

Figure 1: CPPP Regional Transmission Development Plan Participation Process Diagram

Principle 2 - Openness:

- *The transmission provider's planning process must be open to all affected parties, including but not limited to transmission customers, interconnection customers, state commissions, and other stakeholders.*
- *The transmission provider must develop mechanisms such as confidentiality agreements and password-protected access to information to manage the release of Critical Energy Infrastructure Information (CEI) into the public domain.*

All members of the CPPP stakeholder group described above have the opportunity to access the Big Rivers transmission planning process through posted documents and stakeholder meetings.

As noted under Principle 1, information is shared through easily accessible systems subject to standard security and confidentiality measures.

Some business-related information may be considered confidential and will not be shared.

Similarly, critical infrastructure or CEI information that

1. Relates to the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure

Examples of CEI are details of critical contingencies and limiting facilities that would jeopardize the integrity of the bulk transmission system, specific information on protective relaying schemes, and breaker data.

It is noted that CEI data filed with the FERC as Form No. 715 can be obtained by filing a CEI request using the Commission's established procedures. For other CEI information or other commercially-sensitive information requests, Big Rivers will consider provision under a nondisclosure agreement where there is legitimate need.

Confidentiality provisions will be periodically reviewed to ensure that stakeholders have access to sufficient data to enable them to perform their own reliability and economic planning studies or replicate existing studies.

Principle 3 - Transparency:

- *The transmission provider is required to disclose data, study methodology, basic criteria, and assumptions that underlie its transmission system plans in written form.*
- *The transmission provider must make simultaneous disclosures regarding the status of transmission projects to all parties of concern.*

Data, study methodology, basic criteria, assumptions that underlie transmission system plans, and study reports will be made available each year to stakeholders through postings supported by discussions and presentations at scheduled stakeholder meetings.

The base data cases will be those used by CPPP members for their reliability studies. Data cases are developed for the Siemens PTI Power System Simulator for Engineering (PSS/E). Conversion of data for use in other programs is the responsibility of the user.

The study methodology, basic criteria, and assumptions that underlie transmission system plans are those used by Big Rivers to ensure compliance with NERC Standards

Principle 4 - Information Exchange:

- *Network transmission customers must submit projected load and resource information on a comparable basis as that used by transmission providers in planning for native load*
- *Point-to-point customers are required to submit projected need for transmission service over the planning horizon*
- *The transmission provider, in consultation with customers and other stakeholders, must develop information exchange guidelines and schedules for the submittal of transmission planning information.*
- *Information must be made available at regular intervals and be identified in advance.*

Big Rivers requires network customers to provide information regarding projected loads and resources on a comparable basis to that provided on behalf of native load customers for planning purposes.

A point-to-point customer must provide information about its utilization of the transmission system including transmission capacity, duration, and receipt and delivery points. These requirements are specified in Big Rivers Open Access Transmission Tariff. Information regarding planned generator additions or upgrades including status and expected in-service date, planned retirements, and environmental restrictions are also required in accordance with generator interconnection procedures.

This information is included in Big Rivers base case models so the needs of transmission customers are addressed in the transmission expansion plan. Additional information or changes to previously submitted information can be submitted throughout the planning process and will be incorporated into the planning process wherever possible.

Principle 5 - Comparability:

- *The transmission provider must develop a transmission plan that (1) meets the specific service requirements of transmission customers and (2) treats similarly situated customers (network and*

retail/wholesale native load) comparably in the transmission planning process

- *Customer demand resources should be considered on a comparable basis to the service provided by comparable generation resources.*

Big Rivers develops transmission plans that meet the specific service requests of its transmission customers and otherwise treats similarly-situated customers comparably in transmission system planning.

Customer demand resources are considered on a comparable basis with generation resources.

Principle 6 - Dispute Resolution:

- *Transmission providers must propose a dispute resolution process. An existing dispute resolution process may be used, but the transmission provider must address how it would work in the transmission planning process.*
- *The timing of the dispute resolution process should be consistent with the transmission planning process*

For disputes arising under Attachment K the parties will attempt to settle the dispute through informal negotiation. The dispute resolution process will progress to discussions and meeting with Big Rivers senior management.

Principle 7 - Regional Participation:

- *The transmission provider must coordinate with interconnected systems to (1) share system plans to ensure simultaneous feasibility, (2) maximize use of consistent assumptions and data, and (3) identify system enhancements that relieve congestion or integrate new resources*
- *The Transmission Planning proposal must specify the broader region in which it proposes to conduct integrated and coordinated regional planning.*
- *The transmission provider should consider and accommodate existing institutions, physical characteristics, and historical practices in their planning process.*

Big Rivers participates in regional and interregional planning through the CPPP group as described under Principles 1 and 8.

Participation in planning between regions is achieved through four relationships: the Southeastern Interregional Planning Group (via the CPPP), a joint TVA, PJM, and MISO planning agreement, membership in SERC Reliability Corporation, and participation in the Eastern Interconnection Reliability Assessment Group (ERAG). These relationships and joint studies ensure that Big Rivers coordinates with interconnected systems.

Southeastern Interregional Planning Group:

The Southeastern Interregional Planning Group plan defines an inter-regional process among transmission owners Alabama Electric Cooperative, Dalton Utilities, Duke Energy Carolinas, Entergy Operating Companies, Georgia Transmission Corporation, Municipal Electric Authority of Georgia, Progress Energy Carolinas, Santee Cooper, South Carolina Electric and Gas, South Mississippi Electric

Power Association, Southern Company, and Tennessee Valley Authority.

The process will be used to collect data, coordinate planning assumptions and address stakeholder study requests. Data and assumptions developed at the regional level will be consolidated and used in the development of models for use in the process. In addition to performing stakeholder requested studies, the interregional planning process provides a means for the participating transmission providers and stakeholders to review the data, assumptions, and assessments being performed on an interregional basis.

Joint Planning Agreements (JRCA) with TVA, PJM and MISO:

A TVA, PJM, and MISO agreement exists for the exchange of information (including Big Rivers data) and the implementation of reliability and efficiency protocols. These agreements address the equitable and economical management of congestion on flowgates affected by flows of Big Rivers as well as TVA, PJM, and the Midwest ISO and use of the congestion management procedures by third parties on flowgates affected by the flows of any party that binds itself to the congestion management procedures of the agreements. The agreements also address arrangements for coordination of the parties systems.

The joint planning activities between TVA, PJM, and MISO are used as a basis for studies with SPP. These expanded activities are not yet fully covered by formal agreements. Initial studies include development of long term plans for the combined area for years 2018 and 2024.

Each of the entities has its own stakeholder group. The joint planning activities are being used as the basis for development of combined stakeholder participation, and for coordination of responses to stakeholder interregional study requests.

SERC Reliability Corporation:

SERC Reliability Corporation is a member of NERC and is responsible for reliability in the southeast. Big Rivers is a member of SERC and is included in the Central Subregion of SERC. Big Rivers planning personnel participate in a number of committees, groups and task forces within SERC to ensure regional coordination in transmission planning.

The SERC planning processes and their relationship to the local planning processes of the SERC member systems are described in the SERC Reference Document "Regional Transmission Assessment Study Processes Within SERC." In general, all members including Big Rivers conduct regional reliability studies within the SERC framework of intra-regional near-term & long-term studies. Member system models are combined into a SERC reliability study model annually. SERC members couple local transmission assessment activities with regional coordinated transmission study processes. Joint study efforts involving two or more parties are used to maintain coordination among systems and along system interfaces. The processes may also involve Regional Transmission Organizations (RTOs).

Eastern Interconnection Reliability Assessment Group (ERAG).

ERAG comprises the six NERC regions composing the eastern interconnection, for the purpose of augmenting reliability of the bulk power system in the joint areas. ERAG has responsibility for the Multiregional Modeling Working Group (MMWG). A single master study base case covering the entire eastern interconnection is developed each season. Big Rivers participates in ERAG activities through its SERC membership.

ERAG study work is shared between regions under a number of study forums. SERC assigns members to conduct inter-regional studies with other RROs through the ERAG agreement. Also, SERC's designated liaison to the ERAG Multiregional Modeling Working Group (MMWG) updates the Eastern Interconnection study model.

Principle 8 - Economic Planning Studies:

- *The Transmission Provider must prepare studies identifying "significant and recurring" congestion and post such studies on their OASIS.*
- *Studies should analyze and report on (1) location and magnitude of congestion, (2) possible remedies for the elimination of congestion, (3) associated costs of congestion, (4) costs associated with relieving congestion.*
- *Such studies must include the integration of new generation resources or loads on an aggregated or regional basis.*
- *The planning process must consider both reliability and economic considerations (e.g. whether transmission upgrades or other investments can reduce the overall costs).*
- *Transmission providers should develop a means to allow the Transmission Provider and stakeholders to cluster requests for economic planning studies so that such studies can be performed in an efficient manner.*
- *Requests for economic planning studies, and responses to those requests, must be posted on OASIS. The transmission provider must coordinate with interconnected systems to (1) share system plans to ensure simultaneous feasibility, (2) maximize use of consistent assumptions and data, and (3) identify system enhancements that relieve congestion or integrate new resources.*

Big Rivers will continue to perform planning studies to identify transmission congestion within Big Rivers and between Big Rivers and other balancing areas, with integration of new resources including options suggested by stakeholders or loads on an aggregated basis. Big Rivers will use reliability and economic studies whenever feasible to improve efficiency and lower costs. Economic benefits such as those related to transmission congestion and integration of new transmission users will be considered when addressing reliability issues.

Study reports will identify congestion in its transmission system. These study reports will be posted on OASIS.

Big Rivers presently does not use LMP as the basis for its economic analysis of congestion. Reliability studies are directed towards elimination of congestion to allow optimal economic dispatch.

Stakeholder Requested Studies.

Through the CPPP planning process, a reasonable number of economic studies will be completed. All stakeholder requests will be posted on OASIS. All economic project requests will be considered as alternatives for reliability problem solutions.

Requests for economic studies must be supported by provision of the necessary data, such as generator models and transaction patterns. Depending on confidentiality considerations, use of more generic industry data may be deemed acceptable.

Big Rivers' participation in the CPPP stakeholder process does not substitute for the official interconnection and transmission service request processes. The official interconnection process must be used for any requests to interconnect to the Big Rivers transmission system.

Principle 9 - Cost Allocation:

- *For projects that do not fit under the cost allocation structure in the existing pro forma OATT, such as regional projects involving several transmission owners or economic projects, transmission providers are required to address the allocation of costs for new facilities in its planning process.*
- *The proposal should identify the types of new projects not covered under existing cost allocation rules.*
- *FERC is not prescribing specific cost allocation methods, but will consider (1) whether a cost allocation proposal fairly allocates costs among participants, (2) whether the cost allocation proposal provides incentives to construct new transmission, and (3) whether the proposal is supported by state authorities and participants across the region.*

Costs of transmission system upgrades are recovered through Big Rivers' rates for transmission service.

Where existing rate structures do not apply, such as to regional projects involving several transmission owners or projects identified through economic planning studies, costs will be allocated to the customers requesting the project. Where a project crosses regional boundaries, each regional transmission owner will be responsible for allocating its share of the cost.

When a project is requested that is an acceleration or modification of a project already planned for implementation, the requesting party will pay the incremental costs.

If Big Rivers elects to enhance a stakeholder requested project, the requesting party will be responsible only for the costs of the project at the level requested for that party's needs.

In applying these cost allocation principles, Big Rivers will identify benefits that a requested project may provide to Big Rivers such as deferral of other transmission projects or a reduction in energy losses. The costs assigned to the requesting party will be a net value, recognizing the value of any such benefits.

ATTACHMENT L

Creditworthiness Procedures

1. Purpose – For the purpose of determining the ability of a Transmission Customer (“Customer”) to meet its financial obligations related to service under Big Rivers Electric Corporation’s (“BREC”) Open Access Transmission Tariff, BREC will use the following credit review procedures.
2. Credit Review – BREC will perform a credit review of each Customer. BREC’s CFO shall continuously assess each Transmission Customer’s credit risk and determine their credit limit, based upon both qualitative and quantitative factors. Among other things, such factors may include the Customer’s competitive position, capital structure, liquidity, financial strength, profitability and credit ratings. A credit file will be maintained for each Customer in support of such credit limit determination. BREC will treat Customer credit information confidential. The Customer shall provide the following minimum information:
 - a. The most recent two fiscal years audited financial statements (including the footnotes).
 - b. The most recent unaudited fiscal year, if any, and year-to-date financial statements.
 - c. DUNS number.
 - d. Moody’s and/or S&P’s long term senior unsecured debt ratings.
 - e. Primary credit officer contact information, including name, title, mailing address, telephone number and facsimile number.

Other commercially reasonable information may be requested by BREC during the credit review process. In determining credit level and collateral requirements, BREC may also use any third-party information it finds available and appropriate.

3. Credit Exposure – BREC’s CFO will monitor BREC’s credit exposure to each Customer. BREC will review the Customer’s payment history and ensure that no payment due it is in arrears. Overdue payments will include interest at the appropriate rate.
4. Security – In the event a Customer does not meet BREC’s creditworthiness standard, the Customer may substitute one or more of the following:

- a. An unconditional and irrevocable letter of credit from an institution acceptable to BREC in an amount and term sufficient to support Customer's responsibilities and obligations under the Tariff.
- b. A corporate guarantee acceptable to BREC.
- c. Prepayment of the charge for service on terms acceptable to BREC.

Any alternative form of security proposed by the Customer and acceptable to BREC may be used.

5. Notices – BREC will notify Customer of initial credit level and collateral requirements, and any change thereto. Customer may contest any adverse credit determination by BREC by providing supporting information, and may request an explanation of BREC's credit determination. When necessary, BREC will give Customer a reasonable opportunity to post additional collateral. All communication and notices to BREC regarding the Customer's credit shall be to the following address:

Big Rivers Electric Corporation
Attention: CFO
201 Third Street
Henderson, KY 42420
Phone: 270-827-2561
Facsimile: 270-827-2558

6. Waiver – No failure on the part of BREC to exercise any of its rights or remedies hereunder shall waive them, unless expressly stated by BREC in writing.

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

E.ON U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

EXHIBIT 34

Comparison of Proposed OATT against Current OATT

December 2007

BIG RIVERS ELECTRIC CORPORATION
OPEN ACCESS
TRANSMISSION TARIFF

Revised July 23, 2004

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C

C |

35.3 Network Operating Committee:118

COMMON SERVICE PROVISIONS

C 1 Definitions

1.1 ~~1.1~~ Affiliate:

With respect to a corporation, partnership or other entity, each such other

C corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

1.2 ~~1.2~~ Ancillary Services:

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of Big Rivers' Transmission System in accordance with Good Utility Practice.

C 1.3 ~~1.3~~ Annual Transmission Costs:

The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H until amended by Big Rivers.

C 1.4 ~~1.4 Application:~~ Application:

A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

C 1.5 ~~1.5~~ Completed Application:

An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit. __

C **1.6 ~~Control Area:~~ Control Area:**

An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

C 1. ~~(1)~~ match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);

C 2. ~~(2)~~ maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

C 3. ~~(3)~~ maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

C 4. ~~(4)~~ provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

C **1.7 ~~Curtailed Capacity:~~ Curtailed Capacity:**

A reduction in firm or non-firm transmission service in response to a

C ~~transmission capacity~~ transfer capability shortage as a result of system

reliability conditions.

C **1.8 ~~Delivering Party~~:**

The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

C **1.9 ~~Designated Agent~~:**

Any entity that performs actions or functions on behalf of Big Rivers, an Eligible Customer, or the Transmission Customer ~~that are~~ required under the Tariff.

C **1.10 ~~Direct Assignment Facilities~~:**

Facilities or portions of facilities that are constructed by Big Rivers for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to regulatory approval where applicable.

C **1.11 ~~Eligible Customer~~:**

- i. Any electric utility (including Big Rivers and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff.

Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with

- C respect to transmission service that the Federal Energy Regulatory Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that Big Rivers offer the unbundled transmission service, or pursuant to a voluntary offer of such service by Big Rivers.

- C ii. Any retail customer taking unbundled

C ~~_____~~ transmission service pursuant to a state requirement that Big Rivers offer the transmission service, or pursuant to a voluntary offer of such service by Big Rivers, is an Eligible Customer under the Tariff.

C **1.12 ~~_____~~ Facilities Study~~—~~:**

An engineering study conducted by Big Rivers to determine the required modifications to Big Rivers' Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

T ~~1.12 FERC: The Federal Energy Regulatory Commission, or its successor agency.~~

C **1.13 ~~_____~~ Firm Point-To-Point Transmission Service~~—~~:**

Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.

C **1.14 ~~_____~~ Good Utility Practice~~—~~:**

Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been

expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

C

~~1.15 Hourly Non-Firm Transmission Service; Non-Firm Transmission Service under Rate Schedule HNF that is scheduled and paid for on an as available basis and is subject to interruption.~~

C

C

~~1.15~~ ~~1.16~~ **Interruption:**

A reduction in non-firm transmission service due to economic reasons pursuant to Section ~~14.7~~.

T

~~1.17 LECM/ECM Energy Marketing Inc. the purchaser of all of Big Rivers' generating unit output directly or indirectly during the term of Big Rivers' twenty-five year transaction with LECM/ECM Energy Corp. and other affiliates of LECM Energy Corp.~~

C

~~14.16~~ **Load Ratio Share:**

Ratio of a Transmission Customer's Network Load to Big Rivers' total load computed in accordance with Sections 34.2 and 34.3 of the Network

C Integration Transmission Service under Part III of the Tariff and calculated on a rolling twelve month basis.

C ~~1.17~~ **Load Shedding**;

The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

C ~~1.18~~ **Long-Term Firm Point-To-Point Transmission Service**;

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.---

C ~~1.19~~ **Native Load Customers**;

The wholesale power customers of Big Rivers- on whose behalf Big Rivers, by contract, has undertaken an obligation to construct and operate its system to meet the reliable electric needs of such customers. Big Rivers' native load customers specifically include its ~~four~~three member distribution cooperatives and their successors: ~~Green River Electric Company, Hamilton Rural Electric Cooperative,~~ Kenergy Corp; Jackson Purchase ~~Electric Cooperative~~ Energy Corporation; and Meade County Rural Electric Cooperative Corporation.---

C **1.~~19~~20 Network Customer~~—~~:**

An entity receiving transmission service pursuant to the terms of Big Rivers' Network Integration Transmission Service under Part III of the Tariff.

C **1.~~20~~21 Network Integration Transmission Service~~—~~:**

The transmission service provided under Part III of the Tariff.

C **1.~~21~~22 Network Load~~—~~:**

The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

C **1.~~22~~23 Network Operating Agreement~~—~~:**

An executed agreement that contains the terms and conditions under which the

Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

C **~~1.24~~ 24 Network Operating Committee:**

A group made up of representatives from the Network Customer(s) and Big Rivers established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

C **~~1.25~~ 25 Network Resource:**

Any designated generating resource owned, purchased or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

C **~~1.26~~ 26 Network Upgrades:**

Modifications or additions to transmission-related facilities that are integrated with and support Big Rivers' overall Transmission System for the general benefit of all users of such Transmission System.

C ~~1.27~~ **1.27 Non-Firm Point-To-Point Transmission Service:**

Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section ~~13.7~~ 13.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on an hourly basis as Hourly Non-Firm Transmission Service or on a daily, weekly, or monthly basis for renewable terms as Short-Term Non-Firm Transmission Service.

~~1.28~~ **1.28 Non-Firm Sale:**

C An energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

~~1.29~~ **1.29 Open Access Same-Time Information System (OASIS):**

C The information system and standards of conduct contained in Part 37 of the Federal Energy Regulatory ~~Commission's~~ Commission's regulations and all additional requirements implemented by subsequent ~~FERC~~ Federal Energy Regulatory Commission orders dealing with OASIS.

C ~~1.30~~ **1.30 Part I:**

Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.

C ~~1.31~~ **1.31 Part II:**

Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission

Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

C **1.32 Part III:**

Tariff Sections 28 through 35 pertaining to Network Integration Transmission

Service in conjunction

— with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

C **1.~~24~~33 Parties~~—~~:**

Big Rivers and the Transmission Customer receiving service under the Tariff.

C **1.~~25~~34 Point(s) of Delivery~~—~~:**

Point(s) on Big Rivers' Transmission System where capacity and energy transmitted by Big Rivers will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-~~to~~To-Point Transmission Service.

C **1.~~26~~35 Point(s) of Receipt~~—~~:**

Point(s) of interconnection on Big Rivers' Transmission System where capacity and energy will be made available to Big Rivers by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-~~to~~To-Point Transmission Service.

C **1.~~27~~36 Point-To-Point Transmission Service:**

The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

C **1.37 Power Purchaser—:**

The entity that is purchasing the capacity and energy to be transmitted under the Tariff.

1.38 Pre-Confirmed Application:

C An Application that commits the Transmission Customer to execute a Service Agreement upon receipt of notification that Big Rivers can provide the requested Transmission Service.

C **1.39 Receiving Party—:**

The entity receiving the capacity and energy transmitted by Big Rivers to Point(s) of Delivery.

C **1.40 Regional Transmission Group (RTG—):**

A voluntary organization of transmission owners, transmission users and other entities approved by the Federal Energy Regulatory Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

C **1.41 Reserved Capacity—:**

The maximum amount of capacity and energy that Big Rivers agrees to transmit for the Transmission Customer over Big Rivers' Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole

megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

C ~~1.42~~ ~~Section Header of Receipt and/or Points of Receipt and/or Points of Delivery other than those specified in a Service Agreement which a transmission customer taking Firm service under a Service Agreement desires to use on a non-firm basis pursuant to Section 21.1 under Part II of this Tariff:~~

~~1.43 Service Agreement:~~

The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and Big Rivers for service under the Tariff.

C ~~1.43~~ **43 Service Commencement Date:**

The date Big Rivers begins to provide service pursuant to the terms of an executed Service Agreement, or the date Big Rivers begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

C ~~1.44~~ **44 Short-Term Firm Point-To-Point Transmission Service:**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

C ~~1.45~~ ~~Short-Term Non-Firm Point-To-Point Transmission Service Non-Firm Transmission Service that is reserved and/or scheduled on a daily, weekly, or monthly basis for renewable term of not more than one (1) month and charged under Rate Schedule SCNE~~ **1.45 System Condition**

C A specified condition on Big Rivers' system or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using

C the curtailment priority pursuant to Section 13.6. Such conditions must be identified in the Transmission Customer's Service Agreement.

C ~~1.46~~ **System Impact Study**:

An assessment by Big Rivers of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration

C ———Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

C **1.47 ~~Third-Party Sale~~:**

Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

C **1.48 ~~Transmission Customer~~:**

Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that Big Rivers ~~create~~ file with the

C/T Kentucky Public Service Commission, a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

1.49 Transmission Provider's Monthly Transmission System Peak:

C The maximum firm usage of Big Rivers' Transmission System in a calendar month.

1.50 ~~Transmission Service~~:

Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.51 ~~Transmission System~~:

The facilities owned, controlled or operated by Big Rivers that are used to provide transmission service under Part II and Part III of the Tariff.

C ~~1.5.2 Transmission System Adequacy: Parties to the transmission firm service of Big Rivers Transmission System in a calendar month.~~

C ~~2. Initial Allocation and Renewal Procedures:~~ **Initial Allocation and Renewal Procedures**

~~2.1 Initial Allocation of Available Transmission Capacity:~~ **Transfer Capability:**
:

For purposes of determining whether existing capability on Big Rivers' Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.

C ~~2.2 Reservation Priority For Existing Firm Service Customers:~~

Existing firm service customers (wholesale requirements and transmission-only, with a contract term of ~~minimum~~ five years or more), have the right to
C continue to take transmission service from Big Rivers when the

C —contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from Big Rivers or elects to purchase capacity and energy from another supplier. If at the end of the contract term, Big Rivers' Transmission System cannot accommodate all of the requests for transmission service, the existing firm service customer must agree to accept a contract term at least equal to the longer of a competing request by any new Eligible Customer or five years and to pay the current rate in effect for such service.

C The existing firm service customer must provide notice to Big Rivers whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of ~~five years~~ five years or longer. Service agreements subject to a right of first refusal entered into prior to the date of implementation of this Tariff, unless terminated, will become subject to the five year/one year requirement on the first rollover date after the date of implementation of this Tariff.

3 ~~+~~Ancillary Services

Ancillary Services

C ~~Ancillary Services~~ are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. Big

Rivers is required to provide- and the Transmission Customer is required to purchase, the following Ancillary Services (i) Scheduling, System Control and

C Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

C ~~Big Rivers~~ is required to offer to provide
C the following ~~ancillary services~~ Ancillary Services only to the Transmission
C ~~customer~~ Customer serving load within the Big Rivers- Control Area- (i)
C Regulation and Frequency Response, (ii) Energy Imbalance ~~Service~~, (iii)
C Operating Reserve - Spinning, ~~and~~ (iv) Operating Reserve - Supplemental ~~Big~~
T ~~Rivers will provide these services for a pass-through of costs to Big Rivers under~~
~~arrangement with LEM at LEM's FERC approved tariff rates. A~~, and (v)
Generator Imbalance. The Transmission Customer serving load within the Big
T ~~Rivers- Rivers~~ Control Area is required to acquire these Ancillary Services,
T ~~whether~~ whether from Big Rivers, ~~from LEM, or~~ from a third party, or by self-supply
C ~~when technically feasible~~. The Transmission Customer may not decline Big
C Rivers' offer of ~~these required~~ Ancillary Services unless it demonstrates that it has
acquired the Ancillary Services from another source. The Transmission Customer
must list in its Application which Ancillary Services it will purchase from Big
Rivers. A Transmission Customer that exceeds its firm reserved capacity at any
C/T Point of Receipt or Point of Delivery or an Eligible Customer that uses
Transmission Service at a Point of Receipt or Point of Delivery that it has not
reserved is required to pay for all of the Ancillary Services identified in this
section that were provided by Big Rivers associated with the unreserved service.
The Transmission Customer or Eligible Customer will pay for Ancillary Services
based on the amount of transmission service it used but did not reserve.

~~T _____
Customer Big Rivers will charge each transmission customer (the full cost to Big Rivers
for such services including any penalties imposed by LRAM.~~

C/T

In the event a Transmission Customer (including Big Rivers for Third-Party Sales) makes an unreserved use of Ancillary Services in excess of the amount of such services associated with reserved Point-to-Point Transmission Service under this Tariff or in a Service Agreement (if such Service Agreement specifies a lower amount of any one or more Ancillary Services), the Transmission Customer shall pay, in addition to the amount owing for the Ancillary Services properly reserved, a penalty on the excess Ancillary Services taken, with a separate penalty applicable to each hour in which excess Ancillary Services are taken. The penalty for the unreserved use of Ancillary Services for each hour in which excess Ancillary Services are taken shall be equal to 200% of the maximum applicable Ancillary Services Charge for that hour. Penalties collected pursuant to this section shall be distributed in the manner set forth in section 15.8.

_____The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and

made a part of the Tariff. Three principal requirements apply to discounts for Ancillary Services provided by Big Rivers in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by Big Rivers must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by ~~Big Rivers~~ one's wholesale merchant or ~~any affiliate's~~ an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on the Big Rivers' system. Sections 3.1 through 3.~~4~~7 below list the ~~seven~~ Ancillary Services.

3.1 ~~Scheduling, System Control and Dispatch Service~~;

The rates and/or methodology are described in Schedule 1.

3.2 ~~Reactive Supply and Voltage Control from Generation or Other Sources Service~~;

The rates and/or methodology are described in Schedule 2 ~~and will amount to a flow through of the charges assessed Big Rivers under IEM tariffs.~~

3.3 ~~Regulation and Frequency Response Service~~ ~~The service is described in Schedule 3 and will amount to a flow through of the charges assessed Big Rivers under IEM tariffs;~~

~~Group Imbalance Service. The service is described in Schedule 3 and will amount to a flow through of the charges assessed Big Rivers under IEM tariffs. The service is obtained from IEM.~~

Where applicable the rates and/or methodology are described in Schedule 3.

3.4 Energy Imbalance Service:

~~3.5~~
T

Where applicable the rates and/or methodology are described in Schedule 4.

3.5 Operating Reserve - Spinning Reserve Service

T

~~This service is described in Schedule 5 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff when service is obtained from LEM:~~

~~3.6~~

Where applicable the rates and/or methodology are described in Schedule 5.

3.6 Operating Reserve - Supplemental Reserve Service

T

~~This service is described in Schedule 6 and will amount to a flow through of the charges assessed Big Rivers under LEM's tariff when service is obtained from LEM:~~

~~4~~

Where applicable the rates and/or methodology are described in Schedule 6.

3.7 Generator Imbalance Service:

C

Where applicable the rates and/or methodology are described in Schedule 9.

4 Open Access Same-Time Information System (OASIS)

Terms and conditions regarding Open Access Same-Time Information

System and standards of conduct are set forth in 18 CFR § 37 of the Federal Energy

Regulatory Commission's regulations (Open Access Same-Time Information System and

Standards of Conduct for Public Utilities

~~Big Rivers will adopt an OASIS meeting FERC's Requirements and will implement an OASIS as required for public utilities by~~

~~FERC, either alone or in conjunction with other utilities with whom) and 18 C.F.R. §~~

38 of the Federal Energy Regulatory Commission's regulations (Business Practice

Standards and Communication Protocols for Public Utilities). In the event available

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C | ~~transfer~~ transfer capability as posted on the OASIS is insufficient to accommodate a
request for firm transmission

service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

5 Big Rivers shall post on its public website all rules, standards and practices that (i) relate to the terms and conditions of transmission service, (ii) are not subject to a North American Energy Standards Board (NAESB) copyright restriction, and (iii) are not otherwise included in this Tariff. Big Rivers shall post on OASIS an electronic link to these rules, standards and practices, and shall post on its public website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. Big Rivers shall also make available on its public website a statement of the process by which Big Rivers shall add, delete or otherwise modify the rules, standards and practices that are posted on its website. Such process shall set forth the means by which Big Rivers shall provide reasonable advance notice to Transmission Customers and Eligible Customers of any such additions, deletions or modifications, the associated effective date, and any additional implementation procedures that Big Rivers deems appropriate.

5 [Reserved for Future Use]

6 —Reciprocity

 A Transmission Customer receiving transmission service under this Tariff

agrees to provide comparable transmission service that it is capable of providing to Big Rivers on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled- or operated by the Transmission Customer's corporate affiliates. A Transmission

C Customer that is a member of, or takes transmission service from, a power pool, Regional Transmission Group, Regional Transmission ~~Group~~ Organization (RTO), Independent System Operator (ISO) or other transmission organization approved by the Federal Energy Regulatory Commission for the operation of transmission facilities also agrees to provide comparable transmission service to the members of such power pool and Regional Transmission Group, RTO, ISO or
C other transmission organization on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or- operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled- or operated by the Transmission Customer's corporate affiliates.

- C _____ This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls- or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control- or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

C 7 ~~7~~ **Billing and Payment**

7.1 Billing Procedure:

~~7.1 Billing Procedure:~~

Within a reasonable time after the first day of each month, Big Rivers shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer by the first working day after the twenty-fourth day of the month. All payments shall

—_be made in immediately available funds payable to Big Rivers, or by wire

T transfer to ~~the~~ Old National Bank of ~~Uniontown, Kentucky~~ Evansville, Indiana, ABA #~~086300012~~ 086300012 for credit to Big Rivers' Account No. 1085559, or such other financial institution or account number as Big Rivers shall specify in writing.

C 7.2 ~~Interest on Unpaid Balances~~;

Interest on any unpaid amounts (including amounts placed in escrow) shall be

T calculated using the ~~Discount Rate as published in the Money Rates section of the Wall Street Journal~~ one-year United States Treasury Bill rates effective as of the first business day of the calendar month in which an unpaid balance becomes overdue. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment, with interest calculated and pro-rated for that portion of the month in which amounts are outstanding. The applicable interest rate shall be recalculated each month using the new ~~Discount Rate as published in the Money Rates section of the Wall Street Journal~~ one year United States Treasury Bill rate effective as of the first business day of the month. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Big Rivers

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7.3 Customer Default—:

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to Big Rivers on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after Big Rivers notifies the Transmission Customer to cure such failure, a default by the Transmission

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Customer shall be deemed to exist. Upon the occurrence of a default, Big Rivers may terminate service subject to any applicable regulatory approval or subject to the dispute resolution procedures of Section 11 if no regulatory

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approval is applicable; provided, however, that Big Rivers shall not be entitled to terminate service for non-payment of undisputed bills without application of the Section 11 dispute resolution procedures if no regulatory approvals are required. In the event of a billing dispute between Big Rivers and the Transmission Customer, Big Rivers will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements

for continuation of service, then Big Rivers may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days.

C 8 ~~Accounting for Big Rivers' Use of the Tariff~~ **Accounting for Big Rivers' Use of the Tariff**

Big Rivers shall record the following amounts, as outlined below.

C **8.1 ~~Transmission Revenues~~:**

Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

C **8.2 ~~Study Costs and Revenues~~:**

Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which Big Rivers conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the Tariff.

C 9 ~~Regulatory Filings~~

C _____ Nothing contained in the Tariff or any Service Agreement ~~thereunder~~ shall be construed as affecting in any way the right of Big Rivers to unilaterally make changes in rates, terms and conditions, charges, classifications of service, rules or regulation~~-~~ of this Tariff. This Tariff, and any Service Agreement entered into thereunder, will terminate immediately~~-~~ at Big Rivers' option, if ~~(+FERC)~~ upon request made by Big Rivers, the Federal Energy Regulatory Commission declines to issue a declaratory order approving this Tariff as complying with the reciprocity provisions of ~~FERC~~its Order Nos. 888 and 890; (ii) if a ~~FERC~~Federal Energy Regulatory Commission order approving the Tariff as complying with reciprocity is vacated on appeal; or (iii) if the Federal Energy Regulatory Commission subsequently alters its decision in the declaratory order that this ~~tariff~~Tariff complies with the reciprocity requirement and requires modifications to this ~~tariff~~Tariff that Big Rivers finds unacceptable. In the event Big Rivers terminates this Tariff pursuant to the above reasons, Big Rivers will continue to provide firm and non-firm transmission service to existing Transmission Customers pursuant to contractual commitments specified in Service Agreements so long as such Transmission Customers continue to grant reciprocal access to their own transmission systems or those of any affiliates pursuant to Section 6 of this Tariff.

C _____ Nothing contained in the Tariff or any Service Agreement ~~thereunder~~ shall

be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise any applicable rights under the Federal Power Act and pursuant to ~~FERC~~ the Federal Energy Regulatory Commission's rules and regulations promulgated thereunder ~~including any rights exercisable under Section 211 of the Federal Power Act.~~

10 ~~10~~ Force Majeure and Indemnification

10.1 Force Majeure:

~~10.1 Force Majeure:~~
An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

Neither Big Rivers nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

10.2 ~~10.2~~ Indemnification:

The Transmission Customer shall at all times indemnify, defend, and save Big Rivers harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Big Rivers' performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by Big Rivers.

11 ~~11~~ Creditworthiness

~~C For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, Big Rivers may require reasonable credit review procedures. This review shall be conducted in accordance with standard commercial practices. In addition, Big Rivers may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement an unconditional and irrevocable letter of credit or security to meet its responsibilities and obligations under the Tariff, or an alternative form of security proposed by the Transmission Customer and acceptable to Big Rivers, and may require compliance with practices established by the Uniform Commercial Code that protect Big Rivers against the risk of non-payment.~~

C ~~12~~ Big Rivers will specify its Creditworthiness procedures in

Attachment L.

12 Dispute Resolution Procedures

C **12.1 ~~12.1~~ Internal Dispute Resolution Procedures:**

Any dispute between a Transmission Customer and Big Rivers involving transmission service under the Tariff shall be referred to a designated senior representative of Big Rivers and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days or such other period as the Parties may agree upon by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

C **12.2 ~~12.2~~ External Arbitration Procedures:**

Any arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including

electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable regulations or Regional Transmission Group rules.

C **12.3 ~~12.3~~ — Arbitration Decisions—:**

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act.

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C 12.4 ~~12.4~~ **Costs**;

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- C 1. ~~(A)~~ the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
- 2. ~~(B)~~ one half the cost of the single arbitrator jointly chosen by the Parties.

C **12.5** ~~12.5~~ **Rights Under The Federal Power Act** ~~Nothing in this section shall restrict the rights of any party to file an Application for Transmission Services with the Commission under Section 211 of the Federal Power Act;~~

~~11.~~
Nothing in this section shall restrict the rights of any party to take applicable
C/T action before a regulatory commission having valid jurisdiction over the
subject of the complaint.

II. POINT-TO-POINT TRANSMISSION SERVICE

~~Preamble~~

Preamble

Big Rivers will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point

Transmission Service is for the receipt of capacity and energy at designated Point(s) of

C Receipt and the ~~transfer~~ transfer of such capacity and energy to designated Point(s) of Delivery.

C **13 — Nature of Firm Point-To-Point Transmission Service**

13.1 ~~13.1~~ — Term—:

The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

C **13.2 ~~13.2~~ — Reservation Priority—:**

(i) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis, i.e., in the chronological sequence in which each Transmission Customer has ~~reserved~~ requested service.

(ii) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction. However, Pre-Confirmed Applications for Short-Term Point-to-Point Transmission Service will receive priority over earlier-submitted requests that are not Pre-Confirmed and that have equal or shorter duration. Among requests with the same duration and pre-confirmation status (Pre-Confirmed or not confirmed), priority will be given to an Eligible Customer's request that offers the highest price, followed by the date and time of the request.

(iii) If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available

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~~transmission~~ transfer capability is insufficient to satisfy all

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Applications, an Eligible Customer with a reservation for shorter

term service or equal duration service and lower price has the

right of first refusal to match any longer term ~~reservation~~ request

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or equal duration service with a higher price before losing its

reservation priority. A longer term competing request for Short-

Term Firm Point-~~+~~ To-Point Transmission Service will be granted

if the Eligible Customer with the right of first refusal does not

agree to match the competing request within 24 hours (or earlier if

necessary to comply with the scheduling deadlines provided in

section 13.8) from being notified by Big Rivers of a longer-term

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competing request for Short-Term Firm Point-~~+~~ To-Point

Transmission Service. When a longer duration request preempts

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multiple shorter duration requests, the shorter duration requests shall have simultaneous opportunities to exercise the right of first refusal. Duration, pre-confirmation status, price and time of response will be used to determine the order by which the multiple shorter duration requests will be able to exercise the right of first refusal. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.

(iv) Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

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~~13.3 Use of Firm Transmission Service by Big Rivers:~~ **Use of Firm Transmission Service by Big Rivers:**

Big Rivers will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed after the date this Tariff becomes effective. Big Rivers will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point

Big Rivers Electric Corporation

Open Access Transmission Tariff
Original Sheet No.41

Transmission Service to make Third-Party Sales.

C 13.4 ~~Service Agreements~~ **Service Agreements**:-

Big Rivers shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission

C Service. Big Rivers shall offer a standard form Firm Point-~~to~~To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-~~to~~To-Point Transmission Service pursuant to the Tariff. An Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved and that has not executed a Service Agreement will be deemed, for purposes of assessing any appropriate charges and penalties, to have executed the appropriate Service Agreement. The Service Agreement shall, when applicable, specify any conditional curtailment options selected by the Transmission Customer. Where the Service Agreement contains conditional curtailment options and is subject to a biennial reassessment as described in Section 15.4, Big Rivers shall provide the Transmission Customer notice of any changes to the curtailment conditions no less than 90 days prior to the date for imposition of new curtailment conditions. Concurrent with such notice, Big Rivers shall provide the Transmission

Customer with the reassessment study and a narrative description of the study, including the reasons for changes to the number of hours per year or System Conditions under which conditional curtailment may occur.

C **13.5** ~~13.5 Transmission Customer Obligations for Facility Additions or Redispatch Costs:~~ **Transmission Customer Obligations for Facility Additions or Redispatch Costs:**

In cases where Big Rivers determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers, and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with Big Rivers' ability to meet prior firm contractual commitments to others, Big Rivers will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate Big

C — Big Rivers for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent Big Rivers can relieve any system constraint ~~more economically by arranging for redispatch~~ by redispatching Big Rivers' generating resources ~~located in Big River central area rather than through constructing Network Upgrades~~, it shall do so, provided that the Eligible Customer agrees to compensate Big Rivers ~~and/or the party whose resources are redispatched~~ pursuant to the terms of Section 27 and agrees to either (i) compensate Big Rivers for any necessary transmission facility additions or (ii) accept the service subject to a biennial reassessment by Big Rivers of redispatch requirements as described in Section 15.4. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.

C **13.6** ~~13.6 Curtailment of Firm Transmission Service~~ **Curtailment of Firm Transmission Service:**

C In the event that a Curtailment on Big Rivers' Transmission System, or a portion thereof, is required to maintain reliable operation of such system and the system directly and indirectly interconnected with Big Rivers' Transmission System, Curtailments ~~will~~ will be made on a non-discriminatory basis to ~~all transmission facilities~~

Big Rivers Electric Corporation

Open Access Transmission Tariff
Revised Sheet No.42
Replacing Original Sheet No.42

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transaction(s) that effectively relieve the constraint. ~~In the event~~

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~~The curtailing of interruptible service to Network Customers
transmission and/or non-Firm Point-to-Point Transmission Service
effectively relieve the constraint, curtailment that will be made on a non-
discriminatory basis to Network and Customer transactions that effectively
relieve the constraint. Subject to this higher priority for Native Load
Customers not taking interruptible retail service.~~ Big Rivers may elect to

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implement such Curtailments pursuant to the Transmission Loading Relief
procedures specified in Attachment J. If multiple transactions require

Curtailment, to the extent practicable and consistent with Good Utility
Practice, Big Rivers will curtail service to Network Customers and

Transmission Customers taking Firm Point-To-Point Transmission Service on
a basis comparable ~~basis.~~ When making to the curtailment of service to Big

Rivers' Native Load Customers. All Curtailments will be made on a non-
discriminatory basis, however, Non-Firm Point-To-Point Transmission

Service shall be subordinate to Firm Transmission Service. Long-Term Firm
Point-to-Point Service subject to conditions described in Section 15.4 shall be

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curtailed with secondary service in cases where the conditions apply, but
otherwise will be curtailed on a pro rata basis with other Firm Transmission

Service. When Big Rivers determines that an electrical emergency exists on

its Transmission System and implements emergency procedures to Curtail

Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of Big Rivers. However, Big Rivers

C ~~It~~ reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in Big Rivers' sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. Big Rivers will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

C ~~13.7~~ 13.7 ~~Classification of Firm Transmission Service:~~

The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a

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C (a) ~~non-firm basis~~
consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.2.

C (b) ~~The~~ Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on Big Rivers' Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant, in which case the units would be treated as a single Point of Receipt.

C (c) ~~The~~ Big Rivers shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as

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mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm ~~transmission capacity~~ transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule ~~4~~7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. ~~Big Rivers shall specify the rat treatment and all related terms and conditions applicable in~~ In the event that a Transmission Customer (including Big Rivers for Third-Party

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Sales ~~exceeds~~) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved, the Transmission Customer shall pay, in addition to the amount owing for the reserved capacity, a penalty on the excess amount of transmission taken at the specific Point of Receipt or Point of Delivery where the reserved capacity was exceeded, with a separate penalty for each period of unreserved use. The penalty for the unreserved use of transmission service shall be equal to 200% of the maximum Firm Point-to-Point Transmission Service rate for the period of unreserved use, subject to the following principles: (1) For single or multiple instances of unreserved use within a single day, the penalty shall be 200% of the maximum applicable daily rate for Firm Point-to-Point Transmission Service, based on the hour during the day in which the unreserved use was highest; (2) for instances of unreserved use on two or more separate days within a single week, the penalty shall be 200% of the maximum weekly rate for Firm Point-to-Point Transmission Services, based on the hour during the week in

which the unreserved use was highest; and (3) for instances of unreserved use on two or more separate days within two or more separate weeks within a calendar month, the penalty shall be 200% of the maximum monthly rate for Firm Point-to-Point Transmission Service, based on the hour during the month in which the unreserved use was highest. Penalties collected pursuant to this section shall be distributed in the manner specified in Section 15.8

C **13.8 ~~13.8~~ — Scheduling of Firm Point-To-Point Transmission Service:**
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Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to Big Rivers no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m.

C ~~of the day prior to commencement of service~~ will be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered must be stated in increments of one (1) MW per hour. Transmission Customers within Big Rivers' service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under one (1) MW per hour, may consolidate their service requests at a common point of receipt into units of one (1) MW per hour for scheduling and billing purposes.

Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Big Rivers will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify Big Rivers, and Big Rivers shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

C **14 — Nature of Non-Firm Point-To-Point Transmission Service**

14.1 ~~Term~~ —:

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of ~~Non-Firm Point-To-Point Transmission Service~~ service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

C **14.2 ~~Transfer~~ Reservation Priority:**

Non-Firm Point-To-Point Transmission Service shall be available from

C ~~transfer~~ transfer capability in excess of that needed for reliable service to

Native Load Customers, Network Customers and other Transmission

Customers taking Long-Term and Short-Term Firm Point-To-Point

Transmission Service. A higher priority will be assigned first to reservations

C with a longer duration of service and second to Pre-Confirmed Applications.

In the event the Transmission System is constrained, competing requests of

C the same Pre-Confirmation status and equal duration will be prioritized based

on the highest price offered by the Eligible Customer for the Transmission

Service. Eligible Customers that have already reserved shorter term service

have the right of first refusal to match any longer term reservation before

C being preempted. A longer term competing request for Non-Firm Point-~~To~~-

Point Transmission Service will be granted if the Eligible Customer with the

right of first refusal does not agree to match the competing request: (a)

C immediately for hourly Non-Firm Point-~~To~~-Point Transmission Service after

notification by Big Rivers; and, (b) within 24 hours (or earlier if necessary to

comply with the scheduling deadlines provided in Section 14.6) for Non-Firm

C Point-~~To~~-Point Transmission Service other than hourly transactions after

notification by Big Rivers. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

C **14.3 ~~14.3~~ Use of Non-Firm Point-To-Point Transmission Service by Big Rivers:**

Big Rivers will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after the date this ~~tariff~~ Tariff goes into effect. Big Rivers will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

C **14.4 ~~14.4~~ Service Agreements:**

Big Rivers shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff.

C **14.5 ~~14.5~~ Classification of Non-Firm Point-To-Point Transmission Service:**

Non-Firm Point-To-Point Transmission Service shall be offered under terms

and conditions contained in Part II of the Tariff. Big Rivers undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service.

Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the

~~Tariff. Non-Firm Transmission Service in excess of non-firm capacity reservations made on Big Rivers' OASIS (including all unscheduled uses of transmission by third parties) shall be billed at 120% of the maximum applicable Rate Schedule N/F rates. In the event that a Transmission~~

Customer (including the Big Rivers for Third-Party Sales) exceeds its non-firm capacity reservation at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved, the Transmission Customer shall pay, in addition to the amount owing for the reserved capacity, a penalty on the excess amount of transmission taken at the specific Point of Receipt or Point of Delivery where the reserved capacity was exceeded, with a separate penalty for each period of unreserved use. The penalty for the unreserved use of transmission service shall be equal to 200% of the maximum applicable Firm Point-to-Point

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Transmission Service rate for the period of unreserved use, subject to the following principles: (1) For single or multiple instances or unreserved use within a single day, the penalty shall be 200% of the maximum applicable daily rate for Firm Point-to-Point Transmission Service, based on the hour during the day in which the unreserved use was highest; (2) for instances of unreserved use on two or more separate days within a single week, the penalty shall be 200% of the maximum weekly rate for Firm Point-to-Point

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Transmission Service, based on the hour during the week in which the unreserved use was highest; and (3) for instances of unreserved use on two or more separate days within two or more separate weeks within a calendar month, the penalty shall be 200% of the maximum monthly rate for Firm Point-to-Point Transmission Service, based on the hour during the month in which the unreserved use was highest. Penalties collected pursuant to this section shall be distributed in the manner specified in Section 15.8. Non-Firm

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Point-To-Point Transmission Service shall include ~~transmission of energy on an hourly basis~~ ~~and transmission of scheduled short-term capacity and energy on a~~ transmission of energy on an hourly basis ~~and transmission of scheduled short-term capacity and energy on a~~ daily, weekly

C or monthly basis ~~and not to exceed one month's~~, but not to exceed one ~~month's~~ reservation for any one Application, under Schedule ~~8~~.

C **14.6 ~~11.6~~ Scheduling of Non-Firm Point-To-Point Transmission Service~~;~~**

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted

to Big Rivers no later than 2:00 p.m. of the day prior to commencement of

C such service ~~unless otherwise mutually agreed~~. Schedules submitted after

C 2:00 p.m. ~~of the day prior to commencement of service~~ will be

accommodated, if practicable. Hour-to-hour schedules of energy that is to

C be delivered must be stated in increments of one (1) MW per hour.

Transmission Customers within Big Rivers' service area with multiple

requests for Transmission Service at a Point of Receipt, each of which is

under one (1) MW per hour, may consolidate their schedules at a common

Point of Receipt into units of one (1) MW per hour. Scheduling changes

C will be permitted up to twenty (20) ~~minute~~ minutes before the start of the

next clock hour provided that the Delivering Party and Receiving Party also

agree to the schedule modification. Big Rivers will furnish to the

C Delivering Party's system operator, hour-to-hour schedules equal to those

—_furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party- or Receiving Party revise or terminate any schedule, such party shall immediately notify Big Rivers, and Big Rivers shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered. ~~Until such time as Big Rivers develops its OASIS, all Non-Firm Transmission Service Schedules and any changes thereto shall be submitted to Big Rivers at:~~

T

~~Telephone No. (270) 827-9553~~

~~Telefax No. (270) 827-2855.~~

~~Thereafter, all Non-firm Transmission Service Schedules shall be submitted directly to Big Rivers' OASIS in accordance with FERC approved procedures.~~

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14.7 ~~4.7~~ Curtailment or Interruption of Service:

Big Rivers reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System or the systems directly and indirectly interconnected with Big Rivers' Transmission System. Big

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Big Rivers Electric Corporation

Open Access Transmission Tariff
Revised Sheet No.52
Replacing Original Sheet No.52

Rivers may elect to implement such Curtailments pursuant to the

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Transmission Loading Relief procedures specified in Attachment J. Big

Rivers reserves the right to Interrupt, in

C ———_whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, ~~or~~ (4) transmission service for Network Customers from non-designated resources, or (5) transmission service for Firm Point-to-Point Transmission Service during conditional curtailment periods as described in Section 15.4. Big Rivers also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or

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Interruptions will be made to transactions of the

C. ~~Shortest~~ shortest term (e.g., hourly non-firm transactions will

be -Curtailed or Interrupted before daily non-firm

C. ~~Intentionally Left Blank~~

transactions and daily non-firm transactions will

be Curtailed or Interrupted before weekly non-firm

transactions). Transmission service for Network

Customers from resources other than designated Network

Resources will have a ~~higher~~ higher priority than any Non-Firm Point-To-Point

C Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission

Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower

priority than any Non-Firm

Point-To-Point Transmission Service under the

Tariff. ~~Non-Firm Point-To-Point Transmission Service~~

C ~~over Secondary Point(s) of Receipt and Delivery will~~

~~have a lower priority than any Non-Firm Point-To-Point~~

~~Transmission Service under the Tariff.~~

~~(Service Availability):~~ Big Rivers will provide advance notice of

Curtailment or Interruption where such notice can be provided consistent with

Good Utility Practice.

C 15 ~~5.1 General Conditions~~ Service Availability

15.1 General Conditions:

Big Rivers will provide Firm and Non-Firm Point-To-Point Transmission Service over, on- or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

C **15.2 ~~15.2~~ Determination of Available Transmission Transfer Capability;**

A description of Big Rivers' specific methodology for assessing available

C ~~transmission~~ transfer capability posted on Big Rivers' OASIS (~~described in~~

Section 4 ~~of this Tariff~~) is contained in Attachment C of the Tariff. In the

C event sufficient ~~transmission~~ transfer capability may not exist to accommodate a service request, Big Rivers will respond by performing a System Impact Study.

C **15.3 ~~15.3~~ Initiating Service in the Absence of an Executed Service Agreement Initiating Service in the Absence of an Executed Service Agreement;**

If Big Rivers and ~~the~~ Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and

C conditions of ~~the~~ Point-To-Point Service Agreement, Big Rivers shall submit to the Transmission Customer, within thirty (30) days after the date the Transmission Customer provides written notification directing Big Rivers to do so, an unexecuted Point-To-Point Service Agreement containing terms and

conditions deemed appropriate by Big Rivers for such requested Transmission Service. Big Rivers shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate Big Rivers at its currently effective rate, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3. In the event a Transmission Customer accepting transmission service from Big Rivers under an unexecuted agreement disagrees with the terms and conditions of such service, that customer shall have recourse to the dispute resolution procedures of Section 12 of the Tariff.

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15.4 ~~15.4~~ — Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System—, Redispatch or Conditional Curtailment:

- (a) If Big Rivers determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, Big Rivers will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, consistent with its planning obligations in Attachment K, provided the Transmission Customer agrees to compensate Big Rivers for such costs pursuant to the terms of Section 27. Big

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Rivers will conform to Good Utility Practice and its planning obligations in Attachment K, in determining the need for new facilities and in the design and construction of such facilities.

~~That~~ The obligation applies only to those facilities that Big Rivers has the right to expand ~~and~~ or modify.

C

- (b) ~~§ 5.4.5~~ If Big Rivers determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, Big Rivers will use due diligence to provide redispatch from its own resources until (i) Network Upgrades are completed for the Transmission Customer, (ii) Big Rivers determines through a biennial reassessment that it can no longer reliably provide the redispatch, or (iii) the Transmission Customer terminates the service because of redispatch changes resulting from the reassessment. Big Rivers shall not unreasonably deny self-provided redispatch or redispatch arranged by the Transmission Customer from a third party resource.
- (c) If Big Rivers determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service

C

because of insufficient capability on its Transmission System, Big Rivers will offer the Firm Transmission Service with the condition that Big Rivers may curtail the service prior to the curtailment of other Firm Transmission Service for a specified number of hours per year or during System Condition(s). If the Transmission Customer accepts the service, Big Rivers will use due diligence to provide the service until (i) Network Upgrades are completed for the Transmission Customer, (ii) Big Rivers determines through a biennial reassessment that it can no longer reliably provide such service, or (iii) the Transmission Customer terminates the service because the reassessment increased the number of hours per year of conditional curtailment or changed the System Conditions.

15.5 Deferral of Service-:

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Big Rivers may defer providing ~~transmission~~ service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever Big Rivers determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

C **15.6 ~~15.6~~ Other Transmission Service Schedules:**

Eligible Customers receiving transmission service under other agreements may continue to receive transmission service under those agreements until

C such ~~time as those~~ agreements ~~are~~ may be modified by the parties or an applicable regulatory commission, or expire.

C **15.7 ~~15.7~~ Real Power Losses:**

Real Power Losses are associated with all transmission service. Big Rivers is

C not obligated to provide Real Power Losses ~~to Transmission Customers~~. The

Transmission Customer is responsible for replacing losses associated with all

C transmission service as ~~such losses are~~ calculated by Big Rivers.- Big Rivers shall recalculate average system Real Power ~~loss~~ loss factors on a yearly basis according to the methodology specified in Schedule 10.

15.8 Distribution of Unreserved Use Penalties:

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In the event that unreserved use occurs in a given month pursuant to Section 3,

13.7(c) 14.5, 28.6, and/or 30.4, Big Rivers shall distribute revenues that it

receives as penalties for unreserved use to those Transmission Customers

(including the Big Rivers for Third-Party Sales and Native Load Customers)

under this Tariff that reserved transmission service during the month and did

not incur unreserved use penalties in that month; provided, however, that Big

Rivers shall retain 50% of any unreserved use penalties to reflect the base Firm Point-to-Point Transmission charge for the unreserved use. In the event that Big Rivers' power supply incurs unreserved use penalties, Big Rivers shall be disqualified from receiving a distribution of unreserved use penalties, but shall nonetheless retain the portion of any unreserved use penalties that reflects the base Firm Point-to-Point Transmission Service charge for the unreserved use, as described in the preceding sentence.

Unreserved use penalty revenues shall be calculated and distributed on a monthly basis, based upon the ratio of the transmission service revenues from each Transmission Customer that did not incur unreserved use penalties in that month to the aggregate transmission service revenues from all such Transmission Customers that did not incur unreserved use penalties in that month. For purposes of distributing the 50% of unreserved use penalties that are not retained by Big Rivers, each Transmission Customer's transmission service revenues shall be based upon its bill(s) during the service month in which the unreserved use penalties are incurred, without regard to any recalculation as the result of a billing dispute or error correction. If there are no customers that do not incur unreserved use penalties in a given month, any revenues shall be distributed and allocated to Transmission Customers that do

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C/T

not incur unreserved use penalties in the first month after unreserved use penalties are incurred and at least one Transmission Customer does not incur an unreserved use penalty, with interest calculated using the one-year United States Treasury Bill rate effective as of the first business day of the calendar month. Distribution shall be accomplished via a credit to the Transmission Customer's bill(s) for the applicable billing month or by a separate cash payment to the Transmission Customer during the applicable billing month, except that the Big Rivers shall retain amounts allocated to itself for Third-Party Sales.

16 Transmission Customer Responsibilities

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16.1 ~~16.1~~ Conditions Required of Transmission Customers:

Point-To-Point Transmission Service shall be provided by Big Rivers only if the following conditions are satisfied by the Transmission Customer:

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(a) ~~16.1~~ The Transmission Customer has pending a Completed Application for service;

C

(b) ~~16.1~~ The Transmission Customer meets the creditworthiness criteria set forth in Section 11;

C

(c) ~~16.1~~ The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to Big Rivers prior to the time service

under Part II of the Tariff commences;

C (d) ~~—~~ The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation; ~~and~~

C (e) ~~—~~ The Transmission Customer provides the information required by Big Rivers' planning process established in Attachment K; and

(f) The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3.

C 16.2 ~~14.2 Transmission Customer Responsibility for Third-Party Arrangements~~ **Transmission Customer Responsibility for Third-Party Arrangements:**

Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by Big Rivers, notification to Big Rivers

C —_identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by Big Rivers pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party

C at the Point of Receipt. However,- Big Rivers will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

C **17 ~~17~~ Procedures for Arranging Firm Point-To-Point Transmission Service**

17.1 ~~17.1~~ Application:

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to:

Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson, Kentucky 42420
Vice President System Operations
Telephone No. (~~270~~502) 827-2561
Telefax No. (~~270~~502) 827-~~2564~~0183

T
at least sixty (60) days in advance of the calendar month in which service is to commence. Big Rivers will consider requests for such firm service on shorter notice when feasible. Requests for ~~shorter notice firm service~~

C ~~shorter notice~~ firm service for periods of less than one year shall be subject to expedited

C procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on the Big ~~Electric~~ Rivers OASIS. Prior to implementation of Big Rivers' OASIS, a Completed Application may be submitted by (i) transmitting the required information to Big Rivers by telefax, or (ii) providing the information by telephone over Big Rivers' time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the priority of the Application. —

C **17.2 ~~17.2~~ Completed Application—:**

A Completed Application shall provide all of the information included in ~~the Federal Energy Regulation Commission's regulation at~~ 18 CFR ~~§~~ 2.20- including but not limited to the following:

C (i) ~~—~~—The identity, address, telephone number and facsimile number of the entity requesting service;

C (ii) ~~—~~—A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

C (iii) ~~the~~ The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;

C (iv) ~~the~~ The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. Big Rivers will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of ~~FERC's~~ the Federal Energy Regulatory Commission's regulations;

C (v) ~~the~~ A description of the supply characteristics of the capacity and energy to be delivered;

C (vi) ~~(vi)~~ An estimate of the capacity and energy expected to be delivered to the Receiving Party;

C (vii) ~~(vii)~~ The Service Commencement Date and the term of the requested Transmission Service; ~~and~~

C (viii) ~~(viii)~~ The transmission capacity requested for each Point of Receipt and each Point of Delivery on Big Rivers' Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement

C ~~of one (1) MW;~~

(ix) A statement indicating whether the Transmission Customer

C commits to a Pre-Confirmed Request, i.e., will execute a Service Agreement upon receipt of notification that Big Rivers can provide the requested Transmission Service; and

C (x) Any additional information required by Big Rivers' planning process established in Attachment K.

Big Rivers shall treat this information consistent with the standards of conduct

C contained in Part 37 of ~~47 CFR~~ the Federal Energy Regulatory Commission's
regulations.

C **17.3** ~~17.3~~ **Deposit:**

A Completed Application for Firm Point-To-Point Transmission Service also shall
include a deposit of either one month's charge for Reserved Capacity or the
full charge for Reserved Capacity for service

C — requests of less than one month. If the Application is rejected by Big Rivers because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest (calculated using the ~~Discount Rate~~ one-year United States Treasury Bill rates effective as published in the Money Rates section of the Wall Street Journal during of the first business day of each applicable calendar month ~~while the deposit is held~~) less any reasonable costs incurred by Big Rivers in connection with the review of the losing bidder's Application. The deposit also will be returned with interest (calculated as above) less any reasonable costs incurred by Big Rivers- if Big Rivers is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest (calculated as above), less reasonable costs incurred by Big Rivers to the extent such costs have not already been recovered by Big Rivers from the Eligible Customer. Big Rivers will provide to the Eligible Customer a complete accounting of all costs deducted

C — from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest ~~calculated as above~~, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be calculated from the day the deposit check is credited to Big Rivers' account.

C **17.4 ~~17.4~~ Notice of Deficient Application:**

If an Application fails to meet the requirements of the Tariff, Big Rivers shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. Big Rivers will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, Big Rivers shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

C 17.5 ~~17.5~~ ~~Execution of Service Agreement~~ **Response to a Completed Application:**

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, Big Rivers shall make a determination of available

C ~~transmission~~ **transfer** capability as required in Section 15.2. Big Rivers shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1. Responses by Big Rivers must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

C 17.6 ~~17.6~~ ~~Execution of Service Agreement~~ **Execution of Service Agreement:**

Whenever Big Rivers determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement.

Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by Big Rivers will be deemed a withdrawal and termination of the Application- and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

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~~17.7 17.7 Extensions for Commencement of Service:~~ **Extensions for Commencement of Service:**

The Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission Service for each year or fraction thereof. If the Eligible Customer does not pay this non-refundable reservation fee within 15 days of notifying Big Rivers it intends to extend the commencement of service, then the Eligible Customer's application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity

C

will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

C **18** ~~18 Procedure for Arranging Non-Firm Point-To-Point Transmission Service~~ **Procedures for Arranging Non-Firm Point-To-Point Transmission Service**

18.1 ~~18.1~~ **Application**;

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to Big Rivers. Applications should be submitted by entering the information listed below on the Big Rivers- OASIS.

C Prior to implementation of the Big Rivers- OASIS, a Completed Application may be submitted by (i) transmitting the required information to Big Rivers by telefax, or (ii) providing the information by telephone over Big Rivers' time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application.

C **18.2** ~~18.2~~ **Completed Application**;

A Completed Application shall provide all of the information included in ~~the~~

C ~~_____~~ 18 CFR -§ 2.20-

including but not limited to the following:

C (i) ~~---~~ The identity, address, telephone number and facsimile number of the entity requesting service;

C (ii) ~~---~~ A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

C (iii) ~~---~~ The Point(s) of Receipt and the Point(s) of Delivery;

C (iv) ~~---~~ The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and

C (v) ~~---~~ The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, Big Rivers also may ask the Transmission Customer to provide the following:

(vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for

service; and

C (vii) ~~(vii)~~ The electrical location of the ultimate load.

Big Rivers will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of the Federal Energy Regulatory Commission's regulations.

C (viii) ~~18.3~~ ~~Reservation of Non-Firm Point To Point Transmission Service:~~ A statement indicating whether the Transmission Customer commits to a Pre-Confirmed Request, i.e., will execute a Service Agreement upon receipt of notification that Big Rivers can provide the requested Transmission Service.

18.3 Reservation of Non-Firm Point-To-Point Transmission Service:

C Requests ~~to reserve~~ for monthly service shall be submitted no earlier than
C sixty (60) days before service is to commence; requests ~~to reserve~~ for weekly
C service shall be submitted no earlier than fourteen (14) days before service is
C to commence, requests ~~to reserve~~ for daily service shall be submitted no

earlier than two (2) days before service is to commence, and requests —

C ~~requests~~ for hourly service shall be submitted no earlier than noon the day

C before service is to commence. Requests for ~~Short-Term Non-Firm Service~~ service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

C **18.4 ~~18.1~~ Determination of Available ~~Transmission~~ Transfer Capability:**

C Following receipt of a tendered ~~Application~~ schedule Big Rivers will make a determination on a non-discriminatory basis of available ~~transmission~~ transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service.

C **19 ~~19~~ Additional Study Procedures For Firm Point-To-Point Transmission Service Requests**

19.1 ~~19.1~~ Notice of Need for System Impact Study:

After receiving a request for service, Big Rivers shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Big Rivers' methodology for completing a System Impact Study is

C provided in Attachment D. If Big Rivers determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. ~~In such case~~ Once informed, the Eligible Customer shall timely notify Big Rivers if it elects not to have Big Rivers study redispach or conditional curtailment as part of the System Impact Study. If notification is provided prior to tender of the System Impact Study Agreement, the Eligible Customer can avoid the costs associated with the study of these options. Big Rivers shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse Big Rivers for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to Big Rivers within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

C 19.2 ~~19.2~~ **System Impact Study Agreement and Cost Reimbursement:**

- (i) The System Impact Study Agreement will clearly specify Big Rivers' estimate of the actual cost, and time for completion of the

System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, Big Rivers shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

C (ii) ~~411~~ If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for Big Rivers to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.

C (iii) ~~411~~ For System Impact Studies that Big Rivers conducts on its own behalf, Big Rivers shall record the cost of the System Impact Studies pursuant to Section ~~41~~20.

C **19.3** ~~411~~ **System Impact Study Procedures**;

Upon receipt of an executed System Impact Study Agreement, Big Rivers will

use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints ~~and~~, identified with specificity by transmission element or flowgate, (2) redispatch options- (when requested by a Transmission Customer) including an estimate of the cost of redispatch, (3) conditional curtailment options (when requested by a Transmission Customer) including the number of hours per year and the System Conditions during which conditional curtailment may occur, and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Big Rivers Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If Big Rivers possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that Big Rivers is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to

complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. Big Rivers will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. Big Rivers shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the ~~file~~issuance of an unexecuted Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.

19.4 ~~19.4 Facilities Study Procedures~~ **Facilities Study Procedures:**
If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, Big Rivers, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse

Big Rivers for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to Big Rivers within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, Big Rivers will use due diligence to complete the required Facilities Study within a sixty (60) day period. If Big Rivers is unable to complete the Facilities Study in the allotted time period, Big Rivers shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide Big Rivers with a letter of credit or other reasonable form of security

acceptable to Big Rivers equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the ~~final~~issuance of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

C **19.5 ~~19.5~~ Facilities Study Modifications:**

Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of Big Rivers that significantly affect the final cost of new facilities or upgrades to be charged to ~~Big Rivers~~the Transmission Customer pursuant to the provisions of Part II of the Tariff.

C **19.6 ~~19.6~~ ~~Due Diligence in Completing New Facilities~~ Due Diligence in Completing New Facilities:**

Big Rivers shall use due diligence to add necessary facilities or upgrade its

Transmission System within a reasonable time. Big Rivers will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

C **19.7 ~~19.7~~ Partial Interim Service**;

If Big Rivers determines that it will not have adequate ~~transmission~~ transfer capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, Big Rivers nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, Big Rivers shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

C **19.8 ~~19.8~~ Expedited Procedures for New Facilities**;

In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting Big Rivers to tender at one time, together with the results of required studies, an "Expedited Service

Agreement" pursuant to which the Eligible Customer would agree to compensate Big Rivers for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While Big Rivers agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate Big Rivers for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

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20 Procedures if Big Rivers is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service

20.1 ~~20.1~~ Delays in Construction of New Facilities:

If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, Big Rivers shall promptly notify the Transmission Customer. In such circumstances, Big Rivers shall within thirty

(30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. Big Rivers also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of Big Rivers that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2 ~~20.2~~ Alternatives to the Original Facility Additions:

When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, Big Rivers shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request Big Rivers to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, Big Rivers shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event Big Rivers concludes that no reasonable alternative exists and the Transmission Customer disagrees, the

—_Transmission Customer may seek relief under the dispute resolution

procedures pursuant to Section 12 or it may refer the dispute to any applicable regulatory commission with jurisdiction for resolution.

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20.3 ~~20.2~~ Refund Obligation for Unfinished Facility Additions—:

If Big Rivers and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, ~~Big Rivers~~

the obligation to provide the requested Firm Point-To-Point Transmission

Service shall terminate and any deposit made by the Transmission Customer

shall be returned with interest (calculated ~~for each month using the Discount~~

~~Rate as published in the Money Rates section of the Wall Street Journal~~

~~measured~~ one-year United States Treasury Bill rates effective as of the first

business day of the month for each such month during which the deposit was

~~held~~ each applicable calendar month). However, the Transmission Customer

shall be responsible for all prudently incurred costs by Big Rivers through the

time construction was suspended.

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21 ~~21~~ Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities

21.1 ~~21.1~~ Responsibility for Third-Party System Additions—:

Big Rivers Electric Corporation

Open Access Transmission Tariff

Revised Sheet No.80

Replacing Original Sheet No.80

Big Rivers shall not be responsible for making arrangements for any necessary

| engineering, permitting, and

C —_construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities.

Big Rivers will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

C **21.2 ~~21.2~~ Coordination of Third-Party System Additions:**

In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, Big Rivers shall have the right to coordinate construction on its own system with the construction required by others. Big Rivers, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. Big Rivers shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by Big

Rivers of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12.

C **22 ~~22~~ Changes in Service Specifications**

22.1 ~~22.1~~ Modifications On a Non-Firm Basis:

C The Transmission Customer taking Firm Point-To-Point Transmission Service may request Big Rivers to provide transmission service on a non-firm basis over ~~Secondary~~ Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

C (a) ~~(a)~~ Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by Big Rivers on behalf of its Native Load Customers.

C (b) ~~(b)~~ The sum of all Firm and non-firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved

Capacity in the relevant Service Agreement under which such services are provided.

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(c) ~~(c)~~ The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.

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(d) ~~(d)~~ Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

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22.2 ~~22.2~~ Modification On a Firm Basis:

Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement.

While such new request is pending, the Transmission Customer shall retain its

priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23 ~~---~~ Sale or Assignment of Transmission Service

23.1 ~~23.1~~ ~~Procedure for Assignment or Transfer of Service: A Transmission Customer taking service under this tariff~~ Procedures for Assignment or Transfer of Service:

Subject to Federal Energy Regulatory Commission approval of any necessary filings, a Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. ~~Compensation to the Reseller shall not exceed the higher of (i) the original rate paid by the Reseller, (ii) Big Rivers' maximum rate at the time of the assignment, or (iii) the Reseller's opportunity, as it existed at Big Rivers' rate of expansion.~~ Compensation to Resellers shall be at rates established by agreement with the Assignee. The Assignee must execute a service agreement with Big Rivers prior to the date on which the reassigned service commences that will govern the provision of reassigned service. Big Rivers shall credit or charge the Reseller, as appropriate, for any differences between the price reflected in the Assignee's Service Agreement and the Reseller's Service Agreement with Big Rivers. If the Assignee does not request any change in

the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. ~~A Reseller should notify Big Rivers as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee.~~ The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by Big Rivers pursuant to Section 13.2.

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~~23.2 23.2 Limitations on Assignment or Transfer of Service:~~
Limitations on Assignment or Transfer of Service:

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If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, Big Rivers will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of Big Rivers' generation, transmission, or its member distribution ~~cooperative or distribution~~ systems. The Assignee shall compensate Big Rivers for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the

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proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by Big Rivers and the ~~Parties~~ Reseller through an amendment to the Service Agreement.

23.3 ~~23.3~~ Information on Assignment or Transfer of Service: ~~In accordance with Section 4.~~

In accordance with Section 4, all sales or assignments of capacity must be conducted through or otherwise posted on Big Rivers' OASIS on or before the date the reassigned service commences and are subject to Section 23.1.

Resellers may also use Big ~~Rivers~~ Rivers' OASIS to post transmission capacity available for resale.

24 ~~24~~ Metering and Power Factor Correction at Receipt and Delivery Points Metering and Power Factor Correction at Receipt and Delivery Points(s)

24.1 ~~24.1~~ Transmission Customer Obligations:

Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to Big Rivers.

Such equipment shall remain the property of the Transmission Customer ~~unless otherwise specified in the applicable Service Agreement.~~

C **24.2 ~~24.2~~ Transmission Provider Access to Metering Data:**

Big Rivers shall have access to ~~the~~ metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

C **24.3 ~~24.3~~ Power Factor:**

Unless otherwise agreed, the Transmission Customer is required to maintain the power factor of the load at Big Rivers' delivery points at a level greater than or equal to 0.95, leading or lagging.

25 ~~25~~ Compensation for Transmission Service

~~_____~~ Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point

Transmission Service (Schedule 7-); and Non-Firm Point-To-Point

Service (Schedule ~~7-); Schedule 8- Short Term Non-Firm Point-To-Point~~

C ~~Transmission Service (Schedule 5-TNF); and Schedule 6- Hourly Non-Firm~~

~~Transmission Service (Schedule 11NF)~~. Big Rivers shall use Part II of the Tariff to

make its Third-Party Sales ~~under new contracts commencing on the effective date~~

~~of this Tariff~~. Big Rivers shall account for such use at the applicable Tariff rates,

pursuant to Section 8.

26 ~~26~~ Stranded Cost Recovery

C ~~_____~~ Big Rivers ~~reserves the right to~~ may seek to recover stranded costs from the

Transmission Customer pursuant to this Tariff in accordance with the terms,

C conditions and procedures set forth in FERC Order No. 888 ~~to the extent~~
~~applicable.~~

27 ~~27~~ Compensation for New Facilities and Redispatch Costs

_____ Whenever a System Impact Study performed by Big Rivers in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Federal Energy Regulatory Commission policy.

Whenever a System Impact Study performed by Big Rivers identifies capacity constraints that may be relieved ~~more economically by redispatching generating~~

C/T ~~resources located within Big Rivers' Control Area rather than by building new facilities or upgrading existing facilities.~~ resources to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Federal Energy Regulatory Commission policy.

~~III.~~

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

_____ Big Rivers will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve

its Network Load in a manner comparable to that in which Big Rivers utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff.

28. ~~28~~ Nature of Network Integration Transmission Service

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28.1 ~~28.1~~ Scope of Service:

Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in Big ~~Rivers~~ Rivers' Control Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff.

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The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

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28.2 ~~28.2~~ ~~Big Rivers~~ Transmission Provider Responsibilities:

Big Rivers will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice and its planning obligations in Attachment K in order to provide the Network Customer with Network

Integration Transmission Service over Big Rivers' Transmission System. Big Rivers, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by Big Rivers to calculate available ~~transmission~~ transfer capability. Big Rivers shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice and Attachment K, endeavor to construct and place into service sufficient ~~transmission capacity~~ transfer capability to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to Big Rivers' delivery of its own generating and purchased resources to its Native Load Customers.

28.3 ~~28.3~~ Network Integration Transmission Service:

Big Rivers will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to Big ~~Electric~~ Rivers' use of the Transmission System to reliably serve its Native Load Customers.

28.4 ~~28.4~~ Secondary Service:

C The Network Customer may use Big Rivers' Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Secondary service shall not require the filing of an Application for Network Integration Transmission Service under the Tariff.

C However, all other requirements of Part III of the Tariff (except for transmission rates) shall apply to secondary service. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

C **28.5 ~~28.5~~ Real Power Losses:**

Real Power Losses are associated with all transmission service. Big Rivers is not obligated to provide Real Power Losses ~~to Network Customers~~. The Network Customer is responsible for replacing losses associated with all transmission service rendered by Big Rivers at Real Power ~~loss~~ loss factors calculated by Big Rivers. Big Rivers shall recalculate average system Real Power Loss factors on an annual basis using the methodology specified in Schedule 10 of the Tariff.

C **28.6 ~~28.6~~ Restrictions on Use of Service:**

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The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of Big Rivers' Transmission System. In the event that a Network Customer (including the Big Rivers) uses Network Integration Transmission Service or secondary service pursuant to Section 28.4 to facilitate a wholesale sale that does not serve a Network Load, such use shall constitute an unreserved use of transmission service. In such instances of unreserved use, the Transmission Customer shall pay a penalty on the excess amount of transmission taken, with a separate penalty for each period of unreserved use. The penalty for the unreserved use of transmission service shall be equal to 200% of the maximum Firm Point-to-Point Transmission Service rate for the period of unreserved use, subject to the following principles: (1) For single or multiple instances of unreserved use within a single day, the penalty shall be 200% of the maximum applicable daily rate (on-peak or off-peak, depending upon the day in which the unreserved use occurs) for Firm Point-to-Point Transmission

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Service, based on the hour during the day in which the unreserved use was highest; (2) for instances of unreserved use on two or more separate days within a single week, the penalty shall be 200% of the maximum weekly rate for Firm Point-to-Point Transmission Service, based on the hour during the week in which the unreserved use was highest; and (3) for instances of unreserved use on two or more separate days within two or more separate weeks within a calendar month, the penalty shall be 200% of the maximum monthly rate for Firm Point-to-Point Service, based on the hour during the month in which the unreserved use was highest. Penalties collected pursuant to this section shall be distributed in the manner specified in Section 15.8.

29 ~~29.1~~ Initiating Service

29.1 ~~29.1~~ Condition Precedent for Receiving Service:

Subject to the terms and conditions of Part III of the Tariff, Big Rivers will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and Big Rivers complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that Big Rivers implement a proposed unexecuted Service Agreement, and (iv) the

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Eligible Customer executes a Network Operating Agreement with Big Rivers pursuant to Attachment G, or requests in writing that Big Rivers file a proposed unexecuted Network Operating Agreement.

29.2 ~~Application Procedures~~:

An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to Big Rivers as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on Big Rivers' OASIS. Prior to implementation of Big Rivers' OASIS, a Completed Application may be submitted by (i) transmitting the required information to Big Rivers by telefax, or (ii) providing the information by telephone over Big Rivers' time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority of the Application. -A Completed Application shall provide all of the information included in —

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including but not limited to the following:

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(i) ~~---~~ The identity, address, telephone number and facsimile number of the party requesting service;

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(ii) ~~---~~ A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

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(iii) ~~---~~ A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each ~~of Big Rivers' substation~~ Big Rivers substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;

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(iv) ~~---~~ The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such

load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;

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(v) ~~--- A description of Network Resources (current and 10-year~~

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~~projection), which shall include: for). For each on-system~~

Network Resource, such description shall include:

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• —Unit size and amount of capacity from that unit to be designated as Network Resource

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• —VAR capability (both leading and lagging) of all generators

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• —Operating restrictions

 —Any periods of restricted operations ~~through~~

C

~~---~~ throughout the year

 —Maintenance schedules

 —Minimum loading level of unit

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 —Normal operating level of unit

C —Any must-run unit designations required for system reliability or contract reasons

C • —Approximate variable generating cost (\$/MWH) for redispatch computations

C • —Arrangements governing sale and delivery of power to third parties from generating facilities located in Big Rivers Control Area, where only a portion of unit output is designated as a Network Resource;

~~—Description of purchased power designated as a Network Resource including source of supply, Control Area location, transmission arrangements and delivery. For each off-system~~

C Network Resource, such description shall include:

- Identification of the Network Resource as an off-system resource
- Amount of power to which the customer has rights
- Identification of the control area(s) from which the power will originate
- Delivery point(s) to Big Rivers' Transmission System-

C • ~~—~~Transmission arrangements on the external

transmission system(s)

- Operating restrictions, if any
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons

- Approximate variable generating cost (\$/MWH) for redispatch computations;

(vi) Description of Eligible Customer's ~~transmission system~~

~~transmission system:~~ transmission system:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by Big Rivers

- Operating restrictions needed for reliability
- Operating guides employed by system operators

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- _____ Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources

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- _____ Location of Network Resources described in subsection (v) above _____

- _____ 10 year projection of system expansions or upgrades

- _____ Transmission System maps that include any proposed expansions or upgrades

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- _____ Thermal ratings of Eligible Customer's Control Area ties with other Control Areas; ~~and~~

(vii) ~~(vi)~~ _____ Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year; ~~i~~

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(viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions:
(1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has

committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis; and

(ix) Any additional information required of the Transmission Customer as specified in Big Rivers' planning process established in Attachment K.

Unless the Parties agree to a different time frame, Big Rivers must acknowledge the request within ten (10) days of receipt. ~~The~~

~~acknowledgment.~~ The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, Big Rivers shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, Big Rivers will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are

unsuccessful, Big Rivers shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. Big Rivers shall treat this information consistent with the standards of conduct contained in Part 37 of the Federal Energy Regulatory Commission's regulations.

29.3 ~~29.2~~ Technical Arrangements to be Completed Prior to Commencement of Service—:

Network Integration Transmission Service shall not commence until Big Rivers and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. Big Rivers shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

29.4 ~~29.1~~ Network Customer Facilities—:

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The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from Big Rivers' Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

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29.5 ~~29.5~~ Filing of Service Agreement~~:-~~:

Big Rivers, if required, will file Network Service Agreements with ~~any~~ applicable regulatory commissions in compliance with applicable regulations.

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30 ~~30 Network Resources~~ Network Resources

30.1 ~~30.1~~ Designation of Network Resources~~:-~~:

Network Resources shall include all generation owned, purchased- or leased by the Network Customer designated to serve Network Load under the Tariff. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the

Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

- C **30.2** ~~30.3~~ **Designation of New Network Resources** ~~The Network:~~
- C The Network Customer may designate a new Network Resource by providing Big Rivers with as much advance notice as practicable. A designation of a new Network Resource must be made through Big Rivers' OASIS by a request for modification of service pursuant to an Application under Section ~~28~~ 29. This request must include a statement that the new network resource satisfies the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) The Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. The Network Customer's request will be deemed deficient if it does not include this statement and Big Rivers will follow the procedures for a deficient application as described in Section

29.2 of the Tariff.

30.3 ~~30.3~~ Termination of Network Resources:

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource ~~at any time but should provide~~ by providing notification to Big ~~Rivers~~ Rivers through OASIS as soon as reasonably practicable, but not later than the firm scheduling deadline for the period of termination. Any request for termination of Network Resource status must be submitted on OASIS, and should indicate whether the request is for indefinite or temporary termination. A request for indefinite termination of Network Resource status must indicate the date and time that the termination is to be effective, and the identification and capacity of the resource(s) or portions thereof to be indefinitely terminated. A request for temporary termination of Network Resource status must include the following:

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- (i) ~~30.4 Operation of Network Resources:~~ Effective date and time of temporary termination;
- (ii) Effective date and time of redesignation, following period of temporary termination;
- (iii) Identification and capacity of resource(s) or portions thereof to be

temporarily terminated;

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- (iv) Resource description and attestation for redesignating the network resource following the temporary termination, in accordance with Section 30.2; and
- (v) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the requests for undesignation and the request for these related transmission service requests must be approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the network resources identified in (iii) above, as well as all competing transmission service requests of higher priority.

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As part of a temporary termination, a Network Customer may only redesignate the same resource that was originally designated, or a portion thereof.

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Requests to redesignate a different resource and/or a resource with increased capacity will be deemed deficient and Big Rivers will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

30.4 Operation of Network Resources:

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The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Big Rivers' Control Area such that the

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output of those facilities exceeds its designated Network Load, plus ~~non-firm~~ Non-Firm Sales delivered pursuant to Part II of the Tariff, plus losses.

This limitation shall not apply to changes in the operation of a Transmission

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~~Customer's~~ Customer's Network Resources at the request of Big Rivers to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System. For all Network

Resources not physically connected with Big Rivers' Transmission System,

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the Network Customer may not schedule delivery of energy in excess of the Network Resource's capacity, as specified in the Network Customer's Application pursuant to Section 29, unless the Network Customer supports such delivery within Big Rivers' Transmission System by either obtaining Point-to-Point Transmission Service or utilizing secondary service pursuant to Section 28.4. In the event that a Network Customer's (including Big Rivers) schedule at the delivery point for a Network Resource not physically interconnected with Big Rivers' Transmission System exceeds the Network Resource's designated capacity, excluding energy delivered using secondary service or Point-to-Point Transmission Service, the difference between the

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Network Customer's schedule across the interface between the Transmission System and the transmission system in which the Network Resource resides and the Network Resource's designated capacity shall constitute an unreserved use of transmission service. In such instances of unreserved use, the Transmission Customer shall pay a penalty on the excess amount of transmission taken, with a separate penalty charge for each period of unreserved use. The penalty for the unreserved use of transmission service shall be equal to 200% of the maximum Firm Point-to-Point Transmission Service rate for the period of unreserved use, subject to the following principles: (1) For single or multiple instances of unreserved use within a single day, the penalty shall be 200% of the maximum applicable daily rate for Firm Point-to-Point Transmission Service, based on the hour during the day in which the unreserved use was highest; (2) for instances of unreserved use on two or more separate days within a single week, the penalty shall be 200% of the maximum weekly rate for Firm Point-to-Point Transmission Service, based on the hour during the week in which the unreserved use was highest; and (3) for instances of unreserved use on two or more separate days within two or more separate weeks within a calendar month, the penalty shall be 200% of the maximum monthly rate for Firm Point-to-Point Transmission

Service, based on the hour during the month in which the unreserved use was highest. Penalties collected pursuant to this section shall be distributed in the manner specified in Section 15.8.

C **30.5 ~~30.5~~ Network Customer Redispatch Obligation**;

As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by Big Rivers pursuant to Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers, and Big Rivers.

C **30.6 ~~30.6~~ Transmission Arrangements for Network Resources Not Physically Interconnected With Big Rivers**;

The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with Big Rivers' Transmission System. Big Rivers will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

C **30.7 ~~30.7~~ Limitation on Designation of Network Resources**;

The Network Customer must demonstrate that it owns or has committed to