applying the FAC and Non-Smelter Non-FAC PPA to Maintenance and Back Up energy that is billed at the “higher” market price for energy. Complaint also requests that Kenergy and Big Rivers issue a refund of all amounts billed since March 2022 using this incorrect methodology.

Respectfully submitted,

/s/ Kurt J. Boehm

Kurt J. Boehm, Esq.

Jody Kyler Cohn, Esq.

BOEHM, KURTZ & LOWRY

36 East Seventh Street, Suite 1510

Cincinnati, Ohio 45202

Ph: 513.421.2255; Fax: 513.421.2764

[kboehm@bkllawfirm.com](mailto:kboehm@bkllawfirm.com)

[jkylercohn@bkllawfirm.com](mailto:jkylercohn@bkllawfirm.com)

**COUNSEL FOR KIMBERLY-CLARK  
CORPORATION**

February 20, 2023

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

KIMBERLY-CLARK CORPORATION :  
Complainant :  
v. :  
BIG RIVERS ELECTRIC CORPORATION : Case No. 2023-\_\_\_\_  
KENERGY CORP. :  
Defendants. :

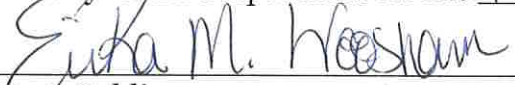
VERIFICATION

I, Mark Sisson, Plant Manager for Kimberly-Clark Corporation, hereby state that I have read the foregoing Complaint and the statements contained therein are true and correct to the best of my knowledge and belief, on this 15<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
Mark Sisson, Plant Manager  
Kimberly-Clark Corporation

STATE OF KENTUCKY )  
COUNTY OF DAVIESS )

SUBSCRIBED AND SWORN TO before me by Mark Sisson as Plant Manager for Kimberly-Clark Corporation on this 15<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/24/26

ERIKA WOOSNAM  
NOTARY PUBLIC - NOTARY SEAL  
STATE AT LARGE  
KENTUCKY  
MY COMMISSION EXPIRES: 4/24/26  
ID # KYNP18303

# ATTACHMENT 1



(Name of Utility)

For All Territory Served By  
Cooperative's Transmission System  
P.S.C. KY. No. 27

Third Revised SHEET NO. 69

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 69

RATES, TERMS AND CONDITIONS – SECTION 2

**LICSS – Large Industrial Customer Standby Service**

[N]

**Applicability:**

In all territory served by Big Rivers' transmission system.

**Availability:**

This schedule is available to any of Big Rivers' then existing Member Cooperatives for service to any large industrial customer of the Member Cooperative having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes, who requests supplemental, maintenance or backup power, and who has or enters into a special contract that provides rates for electric service other than supplemental, maintenance or backup power (the "Standby Customer"). This schedule shall only apply to a Member Cooperative who has a standby service tariff under which it can pass through the charges under this schedule to a Standby Customer.

**Term:**

This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.

**Definitions:**


Please see Section 4 for definitions common to all tariffs.

"Supplemental Power Service" – a service which provides transmission capacity to the Standby Customer as well as the energy and capacity requirements for use by the Standby Customer's facility in addition to the electric power which the Standby Customer ordinarily generates on its own.

DATE OF ISSUE March 9, 2022  
DATE EFFECTIVE March 3, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,  
President and Chief Executive Officer  
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420  
*Issued by Authority of an Order of the Commission,  
dated March 3, 2022, in Case No. 2021-00289*

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

EFFECTIVE <b>3/3/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



(Name of Utility)

For All Territory Served By  
Cooperative's Transmission System  
P.S.C. KY. No. 27

Second Revised SHEET NO. 69.01

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 69.01

RATES, TERMS AND CONDITIONS – SECTION 2

**LICSS – Large Industrial Customer Standby Service – (continued)**

[N]

**Definitions (continued):**

“Maintenance Power Service” – a service which provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during scheduled outages or interruptions of the Standby Customer’s own generation.

“Backup Power Service” – a service which provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer to replace energy generated by the Standby Customer’s own generation during an unscheduled outage or other interruption of the Standby Customer’s own generation.

“Self-Supply Capacity” – the demonstrated capacity of the Standby Customer’s generating unit(s), as determined by the reduction in Big Rivers’ MISO Planning Reserve Margin Requirement that results from the Standby Customer’s own generation.

**Billing:**

The provisions of the Standard Rate Schedule LIC – Large Industrial Customer tariff schedule and all applicable adjustment clauses and riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise.

Big Rivers shall bill each Member Cooperative in accordance with the billing and payment terms set forth in the Billing section of Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff schedule, or the Standby Customer’s special contract with the Member Cooperative. Each month, each Member Cooperative shall be required to pay separately for each of its Standby Customers taking service under this schedule, in each case using that individual Standby Customer’s contract demand (if any) or metered demand, as applicable.

DATE OF ISSUE March 9, 2022  
DATE EFFECTIVE March 3, 2022  
  
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,  
President and Chief Executive Officer  
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420  
*Issued by Authority of an Order of the Commission,  
dated March 3, 2022, in Case No. 2021-00289*

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
EFFECTIVE <b>3/3/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





(Name of Utility)

For All Territory Served By  
Cooperative's Transmission System  
P.S.C. KY. No. 27

Original SHEET NO. 69.02

CANCELLING P.S.C. KY. No. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

RATES, TERMS AND CONDITIONS – SECTION 2

**LICSS – Large Industrial Customer Standby Service (continued)**

[N]

**A. Supplemental Power Service**

Requirements

1. The level of demand required for Supplemental Power Service shall be the level of demand under the special contract between the Member Cooperative and the Standby Customer.
2. All power not specifically identified as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.
3. The total of the Supplemental Power, Maintenance Power, and Backup Power demand shall not exceed Standby Customer's Maximum Contract Demand in any month. Maintenance Power and Backup Power demand shall not be included in determining minimum demand charges for any month.

Billing

1. Supplemental Power energy shall be the actual measured energy excluding Maintenance Power energy and Backup Power energy sold to the Standby Customer in each month.
2. Demand and Energy Charges: All Supplemental Power shall be billed under the terms and charges of Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff schedule.

DATE OF ISSUE March 9, 2022  
DATE EFFECTIVE March 3, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,  
President and Chief Executive Officer  
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420  
*Issued by Authority of an Order of the Commission,  
dated March 3, 2022, in Case No. 2021-00289*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
EFFECTIVE <b>3/3/2022</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



(Name of Utility)

For All Territory Served By  
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 69.03

CANCELLING P.S.C. KY. No. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

RATES, TERMS AND CONDITIONS – SECTION 2

**LICSS – Large Industrial Customer Standby Service (continued)**

[N]

**B. Maintenance Power Service and Backup Power Service**

Requirements

1. The level of Maintenance Power/Backup Power demand shall equal the Standby Customer's Self-Supply Capacity.
2. The Standby Customer shall be required to cooperate with Big Rivers to schedule Maintenance outages so as to maximize the value of Standby Customer's Self-Supply Capacity. The Standby Customer's Maintenance Power requirements for each generating unit must be submitted to Big Rivers at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, Big Rivers shall respond to the Standby Customer either approving the Maintenance Power schedule or requesting that the Standby Customer reschedule those Maintenance Power requirements. The Standby Customer may adjust the Maintenance Power schedule upon prior notice to Big Rivers.
3. The Standby Customer shall notify Big Rivers by telephone within one (1) hour of the beginning and end of any outage. Within forty-eight (48) hours of the end of an outage, the Standby Customer shall supply written notice to Big Rivers of the dates and times of the outage with verification that the outage had occurred.

Billing

1. Administrative Charge: The Administrative Charge shall be \$150 per month.
2. Demand Charges: All Maintenance Power/Backup Power demand shall be billed at Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff rate, less a credit equal to \$3.80 per kW-month times Standby Customer's Self-Supply Capacity.

DATE OF ISSUE March 9, 2022  
DATE EFFECTIVE March 3, 2022  
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,  
President and Chief Executive Officer  
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420  
*Issued by Authority of an Order of the Commission,  
dated March 3, 2022, in Case No. 2021-00289*

<b>KENTUCKY  PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

EFFECTIVE <b>3/3/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



(Name of Utility)

For All Territory Served By  
Cooperative's Transmission System  
P.S.C. KY. No. 27

Original SHEET NO. 69.04

CANCELLING P.S.C. KY. No. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

RATES, TERMS AND CONDITIONS – SECTION 2

**LICSS – Large Industrial Customer Standby Service (continued)**

[N]

Billing (*continued*)

3. Energy Charges: All Maintenance Power/Backup Power energy usage shall be billed at the higher of the charges of Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff schedule or the market price, which shall include the energy charge Big Rivers would have had to pay to provide service to the Member Cooperative for the Standby Customer, plus any transmission charges, MISO fees, or other costs.
4. During any period in which the metered output of the Standby Customer's generator is less than its Self-Supply Capacity, Maintenance Power/Backup Power energy shall be the first through the meter, up to the Self-Supply Capacity. Energy consumed above the Self-Supply Capacity for any period shall be Supplemental Power Energy.

**Terms and Conditions:**

1. The Standby Customer shall be subject to all adders, riders, terms and conditions, and other provisions of any applicable schedule of the Member Cooperative's tariff under which the Standby Customer takes service.
2. Standby Customer shall be required to adhere to Big Rivers' requirements and procedures for interconnection.
3. The Standby Customer shall be required to allow Big Rivers to meter Standby Customer's generation, and to provide access for Big Rivers to install, operate and maintain the metering equipment, which shall remain the property of Big Rivers.
4. The Standby Customer shall be required to pay the cost of any additional facilities associated with providing service under the provisions of this schedule.
5. The Standby Customer shall be responsible for any MISO charges, fees, penalties, or other costs associated with Standby Customer's generation, outages of Standby Customer's generation, or Maintenance or Backup Power service.

DATE OF ISSUE March 9, 2022  
DATE EFFECTIVE March 3, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,  
President and Chief Executive Officer  
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420  
*Issued by Authority of an Order of the Commission,  
dated March 3, 2022, in Case No. 2021-00289*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
Linda C. Bridwell Executive Director
EFFECTIVE <b>3/3/2022</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



(Name of Utility)

For All Territory Served By  
Cooperative's Transmission System  
P.S.C. KY. No. 27

Original SHEET NO. 69.05

CANCELLING P.S.C. KY. No. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

RATES, TERMS AND CONDITIONS – SECTION 2

**LICSS – Large Industrial Customer Standby Service (continued)**

[N]

**Terms and Conditions (continued):**

- 6. The Standby Customer shall not transmit energy to Big Rivers or to the Member Cooperative.
- 7. The Member Cooperative may enter into special agreements with Big Rivers and Standby Customers which may deviate from the provisions of this schedule. Such agreements shall address those significant characteristics of service and cost which would influence the need for such an agreement.
- 8. The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Big Rivers' and the Member Cooperative's generally applicable rules, terms, and conditions currently in effect, as filed with the Kentucky Public Service Commission.



DATE OF ISSUE March 9, 2022  
 DATE EFFECTIVE March 3, 2022  
 \_\_\_\_\_  
 /s/ Robert W. Berry

ISSUED BY: Robert W. Berry,  
 President and Chief Executive Officer  
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420  
*Issued by Authority of an Order of the Commission,  
 dated March 3, 2022, in Case No. 2021-00289*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 3/3/2022</b> <small>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</small>

**ATTACHMENT 2**

**CONFIDENTIAL**