

Big Rivers Electric Corporation

201 Third Street
Henderson, Kentucky 42420

Rates, Terms and Conditions for Furnishing

Electric Service

In

**Ballard, Breckinridge, Caldwell, Carlisle, Crittenden, Daviess, Graves,
Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon,
McCracken, McLean, Marshall, Meade, Muhlenberg, Ohio, Union, and
Webster Counties**

As Filed with The

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

Issued: December 7, 2011

Effective: November 17, 2011

**By: Big Rivers Electric Corporation
(Name of Utility)**

Issued by



**Mark A. Bailey
President and Chief Executive Officer
201 Third Street
Henderson, Kentucky 42420**

[T]

[T]

Big Rivers Electric Corporation Table of Contents

[T]

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DATE OF ISSUE December 7, 2011 DATE EFFECTIVE November 17, 2011

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Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011.

Big Rivers Electric Corporation Table of Contents

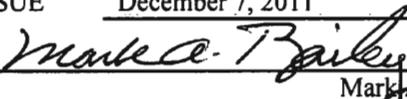
[T]

Standard Electric Rate Schedules – Terms and Conditions

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 1

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 23

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service [T]

Applicable: [T]
In all territory served by Big Rivers' transmission system.

Availability: [T]
Available only for service to Big Rivers' member rural electric cooperatives, at their rural delivery points, which are all delivery points other than dedicated large industrial and smelter delivery points, 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. ↓

Term: [T]
This rate schedule shall take effect at 12:01 a.m. on the effective date of this tariff. [T]

Rates: [T]
For all delivery points for Rural Delivery Service a Monthly Delivery Point Rate consisting of:

A Demand Charge of: [T]
All kW of billing demand at \$9.5000 per kW. [R]

Plus,

An Energy Charge of: [T]
All kWh per month at \$0.029736 per kWh. [R]

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 2

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 24

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service – (continued) [T]

No separate transmission or ancillary services charges shall apply to these rates. [T]

The following adjustment clauses and riders shall apply to service under this tariff: [T]

- Voluntary Price Curtailable Service Rider [T]
- Renewable Resource Energy Service [T]
- Rebate Adjustment
- Environmental Surcharge
- Fuel Adjustment Clause
- Member Rate Stability Mechanism
- Unwind Surcredit
- Rural Economic Reserve Rider [T]
- Non-Smelter Non-FAC PPA [T]

Demand Charge [T]

The demand charge in this RDS tariff shall apply to each rural delivery point's thirty-minute clock-hour demand measured at the time of Big Rivers' Maximum Adjusted Net Local Load, as defined in this paragraph, determined on a thirty-minute clock-hour basis, during the month. Big Rivers' Maximum Adjusted Net Local Load during the month shall be calculated in the following manner: (i) Big Rivers shall determine the maximum local load of its Members for each thirty-minute clock-hour interval in the month; (ii) the actual demand during each thirty-minute interval for the Smelters and Domtar Paper Company, LLC ("Domtar," for so long as it operates its qualifying facility) will be subtracted from the net local load; (iii) the sum of the lesser of the actual demand and Firm Power Billing Demand of Domtar (as defined in its retail service agreement), and the Smelters' Base Demand (as defined in the Smelter Agreements) will then be added back to the net local load calculation to create the adjusted net local load; and (iv) the thirty-minute interval of highest adjusted net local load in the month shall determine the Maximum Adjusted Net Local Load. The kW demand for a thirty-minute interval shall be determined by multiplying the kWh measured at a rural delivery point during the interval by 2.

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Original SHEET NO. 3

Big Rivers Electric Corporation
 (Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 25

RATES, TERMS AND CONDITIONS – SECTION 1

**STANDARD RATE – RDS – Rural Delivery Service
 Billing Form**

[T]
↓

TO: Member's Name		BIG RIVERS ELECTRIC CORP.		INVOICE		P. O. BOX 24		HENDERSON, KY 42419-0024	
SERVICE FROM: mm/dd/yyyy		THRU		ACCOUNT		MONTH ENDING mm/dd/yy			
SUBSTATION		BILLED KW	KWH	L.F. COIN.	PREVIOUS READING	PRESENT READING	DIFF.	Time	
Name		0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1000	
Name		0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1000	
TOTAL		0,000	0,000,000						

ACTUAL DEMAND				kW TIMES	\$0.00	EQUALS	\$00.00	
ADJUSTMENT				kW TIMES	\$0.00	EQUALS	\$00.00	
ENERGY				kWh TIMES	\$0.00	EQUALS	\$00.00	
POWER FACTOR PENALTY				kW TIMES	\$0.00	EQUALS	\$00.00	
FUEL ADJUSTMENT CLAUSE				kWh TIMES	\$0.00	EQUALS	\$00.00	
ENVIRONMENTAL SURCHARGE				kWh TIMES	\$0.00	EQUALS	\$00.00	
UNWIND SURCREDIT				kWh TIMES	\$0.00	EQUALS	\$00.00	
MEMBER RATE STABILITY MECHANISM				AMOUNT			\$00.00	
REBATE ADJUSTMENT				AMOUNT			\$00.00	
RURAL ECONOMIC RESERVE				AMOUNT			\$00.00	
CSR				AMOUNT			\$00.00	
RRES				kWh TIMES	\$0.00	EQUALS	\$00.00	
NSNFP				kWh TIMES	\$0.00	EQUALS	\$00.00	
ADJUSTMENT				kWh TIMES	\$0.00	EQUALS	\$00.00	
TOTAL AMOUNT DUE								\$00.00

[T]
↓

LOAD FACTOR	POWER FACTOR	MILLS PER KWH
COIN. 00.00%	AVERAGE 00.00%	00.00
BILLED 00.00%	@ PEAK 00.00%	
BASE 00.00%		

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

[T]
↓

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Original SHEET NO. 4

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 26

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service – (continued)

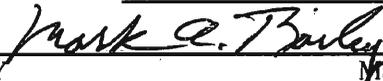
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[T]

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

24

Original

SHEET NO.

5

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

27

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service – (continued)

[T]

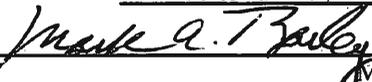
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For All Territory Served By
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Original SHEET NO. 6

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer

[T

Applicable:

In all territory served by Big Rivers' transmission system.

[T

[T

Availability:

[T

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 Big Rivers' Rate Schedule LICX. For purposes of clarification, this rate schedule shall be closed on and after September 1, 1999 and Rate Schedule LICX shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule LICX where such New Customer has either initially contracted for ten (10) MWs or more of capacity or whose aggregate peak load at any time amounts to ten (10) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule LICX as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule LICX.

[T

|

↓

[T

[T

[T

[T

[T

[T

Term:

[T

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

[T

Rates:

[T

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 contract demand (if any) or metered demand, as applicable.

For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

A Demand Charge of:

[T

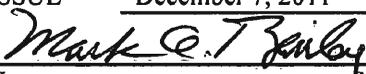
All kW of billing demand at \$10.5000 per kW.

[R

Plus,

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For All Territory Served By
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Original SHEET NO. 7

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

First Revised SHEET NO. 29

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

[T]

An Energy Charge of:

[T]

All kWh per month at \$0.024505 per kWh.

[R]

No separate transmission or ancillary services charges shall apply to these rates.

[T]

Charges:

[T]

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 by the higher of the maximum integrated metered thirty-minute non-coincident peak demand or the established contact demand, if any, plus an energy charge calculated by multiplying the energy charge by the metered consumption of kWh in that month.

[T]

[T]

The Following adjustment clauses and riders shall apply to service under this tariff.

[T]

- Voluntary Price Curtailable Service Rider
- Renewable Resource Energy Service
- Rebate Adjustment
- Environmental Surcharge
- Fuel Adjustment Clause
- Member Rate Stability Mechanism
- Unwind Surcredit
- Non-Smelter Non-FAC PPA

↓

[T]

Billing:

[T]

Big Rivers shall bill Member no later than 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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For All Territory Served By
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 P.S.C. KY. No. _____ 24

Original SHEET NO. 8

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 31

Big Rivers Electric Corporation
 (Name of Utility)

RATES, TERMS AND CONDITIONS – SECTION 1

**STANDARD RATE -- LIC -- Large Industrial Customer
 Billing Form**

[T]

BIG RIVERS ELECTRIC CORP.		INVOICE P. O. BOX 24		HENDERSON, KY 42419-0024		
		MONTH ENDING mm/dd/yy				
TO:	Member's Name	ACCOUNT				
SUBSTATION	Substation Name	SERVICE FROM		mm/dd/yy	THRU	mm/dd/yy
USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	Mm/dd		1000	00,000
	POWER FACTOR	BASE	PEAK	AVERAGE	BILLED	
		00.00%	00.00%	00.00%	PEAK	
ENERGY		PREVIOUS	PRESENT	DIFFERENCE	MULT	KWH USED
		00000.000	00000.000	0000.000	1000	00,000,000
ACTUAL DEMAND	0,000	KW TIMES	\$00.0000000		EQUALS	\$ 00,000.00
POWER FACTOR PENALTY	0,000	KW TIMES	\$00.0000000		EQUALS	\$ 00,000.00
ADJUSTMENT	0,000	KW TIMES	\$00.0000000		EQUALS	\$ 00,000.00
				SUB-TOTAL		\$ 00,000.00
ENERGY	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
FUEL ADJUSTMENT CLAUSE	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
ENVIRONMENTAL SURCHARGE	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
UNWIND SURCREDIT	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00-
MEMBER RATE STABILITY MECHANISM	0,000,000	AMOUNT				0,000.00-
CSR	0,000,000	AMOUNT				\$ 00,000.00
RRES	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
REBATE ADJUSTMENT	0,000,000	AMOUNT				\$ 00,000.00
NSNFP	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
ADJUSTMENT	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
				SUB-TOTAL		\$ 00,000.00
				TOTAL AMOUNT DUE		\$ 00,000.00

[T]

LOAD FACTOR		POWER FACTOR			MILLS PER KWH
ACTUAL	BILLED	BASE	AVERAGE	@ PEAK	00.00
00.00%	00.00%	00.00%	00.00%	00.00%	

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

DATE OF ISSUE December 7, 2011 DATE EFFECTIVE November 17, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 9

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 32

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment [T]

Applicable: [T]

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

Availability: [T]

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

Rental Charge: [T]

The yearly rental charges shall be as follows:

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

Billing: [T]

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.

Specifications: [T]

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.

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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Original SHEET NO. 10

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 34

RATES, TERMS AND CONDITIONS – SECTION 1

**STANDARD RATE – CATV – Cable Television Attachment
Billing Form**

BIG RIVERS ELECTRIC CORP.

INVOICE
P. O. BOX 24
MONTH ENDING mm/dd/yy

HENDERSON, KY 42419-0024

CABLE TELEVISION

INVOICE NO.

DESCRIPTION

Date:

RE: CABLE TELEVISION ATTACHEMENT AGREEMENT

Yearly rental charge as set forth in Licensor's tariffs as filed and approved with the Public Service Commission. License granted September 6, 1984, Permit No. 001

Applicable Tariff:

	Quantity		Rate	=	Total
Two-party pole attachment without ground	0,000	x	\$3.14	=	\$ 00,000.00
Three-party pole attachment without ground	0,000	x	\$2.23	=	\$ 00,000.00
Two-party pole attachment with ground	0,000	x	\$3.37	=	\$ 00,000.00
Three-party pole attachment with ground	0,000	x	\$2.37	=	\$ 00,000.00
Two-party anchor attachment	0,000	x	\$5.56	=	\$ 00,000.00
Three-party anchor attachment	0,000	x	\$3.71	=	\$ 00,000.00
Total Amount Due:					<u>\$ 00,000.00</u>

Terms: Net Fifteen (15) Days

Direct any inquiry to: Vice President of Accounting
Phone: (270) 827-2561

[T]
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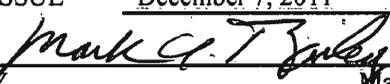
[T]
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[T]

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Original SHEET NO. 11

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 16

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – (continued) [T]

Special Rules

(1) Establishing Pole Use:

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 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. [T]

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. [T]

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. [T]

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. [T]

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. [T]

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ISSUED BY Mark A. Bailey Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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Original SHEET NO. 12

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 17

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – (continued) [T]

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. [T]

(2) Easement and Right-of-Way:

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:

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. [T]

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. [T]

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 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. [T]

DATE OF ISSUE December 7, 2011 DATE EFFECTIVE November 17, 2011

ISSUED BY Mark A. Bailey Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011.

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 13

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 18

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – (continued)

[T]

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.

[T]

(4) Inspections:

Periodic Inspection:

[T]

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.

Make-Ready Inspection:

[T]

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.

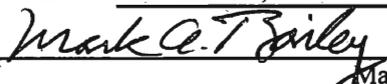
(5) Insurance or Bond:

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 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.

[T]

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Original SHEET NO. 19

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – (continued)

[T]

The CATV operator will provide coverage as follows from a company authorized to do business in the Commonwealth of Kentucky:

[T]

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.

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:

[T]

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 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.

[T]

(6) Change of Use Provision:

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.

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(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 20

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – (continued)

[T]

(7) Abandonment:

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.

[T]

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 attachments 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.

[T]

(8) Rights of Others:

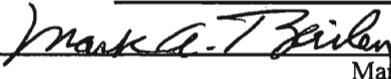
Upon notice from Big Rivers to the CATV operator that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and the CATV operator shall remove its facilities from the affected pole at once. 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.

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(Name of Utility)

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – (continued)

(10) Bond or Deposit for Performance:

The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter 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.

(11) Use of Anchors:

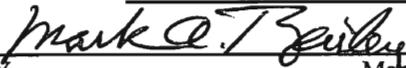
Big Rivers reserves the right to prohibit the use of any anchors by the CATV operator where conditions warrant such action.

(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 14.

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Big Rivers Electric Corporation
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Original SHEET NO. 35

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QFP – Cogeneration/Small Power Production Purchase Tariff – Over 100 KW [T]

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.

Applicability of Service:

Applicable to any small power production or cogeneration “qualifying facility” with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulations 807 KAR 5:054, and which contracts to sell energy or capacity or both to Big Rivers.

Terms and Conditions:

The cogeneration or small power production facility must have a total design capacity over 100 kW. [T]

All power from a Qualifying Facility (“QF”) purchased under this tariff will be sold to Big Rivers. [T]

The QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor. [T]

QF shall provide reasonable protection for Big Rivers’ and the Member Cooperative’s systems. [T]

QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices. [T]

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. [T]

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

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(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 36

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – QFP – Cogeneration/Small Power Production Purchase Tariff – Over 100 KW – [T]
(continued)

not less than five (5) years and self-renewing from year-to-year thereafter unless cancelled by either party [T]
with not less than one year's written notice.

Definitions: [T]

Please see Section 4 for definitions common to all tariffs. [T]

QF – "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying [T]
Facility of Section 4 of 807 KAR 5:054.

Inter-Utility Market – "Inter-Utility Market" means any supplier of wholesale electric service to Big [T]
Rivers other than SEPA and the City of Henderson's Station Two.

Rates for Purchases from QFs: [T]

(1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available [T]
from SEPA and the Henderson Municipal Power and Light'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 [T]
generation and power available from SEPA and the Henderson Municipal Power and Light's Station
Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for [T]
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.

(2) Determination of CAP: [T]

For the determination of CAP, Big Rivers will determine at the time a QF signs a contract to deliver [T]
capacity the capacity proposed to be provided by the QF and will cause the QF to enter into a contract
stating the CAP Limits, Big Rivers will pay for CAP at the above stated rate only when Big Rivers' [T]
owned and previously arranged for capacity is not sufficient to meet its system demand.

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Big Rivers Electric Corporation
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Original SHEET NO. 38

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – QFP – Cogeneration/Small Power Production Purchase Tariff – Over 100 KW – [T]
(continued)

(3) Firm Energy Purchase Rates: [T]

The Energy Purchase Rates (EPR) in \$ per megawatt hour, which is payable to a QF for delivery of energy, shall be equal to Big Rivers' actual variable fuel expenses for Big Rivers' owned coal fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to [EPR x EQF] where EQF is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

Payment: [T]

Big Rivers shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within 30 days of the date the bill is rendered.

System Emergencies: [T]

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.

Interconnection: [T]

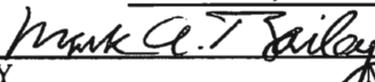
Big Rivers requires a three party interconnection agreement among the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, the QF Member, or both as required and the QF Member will pay for the interconnection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

Loss Compensation: [T]

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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Original SHEET NO. 20

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 40

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW [T]

Availability: [T]

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. 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 shall be established by contract.

Applicability: [T]

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 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.

Definitions: [T]

Please see Section 4 for definitions common to all tariffs. [T]

Off-System Sales Transaction – “Off-System Transaction” means sales of electric energy by Big Rivers other than to the Member Cooperatives and Henderson Municipal Power and Light. [T]

QF Member – “QF Member” means a member of a Member Cooperative with a QF. [T]

Third Party Suppliers – “Third Party Suppliers” means any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]

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Original SHEET NO. 42

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW – [T]
(continued) [T]

Conditions of Service: [T]

To receive service hereunder, the Member Cooperative must:

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: [T]

Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and [T]

If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and [T]

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 [T]

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 [T]

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. [T]

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Original SHEET NO. 43

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW –
(continued)

[T]
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For Each QF Member, the Member Cooperative Will be Billed Monthly for:

- Supplementary Service (capacity and energy).
- Unscheduled Back-up Service, if any (capacity charge only).
- Maintenance Service (capacity and energy), if any.
- Excess Demand, if any.
- Additional charges, if any.

Monthly Charges for Sales to a Member Cooperative for Service to a QF Member:

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 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 RDS.

[T]

Unscheduled Back-up Service:

[T]

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

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Big Rivers Electric Corporation
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CANCELLING P.S.C. KY. No. 23

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW – [T]
(continued)

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 specify the reduction in kW's and the basis for the lower requirements. All energy shall be billed as either supplementary energy or maintenance energy.

Maintenance Service: [T]

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 a 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:

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

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Big Rivers Electric Corporation
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CANCELLING P.S.C. KY. No. 23

First Revised SHEET NO. 46

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW –
(continued)

[T]
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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.

Off-peak usage is defined as all power requirements not included in "Summer on-peak usage" or "Winter on-peak usage" as defined in the two preceding paragraphs, respectively.

[T]
[T]
[T]

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

\$2.192 per kW of Scheduled Maintenance Demand per week, plus

[T][R]

\$0.029736 per kWh of Maintenance Energy; or

[R]

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.

[T]

The charges for Off-peak Maintenance Service shall be:

[T]

\$2.192 per kW of Scheduled Maintenance Demand per week, plus

[R]

According to schedule RDS per kWh of maintenance energy shall be the amount of energy purchased by the Member Cooperative for the QF Member in each hour during Scheduled Maintenance Service up to but not exceeding the Scheduled Maintenance Demand in each hour.

[T]

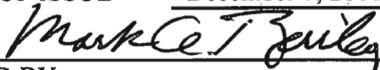
Excess Demand:

[T]

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 Energy Demand shall be in addition to the charges for Supplementary Service and shall be either:

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Mark A. Bailey, President and Chief Executive Officer

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Big Rivers Electric Corporation
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Original SHEET NO. 47

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW – [T]
(continued)

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 import energy from a Third Party Supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or

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) \$10.189 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 Transaction during the month times the sum of the Excess Demands measured during the month. [T] [I]

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 provide Excess Demand.

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. [T]

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. [T]

DATE OF ISSUE December 7, 2011 DATE EFFECTIVE November 17, 2011

ISSUED BY

Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of an Order of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011.

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 26

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 48

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW – [T]
(continued) ↓

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, or the QF Member, or both as required and the QF Member will pay for the inter-connection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.

System Emergencies:

During System Emergencies, Big Rivers may discontinue sales in accordance with 807 KAR 5:054 – Section 6. [T]

Loss Compensation:

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. [T]

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For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. 24

Original SHEET NO. 27

Big Rivers Electric Corporation
 (Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 50

RATES, TERMS AND CONDITIONS – SECTION 1

**STANDARD RATE – QFS – Cogeneration/Small Power Production Sales – Over 100 KW
 Billing Form**

[T]
↓

BIG RIVERS ELECTRIC CORP. INVOICE P. O. BOX 24 HENDERSON, KY 42419-0024
 MONTH ENDING mm/dd/yy

TO: COGENERATOR AND SMALL POWER PRODUCER SALES	ACCOUNT					
DELIVERY POINTS	SERVICE FROM	mm/dd/yy	THRU	mm/dd/yy		
	USAGE:					
USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE		KW DEMAND BILLED
SUPPLEMENTAL DEMAND	00.00%	00.00%	00.00%	00.00%		000,000
UNSCHEDULED BACKUP DEMAND	00.00%	00.00%	00.00%	00.00%		000,000
EXCESS DEMAND	00.00%	00.00%	00.00%	00.00%		000,000
CUMULATIVE EXCESS DEMAND	00.00%	00.00%	00.00%	00.00%		000,000
		PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
ENERGY		00000.000	00000.000	0000.000	1000	00,000,000
SUPPLEMENTAL ENERGY		00000.000	00000.000	0000.000	1000	00,000,000
MAINTENANCE ENERGY		00000.000	00000.000	0000.000	1000	00,000,000
SUPPLEMENTARY SERVICE						
DEMAND			kW	TIMES	\$	EQUALS \$
P/F PENALTY			kW	TIMES	\$	EQUALS \$
ENERGY			kWh	TIMES	\$	EQUALS \$
SUBTOTAL						\$
UNSCHEDULED BACK-UP SERVICE						
DEMAND			kW	TIMES	\$	EQUALS \$
MAINTENANCE SERVICE ON-PEAK						
DEMAND PER-WEEK (IF APPLICABLE)			kW	TIMES	\$	EQUALS \$
ENERGY (IF APPLICABLE)			kWh	TIMES	\$	EQUALS \$
SCHEDULE ENERGY BLOCK (IF APPLICABLE)						
TOTAL AMOUNT DUE						\$
OFF-PEAK						
DEMAND PER-WEEK			kW	TIMES	\$	EQUALS \$
ENERGY			kWh	TIMES	\$	EQUALS \$
SUBTOTAL						\$
EXCESS SERVICE						
EXCESS DEMAND (IF APPLICABLE)			kW	TIMES	\$	EQUALS \$
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)			kW	TIMES	\$	EQUALS \$
IMPORTED EXCESS ENERGY (IF APPLICABLE)			kWh	TIMES	\$	EQUALS \$
TOTAL AMOUNT DUE						\$
						TOTAL AMOUNT DUE \$ 00,000.00

[T]
↓

LOAD FACTOR
 ACTUAL 00.00% BILLED 00.00%

MILLS PER KWH
 00.00

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

DATE OF ISSUE December 7, 2011 DATE EFFECTIVE November 17, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 28

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 51

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW – [T]
(continued)

[INTENTIONALLY LEFT BLANK] [T]

DATE OF ISSUE December 7, 2011 DATE EFFECTIVE November 17, 2011

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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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Original SHEET NO. 29

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 52

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion

[T]
↓

Applicability:

This schedule shall be applicable as follows:

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 QFP and QFS, that either initially contracts for ten (10) MWs or more of capacity or whose aggregate peak load at any time amounts to ten (10) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule. [T]

To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedules QFP and QFS, where: (i) the customer was in existence and served under the then effective LIC 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 ten (10) MWs greater than the customer's Base Year peak demand. [T]

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 Schedules QFP and QFS, where: (i) the customer's load was in existence and served through a rural delivery point as defined in Rate Schedule RDS, (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in Rate Schedule LIC. [T]

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 (a) 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 above.

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 30

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 53

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[T]

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

↓

Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers. [T]

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. [T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]
[T]

Base Year – “Base Year” shall mean the twelve (12) calendar months from September 1998 through August 1999. [T]

Existing Customer – “Existing Customer” shall mean any customer of a Member Cooperative served as of August 31, 1999. [T]

New Customer – “New Customer” shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999. [T]

Special Contract Rate – “Special Contract Rate” shall mean a rate negotiated with a Member Cooperative to serve the load requirements of a New Customer or an Existing Customer, which will include, upon request by the Member Cooperative, rates based on Real Time Pricing. [T]

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 31

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 55

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued) [T]

Expansion Demand and Expansion Energy: [T]

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 the OATT. [T]

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 the 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 the OATT. [T]

Rates and Charges: [T]

Expansion rate and charges shall be the sum of the following, including but not limited to Real-Time pricing: [T]

(1) Expansion Demand 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.

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ISSUED BY Mark A. Bailey Mark A. Bailey, President and Chief Executive Officer

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Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 32

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 56

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued) [T]

(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 the OATT applied to each kW taken as Expansion Demand. [T]

(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 schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the 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. [T]

(4) **Big Rivers Adder:**
In addition to the charges described above, 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. [T]

Meters: [T]
Big Rivers shall provide an appropriate meter to all customers served under this rate schedule. [T]

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Original SHEET NO. 33

Big Rivers Electric Corporation
 (Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 58

RATES, TERMS AND CONDITIONS – SECTION 1

**STANDARD RATE – LICX – Large Industrial Customer Expansion
 Billing Form**

[T]
 ↓

BIG RIVERS ELECTRIC CORP.		INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024		
TO: LARGE INDUSTRIAL CUSTOMER EXPANSION DELIVERY POINTS		ACCOUNT SERVICE FROM		mm/dd/yy	THRU	mm/dd/yy
USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE		KW DEMAND BILLED
EXPANSION DEMAND		00.00%	00.00%	00.00%		000,000
ENERGY		PREVIOUS	PRESENT	DIFFERENCE	MULT	KWH USED
EXPANSION ENERGY		00000 000	00000 000	0000 000	1000	00,000,000
EXPANSION DEMAND & EXPANSION ENERGY						
				kW TIMES	\$	EQUALS \$
				kW TIMES	\$	EQUALS \$
				kWh TIMES	\$	EQUALS \$
						EQUALS \$
						\$
EXPANSION DEMAND TRANSMISSION						
						\$
EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES						
						\$
						\$
						\$
						\$
						\$
						\$
						\$
BIG RIVERS ADDER						
				kW TIMES	\$	EQUALS \$
FUEL ADJUSTMENT CLAUSE		0,000,000	kWh TIMES		\$0.0000000	EQUALS \$
ENVIRONMENTAL SURCHARGE		0,000,000	kWh TIMES		\$0.0000000	EQUALS \$
UNWIND SURCREDIT		0,000,000	kWh TIMES		\$0.0000000	EQUALS \$
MEMBER RATE STABILITY MECHANISM		0,000,000	AMOUNT			\$
CSR		0,000,000	AMOUNT			\$
RRES		0,000,000	kWh TIMES		\$0.0000000	EQUALS \$
REBATE ADJUSTMENT		0,000,000	AMOUNT			\$
NSNFP		0,000,000	kWh TIMES		\$0.0000000	EQUALS \$
						TOTAL AMOUNT DUE \$

[T]
 ↓

LOAD FACTOR
 ACTUAL 00.00% BILLED 00.00%
 MILLS PER KWH 00.00

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

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ISSUED BY Mark A. Bailey
 Mark A. Bailey, President and Chief Executive Officer
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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 34

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____ 23

Original SHEET NO. 59

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider: [T]

Availability: [T]

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.

Conditions of Service: [T]

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members 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.
- (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.

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Mark A. Bailey, President and Chief Executive Officer

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For All Territory Served By
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Original SHEET NO. 35

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 60

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued) [T]

- (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.

CS Curtailment Profiles: [T]

For each of its CS Customers, the Member Cooperatives 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.
- (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.

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ISSUED BY Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer

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For All Territory Served By
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P.S.C. KY. No. _____ 24

Original SHEET NO. 36

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 62

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

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

Curtailed Demand and Energy:

[T]

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 for 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 Customer's Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

[T]

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.

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Mark A. Bailey, President and Chief Executive Officer
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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 37

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 62

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

[T]

- (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.
 - 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.

Curtailment Savings Payment:

[T]

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.

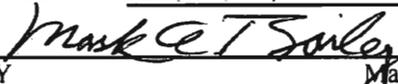
Monthly Savings Payment:

[T]

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

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For All Territory Served By
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Original SHEET NO. 38

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 63

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued) [T]

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.

Charges for Excess Energy: [T]

For any CS Customer whose Curtailable Demand is equal to or greater than 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.

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 whose 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.

Term: [T]

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.

Special Terms and Conditions: [T]

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

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ISSUED BY Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer

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Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 39

Big Rivers Electric Corporation
(Name of Utility)

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RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

[T]

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Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 65

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service:

[T]

Applicability:

[T]

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

Availability:

[T]

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 RDS, Rate Schedule LIC or Rate Schedule LICX, 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.

[T]

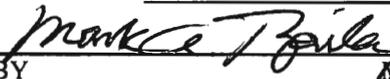
Conditions of Service:

[T]

- (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.

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RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

[T]

- (2) 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 for 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.

Monthly Rate:

[T]

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 RDS, Rate Schedule LIC or Rate Schedule LICX. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kWh delivered to that Member in that month.

[T]

[T]

Billing:

[T]

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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RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued) [T]

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CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 68

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

[T]

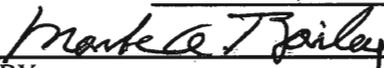
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[T]

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Original SHEET NO. 44

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(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 69

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment:

[T]

Applicability:

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

Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

[T]



Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

[T]

Rebate Adjustment:

In the event that there is a Rebate to the Smelters during a fiscal year under Section 4.9 of the Smelter Agreements, then Big Rivers, subject to approval from its Board of Directors, may request Kentucky Public Service Commission ("Commission") authorization to provide a cash rebate to its Members pursuant to of KRS 278.455(1). The amount of a Rebate Adjustment, if any, will be the amount approved by order of the Commission. The Rebate Adjustment will be provided as a lump-sum

[T]

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(Name of Utility)

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RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment – (continued)

[T]

credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by allocating the total rebate amount to each Member system on the basis of total Unadjusted Billing Revenues received from each Member during the fiscal year for which the rebate amount was established. Unadjusted Billing Revenues shall equal the total of all bills issued to Members for service under Rate Schedules RDS, LIC, LICX (but only to the extent of service priced under Rate Schedule LIC), and RRES. Big Rivers will apply to the Commission for authorization to provide a rebate to Members within six months after the end of the fiscal year. The rebate would then be provided to Members upon receipt of Commission approval.

[T]

[T]

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Cooperative's Transmission System
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Original SHEET NO. 46

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

First Revised SHEET NO. 71

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge: [T]

Applicability:
To all Big Rivers' Members. [T]

Availability:
The Environmental Surcharge ("ES") is a mandatory rider to all sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters, but excluding (i) Supplemental and Back-Up Energy sales to the Smelters under those two agreements and (ii) Backup Power Service and Energy Imbalance Service to Kenergy for Domtar Paper Company, LLC (in the aggregate, "Jurisdictional Sales").

Rate:
The ES shall provide for monthly adjustments based on a charge per kWh equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

$$CESF = \text{Net Jurisdictional } E(m) / \text{Jurisdictional } S(m)$$

$$MESF = CESF - BESF$$

MESF = Monthly Environmental Surcharge Factor
CESF = Current Environmental Surcharge Factor
BESF = Base Environmental Surcharge Factor of \$0.00000/kWh

Where E(m) is the total of each approved environmental compliance plan revenue requirement of environmental costs for the current expense month and S(m) is the kWh sales for the current expense month as set forth below

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Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 47

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

First Revised SHEET NO. 72

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge – (continued)

[T]

Definitions:

(1) $E(m) = OE - BAS$

Where:

- (a) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and
 - (b) BAS is the net proceeds from By-Products and Emission Allowance Sales.
- (2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Jurisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the kWh Jurisdictional Sales to which the ES will be applied for the current expense month, divided by the sum of kWh of (i) Jurisdictional Sales, (ii) off-system sales, (iii) Supplemental and Back-Up sales to the Smelters, and (iv) Backup Power Service and Energy Imbalance Service to Kenergy for Domtar Paper Company, LLC for the current expense month.
- (3) Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Public Service Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m).
- (4) The current expense month (m) shall be the second month preceding the month in which the ES is billed.

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Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

First Revised SHEET NO. 73

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause: [T]

Applicability:
To all Big Rivers' Members. [T]

Availability:

The Fuel Adjustment Clause ("FAC") is a mandatory rider to all wholesale sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters but excluding Supplemental and Back-Up Energy sales to the Smelters under those two Agreements.

- (1) The FAC shall provide for periodic adjustment per kWh of sales when the unit cost of fuel [F(m)/S(m)] is above or below the base unit cost of \$0.020932 per kWh [F(b)/S(b)]. The current monthly charges shall be increased or decreased by the product of the kWh furnished during the current month and the FAC factor for the preceding month where the FAC factor is defined below: [I]

$$\text{FAC Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all defined below:

- (2) Fuel cost (F) shall be the most recent actual monthly cost of:
- (a) Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus

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RATES, TERMS AND CONDITIONS – SECTION 2

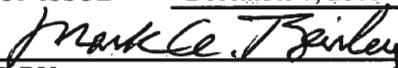
FAC - Fuel Adjustment Clause – (continued)

[T]

- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
 - (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
 - (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - (e) All fuel costs shall be based on weighted average inventory costing.
- (3) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.
- (4) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to

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RATES, TERMS AND CONDITIONS – SECTION 2

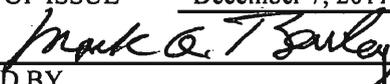
FAC - Fuel Adjustment Clause – (continued)

[T]

in subsection (2)(d) above, less (vi) total system losses. Utility-used energy shall not be excluded in the determination of sales (S).

- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (6) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

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Original SHEET NO. 76

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism:

[T]

Applicability:

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

Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC, provided that the MRSM shall terminate on the first day of the month following the month in which the balance in the RER Fund (as described in the Rural Economic Reserve Rider) equals zero.

[T]
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Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

“Smelters” are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Member Rate Stability Mechanism:

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the effect of billing the FAC and Environmental Surcharge to non-Smelter sales, after taking into account the credits received from the Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and

[T]
[T]
[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

[T]

Environmental Surcharge on each non-Smelter Member's bill, net of the credits received under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar impact of billings under the FAC and Environmental Surcharge *less* the total dollar amounts received under the Unwind Surcredit, *less* a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, *less* the Expense Mitigation Adjustment (EMA) which is defined below. The amount of the (MRSM) credit provided to each member system during a month will each equal (i) the total amount of FAC charges billed to the member during the month, *plus* (ii) the total dollar amount of Environmental Surcharge charges billed to the member during the month, *less* (iii) the total dollar amount of the Unwind Surcredits credited to the member during the month, *less* (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, *less* (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) charged to the member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero.

[T]

[T]

Expense MITIGATION FACTOR (EMF) AND ADJUSTMENT (EMA)

The EMF shall be the following:

- I. \$0.000 per kWh for the first twelve (12) months following July 17, 2009;
- II. \$0.002 per kWh for months 13 through 24 following July 17, 2009;
- III. \$0.004 per kWh for months 25 through 36 following July 17, 2009;
- IV. \$0.006 per kWh for months 37 through 48 following July 17, 2009;
- V. \$0.007 per kWh for months 49 through 60 following July 17, 2009; and
- VI. \$0.009 per kWh for months 61 through the termination of this MRSM tariff.

[T]



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Original SHEET NO. 78

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

[T]

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales to which this tariff applies for the current expense month. The EMF and EMA will expire after both the Economic Reserve and the Rural Economic Reserve funds have been exhausted.



If any portion of FAC or Environmental Surcharge costs are transferred to or from base rates after July 17, 2009, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

[T]

The MRSM adjustment shall be no longer applicable once the Economic Reserve is exhausted, but the MRSM shall remain a schedule in this tariff until the RER Fund is depleted, as described in the "Availability" section of this schedule. During the last month of the MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and Environmental Surcharge charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the EMA as applicable.

[T]



[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

[T]

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Original SHEET NO. 80

RATES, TERMS AND CONDITIONS – SECTION 2

US -Unwind Surcredit:

[T]

Applicability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

[T]
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Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

[T]
↓

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

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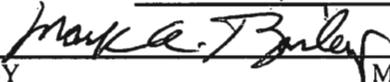
“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Determination of the Unwind Surcredit:

- (1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

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CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 81

RATES, TERMS AND CONDITIONS – SECTION 2

US-Unwind Surcredit – (continued) [T]

US = Surcredit + Actual Adjustment + Balance Adjustment [T]

Where Surcredit is the per kWh factor calculated by dividing (a) the estimated Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) by (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.

Actual Adjustment is an adjustment which compensates for the difference between (a) the amount returned to Members through the application of the Surcredit factor and (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be re-determined annually with an effective date of April 1 of each calendar year.

Balance Adjustment is an adjustment that compensates for any over-or-under-recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales (NSS) shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters. [T]
[T]
[T]
- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

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ISSUED BY Mark A. Bailey Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 57

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 82

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider:

[T]

Applicability:

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

Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points served under Rate Schedule RDS. [T]
[T]
[T]

Definitions:

Please see Section 4 for definitions common to all tariffs. [T]

"Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]

RER Adjustment:

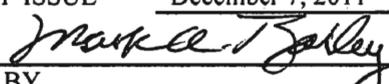
[T]

Big Rivers has established a Rural Economic Reserve ("RER") regulatory liability account of \$60,855,790.94 ("RER Fund") which will be used to credit the bills rendered to the Rural Customers pursuant to the Commission's Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest and is and will be invested in interest bearing U.S. Treasury notes. [T]
[T]

The Rural Economic Reserve Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC and Environmental Surcharge on each Rural Member's bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and Environmental Surcharge *less* the total dollar amounts received under the Unwind Surcredit, *less* a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, *less* the Expense Mitigation Adjustment (EMA) defined in the Member Rate Stability Mechanism. The amount of the Rural Economic Reserve Rider credit provided to each member system during the month will equal (i) the total amount of FAC charges associated with the RDS billed to the member during the month, plus (ii) the total dollar amount of the Environmental Surcharge associated with the Rural Delivery Service Rate [T]

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RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

[T]

Schedule billed to the Member during the month, *less* (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, *less* (iv) one-twelfth (1/12) of any rebates associated with the Rural Delivery Service Rate Schedule provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) associated with the RDS charged to the member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly Rural Economic Reserve Rider adjustment would be zero.

If any portion of FAC or Environmental Surcharge costs are transferred to or from base rates after July 17, 2009, then the RER Rider will account for any effect of such transfers so that the Rural Members will not see any impact on their bills, either positive or negative, of such transfers.

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and Environmental Surcharge charges applicable to Rural sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the Expense Mitigation Adjustment as applicable.

Expense Mitigation Adjustment:

The Expense Mitigation Adjustment (EMA) for each month shall be the Expense Mitigation Factor multiplied by the Rural jurisdictional sales for the current expense month. The Expense Mitigation Factor used to calculate the EMA during any month in which the RER Rider is billed will be based on the EMF schedule established in the Member Rate Stability Mechanism (MRSM) Tariff. Therefore, the appropriate EMF for a given month will be determined based on the original effective date of the MRSM Tariff (July 17, 2009) and the number of months the current month is past that date.

Term of RER Rider:

This RER Rider shall be effective beginning in the month in which the amounts in the Non-Smelter Economic Reserve (as described in the Member Rate Stability Mechanism Rider) are insufficient to fully fund the MRSM credit.

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA

[N]

Applicability

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

Availability

To all sales under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

Definitions

Please see Section 4 for definitions common to all tariffs.

“Smelters” are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described in the Wholesale Smelter Agreements.

“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Description

The Non-Smelter Non-FAC PPA (“NSNFP”) Factor shall be calculated as a per-kWh billing credit or charge applied on a monthly basis, for each applicable rate schedule as follows:

$$\text{NSNFP Factor} = \text{RA} / \text{KWH}$$

Where

RA is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, 2009 Order of the Public Service Commission in Case No. 2007-00455, as of June 30th of the current year and determined as provided below in the “Calculation of Purchased Power Expense” section;
and

KWH is the estimated Non-Smelter Applicable Sales (NSS), defined below, for the twelve month service period beginning September 1st of the current year through and including August 31st of the following year.

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

[N]

The NSNFP Factor shall be calculated based upon the June 30th balance and applied to bills for service beginning September 1st of the current year. The current NSNFP Factor shall remain in place for service through and including August 31st of the following year, at which time it will be updated in accordance with the formula above.

An over- or under- recovery shall be calculated using actual amounts and shall be included in the NSNFP Regulatory Account balance for recovery in the subsequent period.

Special Conditions

1) First Twelve Months

For the initial implementation of this rate mechanism, the NSNFP Factor shall be designed to return the Regulatory Liability balance as of June 30, 2011, over twenty-four (24) months beginning with the bills for September 2011 service. After this factor has been in place for twenty-four (24) months, any remaining over- or under- recovery shall be included in the Non-FAC PPA Regulatory Account balance for recovery in the subsequent period.

2) Second Twelve Months

For the service periods beginning September 1, 2012, and ending August 31, 2013, two NSNFP Factors shall be in place. The first is the credit for months thirteen (13) through month twenty-four (24) of the credit noted in the First Twelve Months section above. The second is the NSNFP Factor calculated in accordance with the standard formula:

$$\text{NSNFP Factor} = \text{RA} / \text{KWH}$$

Where

RA is the Non-FAC PPA Regulatory Account balance as of June 30, 2012 and

KWH is the estimated Non-Smelter Applicable Sales (NSS) for the twelve (12) months beginning September 1, 2012 through and including August 31, 2013.

The two NSNFP Factors will be applied simultaneously over the twelve month service period from September 1, 2012 to August 31, 2013.

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA - (continued) [N]

3) Third Twelve Months and Subsequent Twelve-Month Periods

For the service periods beginning September 1, 2013, only one NSNFP Factor shall be in place, calculated in accordance with the standard formula noted herein.

Calculation of Purchase Power Expense

Purchased Power Expense:

The monthly amount of purchased power expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as provided in this section.

Definitions:

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

“SEPA” is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

“Wholesale Smelter Agreements” are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

Determination of the PP(x):

The PP(x) shall be determined in accordance with the following formula:

$$PP(x) = (PP(m)/S(m) - PP(b)/S(b)) \times NSS(m)$$

Where PP(m) is the current Purchased Power Costs for the month; S(m) is the current Applicable Sales; PP(b) is the Purchase Power Cost for the base period; and S(b) is the sales in the base period,

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

[N]

For the initial base period, PP(b)/S(b) (the "Purchased Power Base") is \$0.000874.

Purchased Power Costs (PP) shall be the sum of:

(a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of HMP&L's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565.

(b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and

(c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

(d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including Rate Schedules LIC and LICX, for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

[N]

Non-Smelter Applicable Sales (NSS) shall be all kilowatt-hours sold at wholesale by Big Rivers to its Members under all electric rate schedules, including Rate Schedules LIC and LICX for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service).

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions [T]

Contract Demand: [T]

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

Metering: [T]

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.

Electric Characteristics and Delivery Point(s): [T]

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.

Substations: [T]

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.

Rate: [T]

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

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

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.

Discount Adjustment: [T]

At the discretion of the Seller's 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.

Meter Testing and Billing Adjustment: [T]

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 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 therefore.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Monitoring Uses: [T]

Seller shall review member's 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, two 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 shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

Notice of Meter Reading or Test: [T]

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.

Power Factor: [T]

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.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at the time of maximum demand.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Right of Access: [T]

Duly authorized representatives of either the Seller or Member shall be permitted to enter [T]
the premises of the other at all reasonable times in order to carry out the provisions of these [T]
Rates, Terms and Conditions for Furnishing Electric Service. [T]

Continuity of Service: [T]

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.

Payment of Bills: [T]

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.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Transmission Emergency Control Program: [T]

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:

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 sectionalize in such a way to minimize the interruption of electric energy provided to Big Rivers' Member Cooperatives and any other wholesale customers in a manner consistent with the Midwest ISO's Open Access Transmission Tariff curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' 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 re-energization.

[T]
[T]
[T]

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Transmission Emergency Control Program: (continued) [T]

(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.

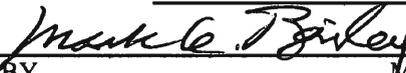
The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' Member Cooperatives and other transmission customers.

The SRC establishes and maintains contact with the appropriate personnel from each affected Member Cooperative, 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 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.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Transmission Emergency Control Program: (continued) [T]

- (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 Cooperatives' 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 Cooperatives' coordinators who will have prioritized the restoration of their affected substations. The Member Cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for 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) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

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ISSUED BY Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of an Order of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011.

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 71

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 10

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Generation Deficiency Emergency Control Program: [T]

a. Purpose:
To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

b. Procedures:

(1) Awareness:

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) Sequential 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 or reserve generation (if any) will be initiated only to serve firm load requirements.

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Big Rivers Electric Corporation
(Name of Utility)

RATES, TERMS AND CONDITIONS – SECTION 3

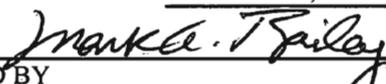
Special Rules Terms and Conditions – (continued) [T]

Generation Deficiency Emergency Control Program: (continued) [T]

- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' 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.
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations.
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member 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.

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Big Rivers Electric Corporation
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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Fuel Emergency Control Program: [T]

a. Purpose:

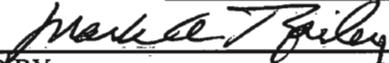
To provide a plan for reducing the consumption of electric energy on Big Rivers' system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather. [T]

b. Procedures:

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

- (1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:
 - (a) Advise all Member Cooperatives of the number of day's burn remaining.
 - (b) Optimize the use of non-coal-fired generation to the extent possible.
 - (c) For individual plants with coal inventories significantly under Big

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Big Rivers Electric Corporation
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CANCELLING P.S.C. KY. No. 23

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Fuel Emergency Control Program: (continued) [T]

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) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal 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 Cooperatives, directly 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.

[T]
[T]

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Original SHEET NO. 14

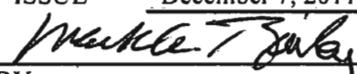
RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Fuel Emergency Control Program: (continued) [T]

- (3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.
 - (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the KPSC or FERC.
 - (c) Implement rolling native load curtailments.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued) [T]

Fuel Emergency Control Program: (continued) [T]

- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection of plant facilities, and employees' security.
- (6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.
 - (c) Termination of Energy Emergency:

The Fuel Emergency Control Program shall be terminated upon notice to the Public Service Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

[T]

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CANCELLING P.S.C. KY. No. _____

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RATES, TERMS AND CONDITIONS – SECTION 4

Definitions -

[T]

Unless stated otherwise within these Rates, Terms and Conditions, the following abbreviations and phrases will have the following meanings as of the effective date of this tariff –

1. "Big Rivers" shall mean Big Rivers Electric Corporation.
2. "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999.
3. "FERC" shall mean the Federal Energy Regulatory Commission.
4. "Kenergy" shall mean Kenergy Corp.
5. "KPSC" shall mean the Kentucky Public Service Commission.
6. "Member" shall mean either Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation.
7. "Member Cooperative" shall mean either Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation.
8. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation.
9. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation.
10. "Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any successor entity.
11. "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.
12. "OATT" shall mean the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as revised from time to time.

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Original SHEET NO. 78

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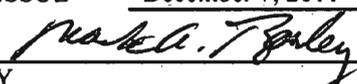
RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

[T]
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- 13. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS.
- 14. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of Energy or any successor agency.
- 15. "Seller" shall mean Big Rivers Electric Corporation.
- 16. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or Century Aluminum of Kentucky General Partnership.
- 17. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.
- 18. "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

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