


ORIGINAL



Your Touchstone Energy® Cooperative 

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

APPLICATION OF BIG RIVERS)	
ELECTRIC CORPORATION FOR A)	Case No. 2012-00535
GENERAL ADJUSTMENT IN RATES)	

VOLUME 1 of 5

**APPLICATION
STATUTORY NOTICE
TABLE OF CONTENTS**

APPLICATION TABS 1 through 32

FILED: January 15, 2013

ORIGINAL

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC
ATTORNEYS AT LAW

RECEIVED

JAN 15 2013

PUBLIC SERVICE
COMMISSION

January 15, 2013

Donald M. Sullivan
Jesse T. Mountjoy
Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Susan Montalvo-Gesser

Mr. Jeff DeRouen
Executive Director
Public Service Commission
211 Sower Boulevard, P.O. Box 615
Frankfort, Kentucky 40602-0615

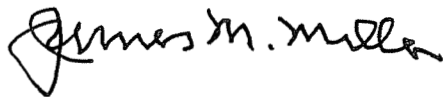
**RE: *APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES,
P.S.C. Case No. 2012-00535***

Dear Mr. DeRouen:

Enclosed are an original and ten copies of the Statutory Notice and Application of Big Rivers Electric Corporation ("Big Rivers") for a General Adjustment in Rates in P.S.C. Case No. 2012-00535 ("Notice and Application") and a Petition for Confidential Treatment. I certify that a copy of the Notice and Application and the Petition for Confidential Treatment have been served on the Kentucky Attorney General, Utility Intervention and Rate Division, and all persons on the attached service list.

Attached to this letter are the verification pages for each witness filing testimony in the Application. Please call if you have any questions regarding this filing.

Sincerely yours, ,



James M. Miller
Counsel for Big Rivers Electric Corporation

Copies to: Mark Bailey
Albert Yockey

Telephone (270) 926-4000
Teletype (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

Service List
PSC Case No. 2012-00535

Jennifer Hans Black
Lawrence W. Cook
Dennis G. Howard, II
Assistant Attorneys General
1024 Capital Center Dr.
Suite 200
Frankfort, KY 40601

Mr. David Brevitz
3623 SW Woodvalley Terrace
Topeka, KS 66614

Mr. Bion C. Ostrander
1121 S.W. Chetopa Trail
Topeka, KS 66615

Mr. Larry Holloway
830 Romine Ridge
Osage City, KS 66523

Michael L. Kurtz, Esq.
Kurt J. Boehm, Esq.
Boehm, Kurtz & Lowry
36 E. Seventh St., Suite 1510
Cincinnati, Ohio 45202

Gregory Starheim
President & CEO
Kenergy Corp.
P.O. Box 18
Henderson, Kentucky 42419-0018

J. Christopher Hopgood, Esq .
318 Second Street
Henderson, Kentucky 42420

Burns Mercer
Meade County RECC
P.O. Box 489
Brandenburg, Kentucky 40108

Thomas C. Brite, Esq.
Brite and Hopkins, PLLC
P.O. Box 309
Hardinsburg, Kentucky 40143

G. Kelly Nuckols
President and CEO
Jackson Purchase Energy Corporation
2900 Irvin Cobb Drive
P.O. Box 4030
Paducah, KY 42002-4030

Melissa D. Yates
Denton & Keuler, LLP
555 Jefferson Street
P.O. Box 929
Paducah, KY 42002-0929

David C. Brown, Esq.
Stites & Harbison, PLLC
400 W. Market Street
Suite 1800
Louisville, KY 40202

Donald P. Seberger, Esq.
Special Counsel
Rio Tinto Alcan
8770 West Bryn Mawr Avenue
Chicago, Illinois 60631

1 COMMONWEALTH OF KENTUCKY
2 BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
3
4

5 In the Matter of:
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7 Application of Big Rivers Electric)
8 Corporation for a General) Case No. 2012-00535
9 Adjustment in Rates)
10
11

12 **STATUTORY NOTICE**

13 Big Rivers Electric Corporation ("Big Rivers"), by counsel, informs the
14 Kentucky Public Service Commission ("Commission") that it is engaged in business
15 as an electric generating and transmission cooperative public utility, principally
16 providing wholesale electric service to its cooperative members within the
17 Commonwealth of Kentucky.

18 Pursuant to KRS 278.180 and 807 KAR 5:011 Section 6(3)(b), Big Rivers
19 hereby gives notice to the Commission that, on this January 15, 2013, it files
20 herewith: (i) revised tariff sheets adjusting its base rates effective February 18,
21 2013, and (ii) its application supporting the adjustment of base rates reflected in
22 those revised tariff sheets. The revised tariff sheets are attached to Big Rivers'
23 application as Tab 8 and are made a part hereof by reference. Big Rivers proposes
24 to change its existing base rates and tariffs for electric service, now on file with and
25 approved by the Commission, by substituting the revised tariff sheets for the
26 corresponding tariff sheets in its existing tariff.

27 Notice to the public of the proposed rates is being given as prescribed in the
28 Commission's regulations, 807 KAR 5:001 Sections 10(3) and (4) and 807 KAR 5:011

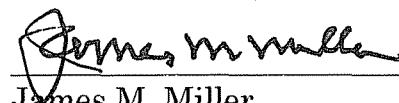
1 Section 8, by mailing in accordance with the Commission's regulations, 807 KAR
2 5:001 Section 10(4) and 807 KAR 5:001 Section 8(2), and by exhibiting proposed
3 rates and a sheet stating the estimated amount of the increase per customer for
4 public inspection at its main office, 201 Third Street, Henderson, Kentucky.

5 Additional information required by the Commission's regulations is contained
6 in the application filed herewith and made a part hereof by reference.

7 Please note that on December 20, 2012, the Commission issued an Order in
8 this proceeding granting Big Rivers a deviation and allowing Big Rivers to file its
9 application under the version of the Commission's regulation existing prior to the
10 revisions that became effective January 4, 2013. As such, all references to the
11 Commission's regulation in the application and attachments to the application,
12 including this Statutory Notice, are to the pre-January 4, 2013, version of the
13 regulations.

14 On this the 15th day of January, 2013.

15 Respectfully submitted,

16
17 
18

19 James M. Miller
20 Tyson Kamuf
21 SULLIVAN, MOUNTJOY,
22 STAINBACK & MILLER, P.S.C.
23 100 St. Ann Street
24 P. O. Box 727
25 Owensboro, Kentucky 42302-0727
26 (270) 926-4000
27 jmiller@smsmlaw.com
28 tkamuf@smsmlaw.com
29
30

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2
3
4
5
6
7
8
9
10
11

Edward T. Depp
Dinsmore & Shohl LLP
101 South Fifth Street
Suite 2500
Louisville, KY 40202
(502) 540-2347
tip.depp@dinsmore.com

Counsel for Big Rivers Electric
Corporation

1 COMMONWEALTH OF KENTUCKY
2 BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
3
4

5 In the Matter of:

6
7 Application of Big Rivers Electric)
8 Corporation for a General) Case No. 2012-00535
9 Adjustment in Rates)
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11

12 **BIG RIVERS ELECTRIC CORPORATION'S APPLICATION FOR A**
13 **GENERAL ADJUSTMENT IN RATES**
14

15 1. Applicant, Big Rivers Electric Corporation ("Big Rivers"), applies to the
16 Kentucky Public Service Commission ("Commission") for authority to adjust its
17 rates for wholesale electric service pursuant to KRS 278.180, .190, .192, and related
18 sections, and 807 KAR 5:001, 807 KAR 5:011, and related sections. Big Rivers'
19 Statutory Notice of the filing of revised tariffs is attached to this application
20 ("Application"). Big Rivers elects to follow the tariff filing procedures provided by
21 807 KAR 5:011 Section 6(3)(b). A copy of Big Rivers' Notice of Intent to File Rate
22 Application, which is required by 807 KAR 5:001 Section 10(2) and 807 KAR 5:011
23 Section 8(1), was filed with the Commission on December 2, 2012, and is attached to
24 this Application as Tab 10.

25 2. Please note that on December 20, 2012, the Commission issued an
26 order in this proceeding granting Big Rivers a deviation and allowing Big Rivers to
27 file its Application under the version of the Commission's regulations existing prior
28 to the revisions that became effective January 4, 2013. As such, unless otherwise
29 noted, all references to the Commission's regulations in this Application and

1 attachments to this Application are to the pre-January 4, 2013, version of the
2 regulations.

3 3. Big Rivers is a rural electric cooperative corporation organized
4 pursuant to KRS Chapter 279 and is authorized to do business in the
5 Commonwealth of Kentucky. Its full name is Big Rivers Electric Corporation, and
6 its mailing address is P.O. Box 24, 201 Third Street, Henderson, Kentucky, 42419.
7 807 KAR 5:001 Section 8(1).

8 4. Big Rivers owns electric generation facilities, and purchases,
9 transmits, and sells electricity at wholesale. It exists for the principal purpose of
10 providing the wholesale electricity requirements of its three distribution cooperative
11 member-owners, which are Jackson Purchase Energy Corporation, Kenergy Corp.,
12 and Meade County Rural Electric Cooperative Corporation (collectively, the
13 “Members”). The Members, in turn, provide retail electric service to approximately
14 112,000 consumer/members located in 22 Western Kentucky counties: Ballard,
15 Breckenridge, Caldwell, Carlisle, Crittenden, Daviess, Graves, Grayson, Hancock,
16 Hardin, Henderson, Hopkins, Livingston, Lyon, Marshall, McCracken, McLean,
17 Meade, Muhlenberg, Ohio, Union and Webster.

18 5. The articles of incorporation of Big Rivers, and all amendments
19 thereto, are attached as Exhibit 14 to the application of Big Rivers in *In the Matter*
20 *of: Application of Big Rivers Electric Corporation for Approval to Issue Evidences of*
21 *Indebtedness*, Case No. 2012-00492, and are incorporated herein by reference. 807
22 KAR 5:001 Section 8(3).

1 6. Big Rivers gave notice to the Commission of its intent to file this
2 Application more than 30 days prior to filing it in accordance with KRS 278.180,
3 KRS 278.183, and 807 KAR 5:011 Section 8. Big Rivers' notice to the Commission is
4 attached hereto as Tab 11. Big Rivers also mailed a notice of this rate adjustment
5 to each of its Members no later than the date of the filing of this Application. The
6 notice to the Members included the estimated amount of increase per customer
7 class, along with the other information required by 807 KAR 5:011 Section 8. Big
8 Rivers has also posted a copy of the notice to the Members at its place of business,
9 and a copy of that notice is attached hereto as Tab 10.

10 7. This Application and the supporting exhibits, all of which are
11 incorporated herein by reference, contain fully the facts on which the relief
12 requested by Big Rivers is based, a request for the relief sought, and references to
13 the particular provisions of law requiring or providing for the relief sought. 807
14 KAR 5:001 Section 8(1).

15 8. Big Rivers is filing an original and ten copies of this Application. 807
16 KAR 5:001 Section 8(2). A copy of this Application has also been served upon the
17 Kentucky Attorney General's Office of Rate Intervention.

18 9. Each filing requirement of 807 KAR 5:001 Section 10 relating to a fully
19 forecasted test year is assigned to a tab containing either the information satisfying
20 the requirement or describing where the information satisfying the requirement can
21 be found, and each tab is listed in the table of contents to this Application.

22

1 **RELIEF REQUESTED**

2 10. Through this Application and the attached Statutory Notice, Big
3 Rivers is seeking an increase in rates and approval of associated tariff revisions.
4 The tariff sheets Big Rivers proposes to change are set forth in Tab 8, hereto. The
5 proposed changes are shown in detail in the side-by-side comparison of the present
6 tariff sheets against the proposed tariff sheets, which comparison is attached hereto
7 as Tab 9. The effective date of the proposed tariff sheets is February 18, 2013. This
8 effective date for Big Rivers' proposed tariffs was chosen with the expectation that
9 the Commission will suspend the proposed tariffs for the full six months allowed by
10 KRS 278.190(2), and that the proposed rates will be in effect by order of the
11 Commission or pursuant to KRS 278.190(2) no later than the termination date of
12 Century Aluminum of Kentucky General Partnership's retail service contract.

13 11. Big Rivers has conducted a fully-allocated embedded cost of service
14 study based on a fully forecasted test period ending August 31, 2014. As a result of
15 the cost of service study, Big Rivers has designed its proposed rates and tariffs to
16 eliminate the identified revenue deficiency and to eliminate the subsidy the cost of
17 service study shows is being received by the Rural rate class.

18 12. These proposed changes in Big Rivers' rates and tariffs will result in a
19 net increase in operating revenues of approximately \$74.5 million or 21.4% per year
20 based upon the test period.

21 13. Based on billing determinants for the test year, Big Rivers estimates
22 that the revenue increase for Big Rivers' wholesale rates for its Rural ("RDS")

1 customer class will be approximately 29.4%, or \$40.7 million annually. The revenue
2 increase for Big Rivers' Large Industrial ("LIC") customer class will be
3 approximately 17.9%, or \$8.2 million annually. The revenue increase for the
4 Smelter customer class (which will only encompass Alcan Primary Products
5 Corporation beginning August 20, 2012), which is served under a special contract,
6 will be approximately 15.6%, or \$25.6 million annually. At the retail level, Big
7 Rivers estimates that its proposed rates will result in an increase of approximately
8 18.6% or \$21.71/month for a typical residential customer with a monthly usage of
9 1,300 kWh. The retail percentage increase will vary by Member depending upon its
10 individual sales characteristics. The numbers and percentages used in this
11 paragraph are affected by certain tariff mechanisms or adjustments that have a
12 temporary or limited effect, namely, the Member Rate Stability Mechanism, Rural
13 Economic Reserve Rider, and Non-Smelter Non-FAC PPA, the effects of which are
14 explained in the Direct Testimony of Mr. John Wolfram, which is attached hereto as
15 Tab 73.

16 14. Big Rivers supports its proposed changes in rates and tariffs with the
17 verified testimony and exhibits of the following persons:

- 18 a. Mark A. Bailey, President and Chief Executive Officer
- 19 b. Billie J. Richert, Vice President Accounting & Interim Chief
20 Financial Officer
- 21 c. Albert M. Yockey, Vice President, Governmental Relations and
22 Enterprise Risk Management

- d. Robert W. Berry, Vice President, Production
- e. David G. Crockett, Vice President, System Operations
- f. DeAnna M. Speed, Manager-Budgets
- g. Lindsay N. Barron, Managing Director, Energy Services
- h. James V. Haner, Vice President Administrative Services
- i. Ted J. Kelly, Principal, Burns & McDonnell
- j. Travis A. Siewert, Senior Staff Accountant
- k. John Wolfram, Principal, Catalyst Consulting LLC

15. Big Rivers also seeks approval of the depreciation rates set forth in the depreciation study attached as Exhibit Kelly-1 to the Direct Testimony of Mr. Ted J. Kelly, which itself is attached hereto as Tab 71.

REASON FOR THE RELIEF REQUESTED

16. Big Rivers is seeking an adjustment in rates to produce an additional \$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big Rivers estimates that the vast majority of this amount -- approximately \$63 million -- stems from the termination of a single special retail service contract by an aluminum smelter customer. Additional major drivers (which Big Rivers estimates have a net impact of approximately \$11 million) include declining off-system sales margins and increasing depreciation expenses. Offsetting these drivers are the effects of the July 2012 refinancing of certain debt and other less significant items. The revenue deficiency puts Big Rivers in a precarious financial position. Big Rivers needs the full amount of the requested increase to meet its financial

1 obligations to its creditors, to maintain its investment grade credit ratings, to be
2 able to access credit markets, and to continue to prudently maintain its generating
3 units on a going forward basis. The reasons for the proposed increase, the
4 consequences of Big Rivers not receiving the full increase it is requesting, and the
5 relief Big Rivers is seeking are more fully explained in the testimony of Big Rivers'
6 witnesses attached to this Application. For these reasons, Big Rivers' proposed
7 rates are fair, just, and reasonable, and the Commission should approve the rate
8 relief proposed by Big Rivers.

9 WHEREFORE, Big Rivers respectfully requests that the Commission issue
10 an order:

- 11 1. approving the tariff revisions and associated rate adjustments described
12 in Tabs 8 and 9 of this Application;
- 13 2. approving Big Rivers' 2012 depreciation study and granting authority to
14 implement the depreciation rates contained in that study on the first day
15 of the month, either coincident with or following the effective date of the
16 new tariff rates in this case as ordered by this Commission;
- 17 3. approving the costs Big Rivers incurs in this case and granting authority
18 to establish a regulatory asset and amortize those costs over 36 months as
19 explained in the Direct Testimony of Ms. DeAnna M. Speed;
- 20 4. granting authority to establish a regulatory asset and amortize certain
21 severance costs over a period of 60 months as explained in the Direct
22 Testimony of Ms. DeAnna M. Speed; and

5. granting Big Rivers all other relief to which it may appear entitled.

On this the 15th day of January, 2013.

Respectfully submitted,

James Mueller

James M. Miller

Tyson Kamuf

SULLIVAN, MOUNTJOY,

STAINBACK & MILLER, P.S.C.

100 St. Ann Street

P. O. Box 727

Owensboro, Kentucky 42302-0727

(270) 926-4000

jmillersmsmlaw.com

tkamuf@smsmlaw.com

Edward T. Depp

Dinsmore & Shohl LLP

101 South Fifth Street

Suite 2500

Louisville, KY 40202

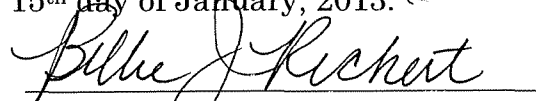
(502) 540-2347

tip.depp@dinsmore.com

Counsel for Big Rivers Electric Corporation

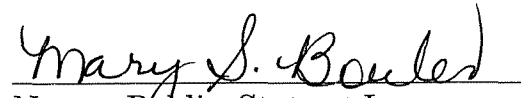
Verification

I, Billie J. Richert, Vice President Accounting & Interim Chief Financial Officer for Big Rivers Electric Corporation, hereby state that I have the foregoing Application and that the statements contained therein are true and correct to the best of my knowledge and belief, on this the 15th day of January, 2013. ~


Billie J. Richert

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)


The foregoing verification statement was SUBSCRIBED AND SWORN to before by Billie J. Richert as the Vice President Accounting & Interim Chief Financial Officer for Big Rivers Electric Corporation, on this the 15th day of January, 2013.


Notary Public, State at Large,
Kentucky

My commission expires: August 8, 2016

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COMMONWEALTH OF KENTUCKY

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VOLUME 1 of 5

**APPLICATION
STATUTORY NOTICE
TABLE OF CONTENTS**

APPLICATION TABS 1 through 32

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ORIGINAL

Big Rivers Electric Corporation
Case No. 2012-00535
Table of Contents

Forecasted Test Period
Filing Requirements

(Forecast Test Period: Twelve Months Ending 8/31/2014; Base Period: Twelve Months Ending 4/30/2013)

Volume No.	Tab No.	Filing Requirement	Description	Sponsoring Witness(es)
I.	1	807 KAR 5:001 Sec. 8.(1)	Petition and request for order	Mr. Mark A. Bailey
I.	2	807 KAR 5:001 Sec. 10.(1)(b)(1)	Statement of reason the adjustment is required	Mr. Mark A. Bailey
I.	3	807 KAR 5:001 Sec. 10.(1)(b)(2)	Utility's annual reports are on file with the Commission.	Ms. Billie J. Richert
I.	4	807 KAR 5:001 Sec. 10.(1)(b)(3)	Articles of Incorporation	Ms. Billie J. Richert
I.	5	807 KAR 5:001 Sec. 10.(1)(b)(4)	Limited Partnership Agreement	Ms. Billie J. Richert
I.	6	807 KAR 5:001 Sec. 10.(1)(b)(5)	Certificate of good standing or certificate of authorization	Ms. Billie J. Richert
I.	7	807 KAR 5:001 Sec. 10.(1)(b)(6)	Certificate of assumed name	Ms. Billie J. Richert
I.	8	807 KAR 5:001 Sec. 10.(1)(b)(7)	Proposed tariff	Mr. Albert M. Yockey
I.	9	807 KAR 5:001 Sec. 10.(1)(b)(8)	Proposed tariff changes - Current Tariff v. Proposed Tariff (side-by-side comparison)	Mr. Albert M. Yockey
I.	10	807 KAR 5:001 Sec. 10.(1)(b)(9)	Statement that customer notice has been given in compliance with subsection (3) and (4) with copy of notice	Mr. Mark A. Bailey
I.	11	807 KAR 5:001 Sec. 10.(2)	Notice of Intent	Mr. Albert M. Yockey
I.	12	807 KAR 5:001 Sec. 10.(3)	Form of notice to customers	Mr. Albert M. Yockey
I.	13	807 KAR 5:001 Sec. 10.(4)(a)	Manner of notification: Sewer utilities	Mr. Albert M. Yockey
I.	14	807 KAR 5:001 Sec. 10.(4)(b)	Manner of notification: Applicants with less than, or equal to, 20 customers	Mr. Albert M. Yockey
I.	15	807 KAR 5:001 Sec. 10.(4)(c)	Manner of notification: Applicants with greater than, or equal to, 20 customers	Mr. Albert M. Yockey
I.	16	807 KAR 5:001 Sec. 10.(4)(d)	Manner of notification: Affidavit of publication	Mr. Albert M. Yockey
I.	17	807 KAR 5:001 Sec. 10.(4)(e)	Manner of notification: Mailed notice, written statement signed by utility's chief officer	Mr. Mark A. Bailey

Big Rivers Electric Corporation
Case No. 2012-00535
Table of Contents

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Volume No.	Tab No.	Filing Requirement	Description	Sponsoring Witness(es)
I.	18	807 KAR 5:001 Sec. 10.(4)(f)	Manner of notification: Post sample copy of required notification at place of business	Mr. Albert M. Yockey
I.	19	807 KAR 5:001 Sec. 10.(5)	Notice of hearing	Mr. Albert M. Yockey
I.	20	807 KAR 5:001 Sec. 10.(8)(a)	Forecasted period presented as pro forma adjustments to base period	Mr. John Wolfram Ms. DeAnna M. Speed
I.	21	807 KAR 5:001 Sec. 10.(8)(b)	Forecasted adjustments limited to twelve (12) months immediately following suspension period	Mr. John Wolfram
I.	22	807 KAR 5:001 Sec. 10.(8)(c)	Capitalization and net investment rate base for forecasted period based on thirteen (13) month average	Ms. Billie J. Richert
I.	23	807 KAR 5:001 Sec. 10.(8)(f)	Reconciliation of rate base and capital used to determine revenue requirements	Mr. Travis A. Siewert
I.	24	807 KAR 5:001 Sec. 10.(9)(a)	Prepared testimony of each witness supporting application	Mr. Mark A. Bailey Ms. Billie J. Richert Mr. Albert M. Yockey Mr. Robert W. Berry Mr. David G. Crockett Ms. DeAnna M. Speed Ms. Lindsay N. Barron Mr. James V. Haner Mr. Ted J. Kelly Mr. Travis A. Siewert Mr. John Wolfram
I.	25	807 KAR 5:001 Sec. 10.(9)(b)	Capital construction budget - containing at minimum a three (3) year forecast of construction expenditures	Mr. Robert W. Berry Mr. David G. Crockett

Big Rivers Electric Corporation
Case No. 2012-00535
Table of Contents

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(Forecast Test Period: Twelve Months Ending 8/31/2014; Base Period: Twelve Months Ending 4/30/2013)

Volume No.	Tab No.	Filing Requirement	Description	Sponsoring Witness(es)
I.	26	807 KAR 5:001 Sec. 10.(9)(c)	Description of factors used in preparing forecast period	Ms. Billie J. Richert
I.	27	807 KAR 5:001 Sec. 10.(9)(d)	Annual and monthly budgets - twelve (12) months preceding filing date, base period and forecasted period	Ms. Billie J. Richert
I.	28	807 KAR 5:001 Sec. 10.(9)(e)	Statement of attestation regarding forecast, signed by the utility's chief officer	Mr. Mark A. Bailey
I.	29	807 KAR 5:001 Sec. 10.(9)(f)	Major construction projects - individually constituting five (5) percent or more of annual construction budget within three (3) year forecast	Mr. Robert W. Berry Mr. David G. Crockett
I.	30	807 KAR 5:001 Sec. 10.(9)(g)	Construction projects - individually constituting less than five (5) percent of annual construction budget within three (3) year forecast	Mr. Robert W. Berry Mr. David G. Crockett
I.	31	807 KAR 5:001 Sec. 10.(9)(h)	Financial forecast - corresponding to the three (3) forecasted years included in the capital construction budget	Ms. DeAnna M. Speed Mr. John Wolfram Ms. Lindsay N. Barron Mr. Robert W. Berry Mr. James V. Haner Mr. Travis A. Siewert
I.	32	807 KAR 5:001 Sec. 10.(9)(i)	Federal Energy Regulatory Commission or Federal Communications Commission audit reports	Ms. Billie J. Richert
II.	33	807 KAR 5:001 Sec. 10.(9)(j)	Prospectuses of most recent stock or bond offerings	Ms. Billie J. Richert
II.	34	807 KAR 5:001 Sec. 10.(9)(k)	Federal Energy Regulatory Commission Form 1 (electric), Federal Energy Regulatory Commission Form 2 (gas), or Automated Reporting Management Information System Report (telephone) and Public Service Commission Form T (telephone)	Ms. Billie J. Richert
II.	35	807 KAR 5:001 Sec. 10.(9)(l)	Annual reports to shareholders - for the five (5) most recent years from the application filing date	Ms. Billie J. Richert
II.	36	807 KAR 5:001 Sec. 10.(9)(m)	Current chart of accounts	Ms. Billie J. Richert

Big Rivers Electric Corporation
Case No. 2012-00535
Table of Contents

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(Forecast Test Period: Twelve Months Ending 8/31/2014; Base Period: Twelve Months Ending 4/30/2013)

Volume No.	Tab No.	Filing Requirement	Description	Sponsoring Witness(es)
II.	37	807 KAR 5:001 Sec. 10.(9)(n)	Monthly managerial reports- with financial results in comparison to forecast for latest twelve (12) months	Ms. Billie J. Richert
III.	38	807 KAR 5:001 Sec. 10.(9)(o)	Monthly budget variance reports - for the twelve (12) months immediately prior to base period, the base period and subsequent months	Ms. Billie J. Richert
IV.	39	807 KAR 5:001 Sec. 10.(9)(p)	Securities and Exchange Commission reports	Ms. Billie J. Richert
IV.	40	807 KAR 5:001 Sec. 10.(9)(q)	Independent auditor's annual opinion report	Ms. Billie J. Richert
IV.	41	807 KAR 5:001 Sec. 10.(9)(r)	Quarterly reports to stockholders for the most recent five (5) quarters	Ms. Billie J. Richert
IV.	42	807 KAR 5:001 Sec. 10.(9)(s)	Depreciation study	Mr. Ted J. Kelly
IV.	43	807 KAR 5:001 Sec. 10.(9)(t)	List of computer software, programs, and models used in preparation of the filing application	Ms. Billie J. Richert
IV.	44	807 KAR 5:001 Sec. 10.(9)(u)	Amounts charged or allocated by affiliate or paid to affiliate during base period and previous three (3) years	Ms. Billie J. Richert
IV.	45	807 KAR 5:001 Sec. 10.(9)(v)	Cost of service study	Mr. John Wolfram
IV.	46	807 KAR 5:001 Sec. 10.(9)(w)	Local exchange carriers, jurisdictional separations study and service specific cost studies	Ms. Billie J. Richert
IV.	47	807 KAR 5:001 Sec. 10.(10)(a)	Jurisdictional financial summary - for both the base and forecasted period	Mr. Travis A. Siewert
IV.	48	807 KAR 5:001 Sec. 10.(10)(b)	Jurisdictional rate base summary - for both the base and forecasted period	Mr. Travis A. Siewert
IV.	49	807 KAR 5:001 Sec. 10.(10)(c)	Jurisdictional operating income summary - for both the base and forecasted period	Ms. Billie J. Richert
IV.	50	807 KAR 5:001 Sec. 10.(10)(d)	Jurisdictional adjustments to operating income	Ms. Billie J. Richert
IV.	51	807 KAR 5:001 Sec. 10.(10)(e)	Jurisdictional federal and state income tax summary - for both the base and forecasted period	Ms. Billie J. Richert

Big Rivers Electric Corporation
Case No. 2012-00535
Table of Contents

Forecasted Test Period
Filing Requirements

(Forecast Test Period: Twelve Months Ending 8/31/2014; Base Period: Twelve Months Ending 4/30/2013)

Volume No.	Tab No.	Filing Requirement	Description	Sponsoring Witness(es)
IV.	52	807 KAR 5:001 Sec. 10.(10)(f)	Summary schedules for miscellaneous expenses for both the base and forecasted period	Ms. Billie J. Richert
IV.	53	807 KAR 5:001 Sec. 10.(10)(g)	Analyses of payroll costs	Mr. James V. Haner
IV.	54	807 KAR 5:001 Sec. 10.(10)(h)	Computation of gross revenue conversion factor for the forecasted period	Mr. John Wolfram
IV.	55	807 KAR 5:001 Sec. 10.(10)(i)	Comparative income statements, revenue statistics and sales statistics - for five (5) most recent calendar years from application date, base period, forecasted period, and two (2) calendar years beyond forecast period	Ms. Billie J. Richert
IV.	56	807 KAR 5:001 Sec. 10.(10)(j)	Cost of capital summary - for both the base and forecasted period	Ms. Billie J. Richert
IV.	57	807 KAR 5:001 Sec. 10.(10)(k)	Comparative financial data and earnings measures - for ten (10) most recent calendar years, the base period, and the forecasted period	Ms. Billie J. Richert
IV.	58	807 KAR 5:001 Sec. 10.(10)(l)	Narrative description and explanation of all proposed tariff changes	Mr. Albert M. Yockey
IV.	59	807 KAR 5:001 Sec. 10.(10)(m)	Revenue summary for both the base and forecasted period with detailed billing analyses for all customer classes	Ms. Billie J. Richert
IV.	60	807 KAR 5:001 Sec. 10.(10)(n)	Typical bill comparison under present and proposed rates for all customer classes	Mr. John Wolfram
IV.	61	807 KAR 5:001 Sec. 10.(11)	Request for waiver	Mr. Albert M. Yockey
IV.	62	807 KAR 5:058 Case No. 2008-00408 July 24, 2012 Order	Consideration of cost-effective energy efficiency resources and impact of such resources on test year	Mr. Albert M. Yockey
V.	63	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Mark A. Bailey	Mr. Mark A. Bailey
V.	64	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Ms. Billie J. Richert	Ms. Billie J. Richert
V.	65	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Albert M. Yockey	Mr. Albert M. Yockey
V.	66	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Robert W. Berry	Mr. Robert W. Berry

**Big Rivers Electric Corporation
Case No. 2012-00535
Table of Contents**

**Forecasted Test Period
Filing Requirements**

(Forecast Test Period: Twelve Months Ending 8/31/2014; Base Period: Twelve Months Ending 4/30/2013)

Volume No.	Tab No.	Filing Requirement	Description	Sponsoring Witness(es)
V.	67	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. David G. Crockett	Mr. David G. Crockett
V.	68	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Ms. DeAnna M. Speed	Ms. DeAnna M. Speed
V.	69	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Ms. Lindsay N. Barron	Ms. Lindsay N. Barron
V.	70	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. James V. Haner	Mr. James V. Haner
V.	71	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Ted J. Kelly	Mr. Ted J. Kelly
V.	72	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Travis A. Siewert	Mr. Travis A. Siewert
V.	73	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. John Wolfram	Mr. John Wolfram

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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*All applications must be by petition in writing. The petition must set forth
the full name and post office address of the applicant, and must contain
fully the facts on which the application is based, with a request for the
order, authorization, permission or certificate desired and a reference to the
particular provision of law requiring or providing for same.*

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Response:

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Please see Big Rivers' Application and the attachments thereto.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Statement of the reason the adjustment is required.

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Response:

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Please see the Direct Testimony of Ms. Billie J. Richert. In short, Big

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Rivers is requesting this adjustment in its general rates so that it can

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demonstrate to the rating agencies regulatory support of Big Rivers'

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financial health, have access to the capital markets, continue to

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appropriately maintain its utility plant, and meet the requirements of its

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loan agreements.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 3
Filing Requirement
807 KAR 5:001 Sec. 10(1)(b)(2)
Sponsoring Witness: Billie J. Richert

Description of Filing Requirement:

9 *Statement that the utility's annual reports, including the annual report for*
10 *the most recent calendar year, are on file with the commission in*
11 *accordance with 807 KAR 5:006, Section 3(1).*

12 **Response:**

13 Big Rivers' annual reports for the calendar years prior to 2012 are on file
14 with the Commission in accordance with 807 KAR 5:006, Section 3(1). As
15 of the date of this Application, Big Rivers is preparing its 2012 annual
16 report. Big Rivers anticipates filing its 2012 annual report with the
17 Commission no later than March 31, 2013.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or out-of-state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.

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Response:

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The articles of incorporation of Big Rivers, and all amendments thereto, are attached as Exhibit 14 to the Application of Big Rivers in *In the Matter of: Application of Big Rivers Electric Corporation to Issue Evidences of Indebtedness*, PSC Case No. 2012-00492, and are incorporated herein by reference.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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If the utility is a limited partnership, a certified copy of the limited partnership agreement and all amendments thereto or out-of-state documents of similar import. If the utility's limited partnership agreement and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.

15

Response:

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Big Rivers is not a limited partnership.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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*If the utility is incorporated or is a limited partnership, a certificate of
good standing or certificate of authorization dated within sixty (60) days of
the date the application is filed.*

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Response:

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Attached hereto is a Certificate of Existence for Big Rivers, dated
November 29, 2012, issued by the office of the Secretary of State for the
Commonwealth of Kentucky.

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 133056
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

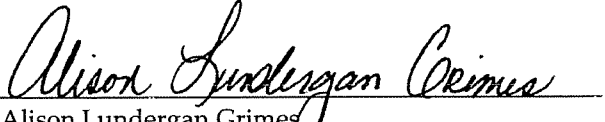
BIG RIVERS ELECTRIC CORPORATION

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 279, whose date of incorporation is June 14, 1961 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 29th day of November, 2012, in the 221st year of the Commonwealth.




Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
133056/0004242

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 7
Filing Requirement
807 KAR 5:001 Sec. 10(1)(b)(6)
Sponsoring Witness: Billie J. Richert

Description of Filing Requirement:

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Certified copy of a certificate of assumed name as required by KRS 365.015

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or a statement that such a certificate is not necessary.

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Response:

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Big Rivers is not operating under any assumed names.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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*Proposed tariff in a form which complies with 807 KAR 5:011 with an
effective date not less than thirty (30) days from the date the application is
filed.*

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Response:

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Big Rivers' proposed tariff is attached hereto, and complies
with 807 KAR 5:011. The effective date of Big Rivers'
proposed tariff is February 18, 2013.

Big Rivers Electric Corporation

201 Third Street
Henderson, Kentucky 42420

Rates, Terms and Conditions for Furnishing

Electric Service

In

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

Webster Counties

As Filed with The

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

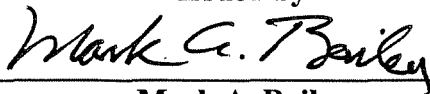
Issued: January 15, 2013

Effective: February 18, 2013

[T]

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

Issued by


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

Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
General Index			
SECTION 1 – Standard Rate Schedules	1		
RDS Rural Delivery Service	1	02-18-2013	[T] ↓
DSM-01 High Efficiency Lighting Replacement Program	3	02-18-2013	
DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program	4	02-18-2013	
DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program	5	02-18-2013	
DSM-04 Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program	7	02-18-2013	
DSM-05 Residential Weatherization Program	9	02-18-2013	
DSM-06 Touchstone Energy® New Home Program	11	02-18-2013	
DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program	13	02-18-2013	
DSM-08 Commercial / Industrial High Efficiency Lighting Replacement Incentive Program	15	02-18-2013	
DSM-09 Commercial / Industrial General Energy Efficiency Program	17	02-18-2013	
DSM-10 Residential Weatherization Program – Primary Heating Source Non-Electric	19	02-18-2013	
LIC Large Industrial Customer	22	02-18-2013	
CATV Cable Television Attachment	26	02-18-2013	
QFP Cogeneration/Small Power Production Purchase – Over 100 KW	34	02-18-2013	
QFS Cogeneration/Small Power Production Sales – Over 100 KW	37	02-18-2013	
LICX Large Industrial Customer Expansion	45	02-18-2013	
SET Supplemental Energy Transaction	50	02-18-2013	

DATE OF ISSUE January 15, 2013
 DATE EFFECTIVE February 18, 2013

Mark A. Bailey

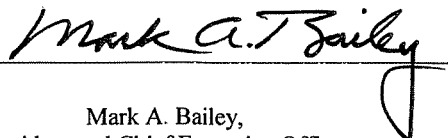
ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
SECTION 2 – Adjustment Clauses and Service Riders	52		[T] ↓
CSR Voluntary Price Curtailable Service Rider	52	02-18-2013	
RRES Renewable Resource Energy Service	57	02-18-2013	
RA Rebate Adjustment	59	02-18-2013	
ES Environmental Surcharge	61	02-18-2013	
FAC Fuel Adjustment Clause	63	02-18-2013	
MRSM Member Rate Stability Mechanism	66	02-18-2013	
US Unwind Surcredit	69	02-18-2013	
RER Rural Economic Reserve Rider	71	02-18-2013	
NSNFP Non-Smelter Non-FAC PPA	74	02-18-2013	
SECTION 3 – Special Rules Terms and Conditions	79		
Contract Demand	79	02-18-2013	
Metering	79	02-18-2013	
Electric Characteristics and Delivery Point(s)	79	02-18-2013	
Substations	79	02-18-2013	
Rate	79	02-18-2013	
Discount Adjustment	80	02-18-2013	
Meter Testing and Billing Adjustment	80	02-18-2013	
Monitoring Uses	80	02-18-2013	
Notice of Meter Reading or Test	81	02-18-2013	
Power Factor	81	02-18-2013	
Right-of-Access	81	02-18-2013	
Continuity of Service	82	02-18-2013	
Payments of Bills	82	02-18-2013	
Transmission Emergency Control Program	83	02-18-2013	
Generation Deficiency Emergency Control Program	86	02-18-2013	
Fuel Emergency Control Program	88	02-18-2013	
SECTION 4 – Definitions	92		

DATE OF ISSUE January 15, 2013
 DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 1

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 1

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

Available only for service to Big Rivers' Member Cooperatives, at their rural delivery points, which are all delivery points other than dedicated large industrial and smelter delivery points, subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Commission. [T]

Term:

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

Rates:

For all delivery points for Rural Delivery Service a Monthly Delivery Point Rate consisting of:

A Demand Charge of:

All kW of billing demand at \$16.9500 per kW. [I]

Plus,

An Energy Charge of:

All kWh per month at \$0.030000 per kWh. [I]

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 2

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

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

Demand Charge

The demand charge in this Standard Rate Schedule RDS shall apply to each rural delivery point's thirty-minute clock-hour demand measured at the time of Big Rivers' Maximum Adjusted Net Local Load, as defined in this paragraph, determined on a thirty-minute clock-hour basis, during the month. Big Rivers' Maximum Adjusted Net Local Load during the month shall be calculated in the following manner: [T]

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

DATE OF ISSUE January 15, 2013


DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 3

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.01

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-01

High Efficiency Lighting Replacement Program

Purpose

This program promotes an increased use of ENERGY STAR® rated Compact Fluorescent Light ("CFL") lamps among Rural Customers by reimbursing a Member the cost of CFL lamps purchased and distributed by the Member to its eligible Rural Customers.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer in the Member's service area.

Member Incentives

Big Rivers will reimburse a Member the cost of CFL lamps purchased and distributed by the Member to its eligible Rural Customers. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

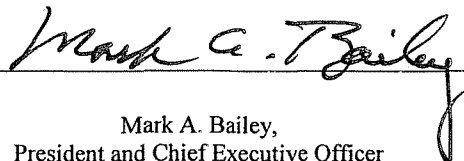
To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid CFL supplier invoice, and acceptable documentation that those CFLs have been or will be distributed to eligible Rural Customers of the Member.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013




ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 4

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.02

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-02

ENERGY STAR® Clothes Washer Replacement Incentive Program

Purpose

This program promotes an increased use of ENERGY STAR® rated clothes washing machines (“Qualifying Clothes Washer”) among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who purchases and installs a Qualifying Clothes Washer.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who purchases and installs a Qualifying Clothes Washer in the Member's service area.

Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$100 for each Qualifying Clothes Washer purchased and installed by an eligible Rural Customer in the Member's service area. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

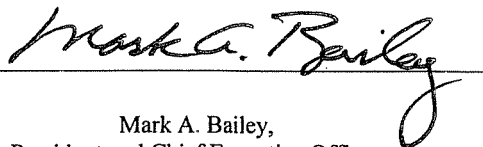
To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Clothes Washer on the premises of an eligible Rural Customer of the Member in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013




ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original SHEET NO. 5

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 2.03

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-03

ENERGY STAR® Refrigerator Replacement Incentive Program

Purpose

This program promotes an increased use of ENERGY STAR® rated refrigerators (“Qualifying Refrigerator”) among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who purchases and installs a Qualifying Refrigerator and removes from operation and recycles an existing older, low-efficiency refrigerator.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who purchases and installs a Qualifying Refrigerator and removes from operation and recycles an existing refrigerator.

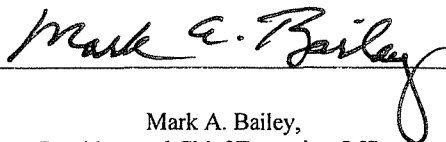
Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$100 for each Qualifying Refrigerator that is purchased and installed by an eligible Rural Customer in the Member's service area, in conjunction with removing from operation and recycling an existing refrigerator. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions


To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Refrigerator on the premises of an eligible Rural Customer of the Member in the Member's service area, and acceptable documentation that an older refrigerator has been removed from operation and recycled.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 

(Name of Utility)

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

25

Original

SHEET NO. 6

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

24

Original

SHEET NO. 2.04

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-03 (continued)

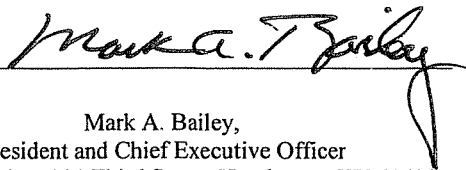
ENERGY STAR® Refrigerator Replacement Incentive Program

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013


DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 7

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.05

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-04

Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

Purpose

This program promotes an increased use of high-efficiency HVAC systems among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer who purchases and installs an HVAC system beyond contractor grade minimums to one of three types of ENERGY STAR® rated HVAC systems ("Qualified System"). [T]

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who upgrades an HVAC system located in the Member's service area to one of three types of Qualified Systems.

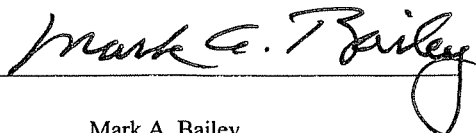
Member Incentives

Big Rivers will reimburse a Member an incentive payment, based on the following table, for purchase and installation by a Member's Rural Customer of a Qualified System HVAC upgrade located in the Member's service territory. The incentive paid for each Qualified System of one of the following types shall be: [T]

Geothermal	\$ 750
Dual Fuel	\$ 500
Air Source	\$ 200

Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

8

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

24

Original

SHEET NO.

2.06

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-04 (continued)

Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

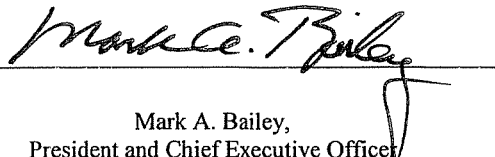
Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt of purchase and installation of a Qualified System from a licensed contractor, along with a certificate from the Member verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013




ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 9

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.07

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-05

Residential Weatherization Program

Purpose

This program promotes increased implementation of weatherization improvements among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who undertakes and completes residential weatherization improvements in accordance with this program.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

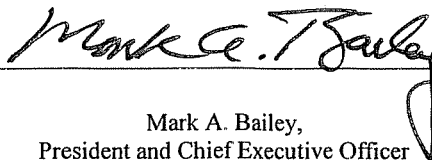
Eligibility

An eligible Rural Customer is a Member's Rural Customer who undertakes and completes weatherization improvements in accordance with this program at the Rural Customer's all-electric home located in the Member's service area.

Member Incentives

Big Rivers will provide 50% of the cost of residential weatherization improvements performed in accordance with this program. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original SHEET NO. 10

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 2.08

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-05 (continued)

Residential Weatherization Program

Terms & Conditions

1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
2. The Member will promote the program, and select Rural Customer names to submit to Contractor.
3. Contractor will contact the Rural Customer from the names provided, and manage the weatherization process.
4. Big Rivers will pay the Contractor \$150 for the initial audit.
5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, as part of the initial audit. Reimbursement will be limited to the following:

CFL Bulbs	Twenty (20) per Rural Customer's residence
Low-Flow Aerator	Two (2) per Rural Customer's residence
Low-Flow Shower Head	One (1) per Rural Customer's residence


Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original SHEET NO. 11

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 2.09

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-06

Touchstone Energy® New Home Program

Purpose

This program promotes an increased use of energy efficient building standards as outlined in the Touchstone Energy® certification program, including installation of high efficiency ENERGY STAR® rated HVAC systems, among Rural Customers and home builders by paying a Member an incentive for the benefit of an eligible Rural Customer whose new home includes an HVAC system beyond contractor grade minimums that is one of three specified types of ENERGY STAR® rated HVAC systems ("Qualified System").

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer whose new Touchstone Energy® Certified residence includes a Qualified System.

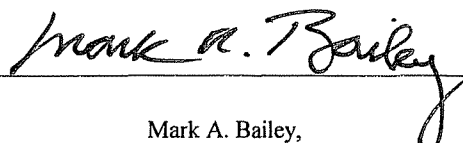
Member Incentives

Big Rivers will reimburse a Member an incentive payment, based on the following table, for purchase [T] by a Member's Rural Customer of a new Touchstone Energy® Certified residence that includes a Qualified System. The incentive paid for each residence for a Qualified System of one of the following types shall be:

Geothermal Heat Pump (ground coupled heat pump)	\$ 2,000
Air Source Heat Pump	\$ 1,000
Dual Fuel Heat Pump (ASHP w/Gas Backup)	\$ 1,200
Gas Heat	\$ 750

Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013


ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

12

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

24

Original

SHEET NO.

2.10

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06 (continued)

Touchstone Energy® New Home Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of the original Touchstone Energy® Certified residence certification document and supporting documents, and a copy of the receipt or certification from a licensed HVAC contractor verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service territory.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.


DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 25

Original

SHEET NO. 13

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.11

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-07

Residential and Commercial HVAC & Refrigeration Tune-Up Program

Purpose

This program promotes annual maintenance of heating and air conditioning equipment among eligible Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, for professional cleaning and servicing of the Rural Customer's heating and cooling system.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

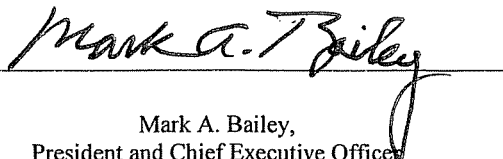
Eligibility

An eligible Rural Customer is a Member's Rural Customer whose heating and cooling system is professionally cleaned and serviced in accordance with this program.

Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$25 incentive for each residential unit and \$50 for each commercial unit of an eligible Rural Customer in the Member's service territory that is professionally cleaned and serviced. The incentive is available for up to three residential units per location, and up to five commercial units per location. The incentive is available once per unit per year. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 14

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

24

Original

SHEET NO. 2.11

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-07 (continued)

Residential and Commercial HVAC & Refrigeration Tune-Up Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt from a licensed contractor verifying that the heating and cooling system on the premises of an eligible Rural Customer in the Member's service area has been professionally cleaned and serviced.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.


DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 15

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.12

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Purpose

This program promotes the upgrading of low-efficiency commercial or industrial lighting systems by Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer who measurably improves the energy efficiency of a commercial or industrial lighting system. [T]

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

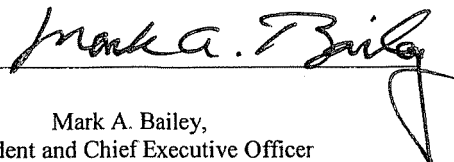
An eligible Rural Customer is a Member's Rural Customer who measurably improves the energy efficiency of a commercial or industrial lighting system in a facility located in the Member's service area in accordance with this program.

Member Incentives

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of \$350 per kW of measurable improvement in energy efficiency of a commercial or industrial lighting system at the facility of a Member's eligible Rural Customer achieved by improvements to an existing commercial or industrial lighting system. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 16

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.13

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08 (continued)

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers, in the form and detail specified by Big Rivers:

1. Information from which the energy efficiency of the existing commercial or industrial lighting system can be calculated;
2. Information from which the energy efficiency of the improved commercial or industrial lighting system can be calculated, and the improvement in the energy efficiency of the light system determined;
3. Information that documents the purchase and installation of the improvements to the commercial or industrial lighting system, including a copy of the invoice for materials and installation services associated with the project;
4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the lighting system improvements at a Rural Customer's facility in the Member's service area; and
5. A copy of the form showing the calculation of the energy efficiency improvements from the lighting system improvements, signed by the Rural Customer.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013


DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 17

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.14

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09

Commercial / Industrial General Energy Efficiency Program

Purpose

This program promotes the implementation of energy efficiency projects among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer of the Member who implements an energy efficiency projects at its commercial or industrial facilities.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

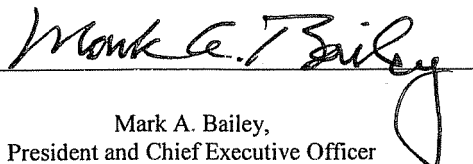
Eligibility

An eligible Rural Customer is a Member's Rural Customer who implements an energy efficiency project at its commercial or industrial facilities in Member's service area in accordance with the terms and conditions of this program.

Member Incentives

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of \$350 per kW of measurable improvement in demand reduction achieved by an energy efficiency project implemented by a Member's eligible Rural Customer at the Rural Customer's facility located in the Member's service area. The maximum incentive available per project is \$25,000. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 18

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.15

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09 (continued)

Commercial / Industrial General Energy Efficiency Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers, in the form and detail specified by Big Rivers:

1. Information from which the energy efficiency of the existing commercial or industrial facility can be calculated;
2. Information from which the energy efficiency of the commercial or industrial facility can be calculated after the completion of the energy efficiency project, and the improvement in the energy efficiency of the commercial or industrial facility can be determined;
3. Information that documents the plans and specifications of the energy efficiency project, the purchase, construction or installation of the improvements of the energy efficiency project at the commercial or industrial facility, including a copy of the invoice(s) for materials and installation services associated with the project;
4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the improvements specified in the energy efficiency project at the Rural Customer's facility in the Member's service area; and
5. A copy of the form showing the calculation of the demand reduction achieved by the energy efficiency project improvements, signed by the Rural Customer.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 19

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.16

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-10

Residential Weatherization Program-Primary Heating Source Non-Electric

Purpose

This program promotes increased implementation of weatherization improvements among Rural Customers whose primary heating source is non-electric by paying a Member an incentive for the benefit of an eligible Rural Customer, who undertakes and completes residential weatherization improvements in accordance with this program.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who undertakes and completes weatherization improvements in accordance with this program at the Rural Customer's home located in the Member's service area, if the Rural Customer's home has a primary heat source that is non-electric and electric-sourced air conditioning.

Member Incentives

Big Rivers will provide 25% of the cost of residential weatherization improvements performed in accordance with this program. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

20

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

24

Original

SHEET NO.

2.17

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-10 (continued)

Residential Weatherization Program-Primary Heating Source Non-Electric

Terms & Conditions

1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
2. The Member will promote the program, and select Rural Customer names to submit to Contractor.
3. Contractor will contact the Rural Customers from the names provided, and manage the weatherization process.
4. Big Rivers will pay the Contractor \$150 for the initial audit.
5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, if the water heater is electric, as part of the initial audit. Reimbursement will be limited to the following:

CFL Bulbs	Twenty (20) per Rural Customer's residence
Low-Flow Aerator	Two (2) per Rural Customer's residence
Low-Flow Shower Head	One (1) per Rural Customer's residence

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013


ISSUED BY:

Mark A. Bailey,

President and Chief Executive Officer

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 25

Original SHEET NO. 21

CANCELLING P.S.C. KY. No. 24

First Revised SHEET NO. 3

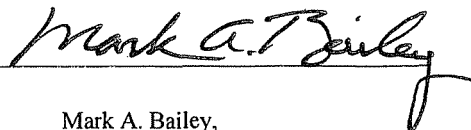
RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – RDS – Rural Delivery Service Billing Form

BIG RIVERS ELECTRIC CORP				INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024	
TO:	Member's Name	ACCOUNT					
SERVICE FROM:	mm/dd/yyyy	THRU	mm/dd/yyyy	BILLED PEAK		mm/dd	Time
SUBSTATION	BILLED KW	KWH	L.F. COIN	PREVIOUS READING	PRESENT READING	DIFF.	KW / KWH MULT.
Name	0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1000
Name	0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1000
TOTAL	0,000	0,000,000					
ACTUAL DEMAND			KW TIMES		\$0.00	EQUALS	\$00.00
ADJUSTMENT			KW TIMES		\$0.00	EQUALS	\$00.00
ENERGY			KWh TIMES		\$0.00	EQUALS	\$00.00
FUEL ADJUSTMENT CLAUSE			KWh TIMES		\$0.00	EQUALS	\$00.00
NSNFP			KWh TIMES		\$0.00	EQUALS	\$00.00
					SUBTOTAL		\$00.00
ENVIRONMENTAL SURCHARGE	\$00.00	TIMES		0.00%	EQUALS	\$00.00	
POWER FACTOR PENALTY			KW TIMES		\$0.00	EQUALS	\$00.00
UNWIND SURCREDIT			KWh TIMES		\$0.00	EQUALS	\$00.00
MEMBER RATE STABILITY MECHANISM			AMOUNT		\$00.00		
REBATE ADJUSTMENT			AMOUNT		\$00.00		
RURAL ECONOMIC RESERVE			AMOUNT		\$00.00		
CSR			AMOUNT		\$00.00		
RRES			KWh TIMES		\$0.00	EQUALS	\$00.00
ADJUSTMENT			KWh TIMES		\$0.00	EQUALS	\$00.00
					TOTAL AMOUNT DUE		\$00.00
LOAD FACTOR		POWER FACTOR					
COIN	BILLED	BASE	AVERAGE	@ PEAK	MILLS PER KWH		
00.00%	00.00%	00.00%	00.00%	00.00%	00.00		

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 22

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 6

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

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

Term:

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

Rates:

Rates Separate for Each Large Industrial Customer:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 23

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 7

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

A Demand Charge of:

All kW of billing demand at \$12.4100 per kW.

[I]

Plus,

An Energy Charge of:

All kWh per month at \$0.030000 per kWh.

[I]

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

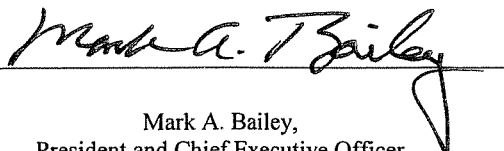
Charges:

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

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

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

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P.S.C. KY. No. 25

Original

SHEET NO. 24

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 7

RATES, TERMS AND CONDITIONS – SECTION 1

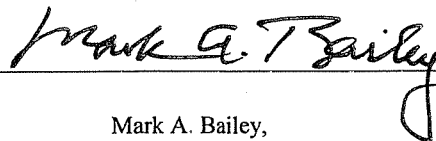
STANDARD RATE – LIC – Large Industrial Customer – (continued)

Billing:

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

DATE OF ISSUE January 15, 2013


DATE EFFECTIVE February 18, 2013



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

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



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P.S.C. KY. No. _____ 25

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SHEET NO. 25

CANCELLING P.S.C. KY. No. 24

First Revised

SHEET NO. 8

RATES, TERMS AND CONDITIONS – SECTION 1

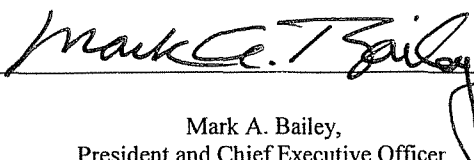
STANDARD RATE – LIC – Large Industrial Customer Billing Form

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

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

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

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

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SHEET NO. 26

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 9

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment

Applicable:

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

Availability:

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

Rental Charge:

The yearly rental charges shall be as follows:

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

Billing:

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

Specifications:

The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

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



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SHEET NO. 27

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 10

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV -- Cable Television Attachment Billing Form

BIG RIVERS ELECTRIC CORP

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

HENDERSON, KY 42419-0024

CABLE TELEVISION

INVOICE NO

DESCRIPTION

Date:

RE; CABLE TELEVISION ATTACHEMENT AGREEMENT

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

Applicable Tariff:	Quantity		Rate		Total
Two-party pole attachment without ground	0,000	x	\$3 14	=	\$ 00,000.00
Three-party pole attachment without ground	0,000	x	\$2 23	=	\$ 00,000.00
Two-party pole attachment with ground	0,000	x	\$3 37	=	\$ 00,000.00
Three-party pole attachment with ground	0,000	x	\$2 37	=	\$ 00,000.00
Two-party anchor attachment	0,000	x	\$5 56	=	\$ 00,000.00
Three-party anchor attachment	0,000	x	\$3 71	=	\$ 00,000.00
Total Amount Due:					\$ 00,000.00

Terms: Net Fifteen (15) Days

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

DATE OF ISSUE January 15, 2013
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Mark A. Bailey

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 25

Original SHEET NO. 28

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 11

RATES, TERMS AND CONDITIONS – SECTION 1

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

Special Rules

(1) Establishing Pole Use:

Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

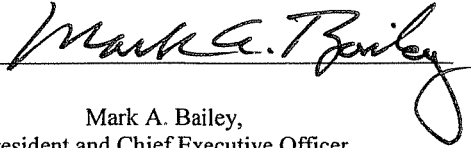
Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.

Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.

Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.

All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.

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



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25

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SHEET NO.

29

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

24

Original

SHEET NO.

12

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

(2) Easement and Right-of-Way:

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

(3) Maintenance of Poles, Attachments and Operation:

Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.


Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give a forty-eight (48) hour notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom. [T]

Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

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P.S.C. KY. No. 25

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SHEET NO. 30

CANCELLING P.S.C. KY. No. 24

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SHEET NO. 13

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

(4) Inspections:

Periodic Inspection:

Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.

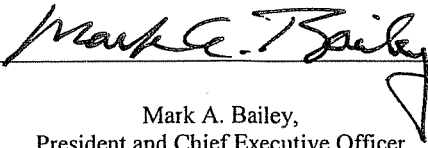
Make-Ready Inspection:

Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.


(5) Insurance or Bond:

The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

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Your Touchstone Energy Cooperative 

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25

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SHEET NO.

31

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24

Original

SHEET NO.

14

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

1. Protection for its employees to the extent required by Workers' Compensation Laws of Kentucky.
2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
3. Naming Big Rivers Electric Corporation as an additional insured.

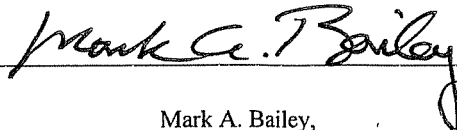
Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required here under shall contain a contractual endorsement written as follows:

The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause without thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.

(6) Change of Use Provision:

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given a forty-eight (48) hour notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments. [T]

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



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P.S.C. KY. No. 25

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SHEET NO. 32

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SHEET NO. 15

RATES, TERMS AND CONDITIONS – SECTION 1

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

(7) Abandonment:

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

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

(8) Rights of Others:

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

(9) Payment of Taxes:

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

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Mark A. Bailey,
President and Chief Executive Officer

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



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SHEET NO. 33

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 16

RATES, TERMS AND CONDITIONS – SECTION 1

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

(10) Bond or Deposit for Performance:

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

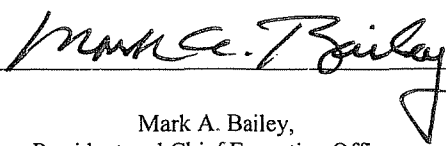
(11) Use of Anchors:

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

(12) Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 14.

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25

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SHEET NO.

34

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

24

Original

SHEET NO.

17

RATES, TERMS AND CONDITIONS – SECTION 1

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

Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to the Commission's regulation in 807 KAR 5:054.

[T]

Applicability of Service:

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

[T]

Terms and Conditions:

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

All power from a Qualifying Facility ("QF") purchased under this tariff will be sold to Big Rivers.

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

QF shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.

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

QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

QF shall enter into a written contract with Big Rivers. All conditions applying to QF service shall be specified in the contract executed by the parties and are subject to the jurisdiction of the Commission and to Big Rivers' terms and conditions regarding a QF then in effect. For contracts which cover the purchase of energy only, the term shall be one year and shall be self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be

[T]

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Original

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CANCELLING P.S.C. KY. No. _____ 24

Original

SHEET NO. _____ 18

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

Inter-Utility Market – “Inter-Utility Market” means any supplier of wholesale electric service to Big Rivers other than SEPA and the Henderson Municipal Power and Light's Station Two.

Rates for Purchases from QFs:

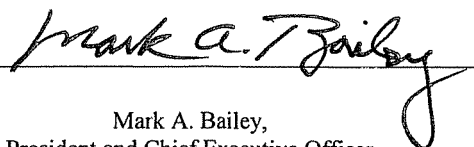
(1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual variable fuel expense. The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to $[ACC \times CAP]$, where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load. [T]

(2) Determination of CAP:


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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 25

Original SHEET NO. 36

CANCELLING P.S.C. KY. No. _____ 24

Original SHEET NO. 19

RATES, TERMS AND CONDITIONS – SECTION 1

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

(3) Firm Energy Purchase Rates:

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

Payment:

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

System Emergencies:

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

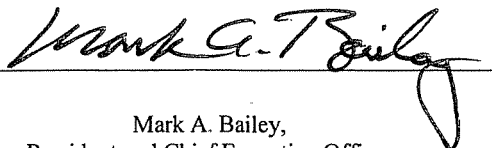
Interconnection:

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

Loss Compensation:

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

DATE OF ISSUE January 15, 2013
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P.S.C. KY. No. _____

25

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SHEET NO.

37

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

24

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20

RATES, TERMS AND CONDITIONS – SECTION I

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

Availability:

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii) [T] which meets the criteria for Qualifying Facility of 807 KAR 5:054 Section 4. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility shall be established by contract.

Applicability:

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

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


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

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

DATE OF ISSUE January 15, 2013
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Your Touchstone Energy Cooperative 

(Name of Utility)

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

25

Original

SHEET NO.

38

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

24

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21

RATES, TERMS AND CONDITIONS – SECTION 1

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

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:

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

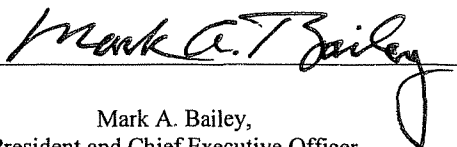
If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and

If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and

Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and


Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.

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P.S.C. KY. No. _____ 25

Original

SHEET NO. 39

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Original

SHEET NO. 22

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

Supplementary Service (capacity and energy).

Unscheduled Back-up Service, if any (capacity charge only).

Maintenance Service (capacity and energy), if any.

Excess Demand, if any.

Additional charges, if any.

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

Supplementary Service:

Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be according to the rates set forth in Big Rivers' Standard Rate Schedule RDS.

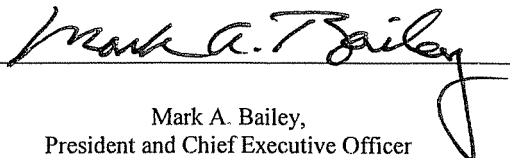
[T]

Unscheduled Back-up Service:

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


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25

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40

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24

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SHEET NO.

23

RATES, TERMS AND CONDITIONS – SECTION 1

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

Maintenance Service is being provided. The monthly charges to a Member Cooperative for
Unscheduled Back-up Demand shall be:

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to
import energy from a Third Party supplier to supply the Unscheduled Back-up Service for the
QF Members:

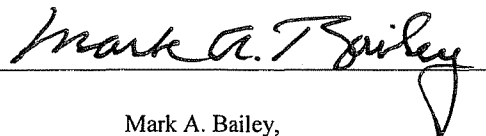
Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per
contract with the Member Cooperative, but in no case less than the actual demand delivered in any
month, including the current month. Big Rivers will accept a reduction in the Maximum
Unscheduled Capacity upon twelve (12) months advance notice from the Member Cooperative.
Said notice must specify the reduction in kW's and the basis for the lower requirements. All energy
shall be billed as either supplementary energy or maintenance energy.

Maintenance Service:

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


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

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Your Touchstone Energy Cooperative 

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P.S.C. KY. No. _____ 25

Original

SHEET NO. _____ 41

CANCELLING P.S.C. KY. No. _____ 24

Original

SHEET NO. _____ 24

RATES, TERMS AND CONDITIONS – SECTION 1

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

Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 AM CPT and ending 10:00 PM CPT on any weekday from December 1 through March 31. [T]

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

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

\$3.955 per kW of Scheduled Maintenance Demand per week, plus [I]

\$0.030000 per kWh of Maintenance Energy; or [I]

110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.

The charges for Off-peak Maintenance Service shall be:

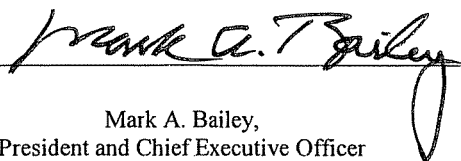
\$3.955 per kW of Scheduled Maintenance Demand per week, plus [I]

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


Excess Demand:

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

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(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 42

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 25

RATES, TERMS AND CONDITIONS – SECTION 1

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

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or import energy from a Third Party Supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or

If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) the applicable demand charge in Standard Rate Schedule RDS times the highest Excess Demand recorded during the month; or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transaction during the month times the sum of the Excess Demands measured during the month. [T]

Big Rivers shall be the sole determinant of when and under what circumstances it is required to import energy from a Third-Party Supplier to provide Excess Demand. [T]

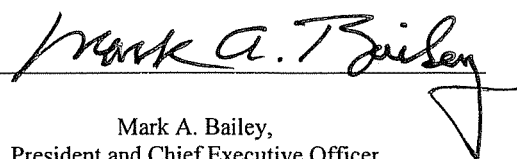
Additional Charges:

Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.


Interruptible Service:

Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.

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For All Territory Served By
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P.S.C. KY. No. _____ 25

Original SHEET NO. 43

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 26

RATES, TERMS AND CONDITIONS – SECTION 1

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

Interconnections:

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

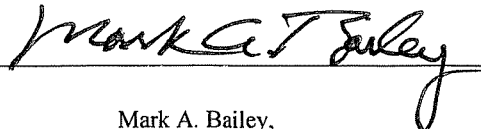
System Emergencies:

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

Loss Compensation:


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

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P.S.C. KY. No. _____

25

Original

SHEET NO.

44

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

24

Original

SHEET NO.

27

RATES, TERMS AND CONDITIONS – SECTION 1

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

BIG RIVERS ELECTRIC CORP.

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

HENDERSON, KY 42419-0024

TO: COGENERATOR AND SMALL POWER PRODUCER SALES

ACCOUNT

DELIVERY POINTS

SERVICE FROM
USAGE:

mm/dd/yy

THRU

mm/dd/yy

USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE		KW DEMAND BILLED
SUPPLEMENTAL DEMAND	00 00%	00 00%	00 00%	00.00%		000,000
UNSCHEDULED BACKUP DEMAND	00 00%	00 00%	00 00%	00.00%		000,000
EXCESS DEMAND	00 00%	00 00%	00 00%	00.00%		000,000
CUMULATIVE EXCESS DEMAND	00.00%	00.00%	00.00%	00.00%		000,000
		PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
SUPPLEMENTAL ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
MAINTENANCE ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000

SUPPLEMENTARY SERVICE

DEMAND	kW	TIMES	\$	EQUALS	\$
P/F PENALTY	kW	TIMES	\$	EQUALS	\$
ENERGY	kWh	TIMES	\$	EQUALS	\$
SUBTOTAL					\$

UNSCHEDULED BACK-UP SERVICE

DEMAND	kW	TIMES	\$	EQUALS	\$
--------	----	-------	----	--------	----

MAINTENANCE SERVICE ON-PEAK

DEMAND PER-WEEK (IF APPLICABLE)	kW	TIMES	\$	EQUALS	\$
ENERGY (IF APPLICABLE)	kWh	TIMES	\$	EQUALS	\$
SCHEDULE ENERGY BLOCK (IF APPLICABLE)					\$
TOTAL AMOUNT DUE					\$

OFF-PEAK

DEMAND PER-WEEK	kW	TIMES	\$	EQUALS	\$
ENERGY	kWh	TIMES	\$	EQUALS	\$
SUBTOTAL					\$

EXCESS SERVICE

EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	\$	EQUALS	\$
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	\$	EQUALS	\$
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kWh	TIMES	\$	EQUALS	\$
TOTAL AMOUNT DUE					\$

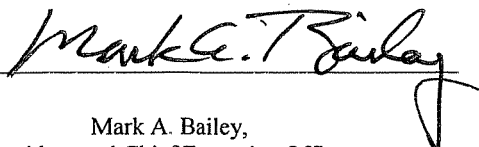
TOTAL AMOUNT DUE \$ 00,000.00

LOAD FACTOR
ACTUAL 00 00%
BILLED 00 00%

MILLS PER KWH
00 00

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

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P.S.C. KY. No. _____

25

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45

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24

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SHEET NO.

29

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion

Applicability:

This schedule shall be applicable as follows:

To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Standard Rate Schedules QFP and QFS, that either initially contracts for ten (10) MWs or more of capacity or whose aggregate peak load at any time amounts to ten (10) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule. [T]

To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Standard Rate Schedules QFP and QFS, where: (i) the customer was in existence and served under the then effective Standard Rate Schedule LIC any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand. [T]

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

Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in the Applicability section of this Standard Rate Schedule LICX. For all loads meeting the applicability criteria below, no other Big Rivers' tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria above. [T]

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25

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46

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24

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SHEET NO.

30

RATES, TERMS AND CONDITIONS – SECTION 1

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

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

Obtain from the customer an executed written contract or amend an existing contract with terms acceptable to Big Rivers.

Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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

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


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

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

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25

Original

SHEET NO.

47

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

24

Original

SHEET NO.

31

RATES, TERMS AND CONDITIONS – SECTION 1

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

Expansion Demand and Expansion Energy:

Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

Expansion Demand for the expanded load requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

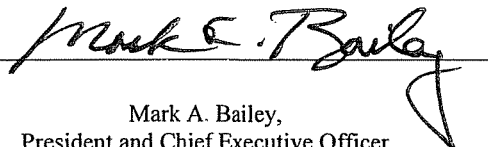
Rates and Charges:

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

(1) Expansion Demand and Expansion Energy Rates:


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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 48

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 32

RATES, TERMS AND CONDITIONS – SECTION 1

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

(2) Expansion Demand Transmission Rate:

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

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

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT:

- (1) Scheduling System Control and Dispatch;
- (2) Reactive Supply and Voltage Control from Generation Sources Services;
- (3) Regulation and Frequency Response Service;
- (4) Energy Imbalance Service;
- (5) Operating Reserve – Spinning Reserve Service; and
- (6) Operating Reserve – Supplemental Reserve Service.

(4) Big Rivers Adder:

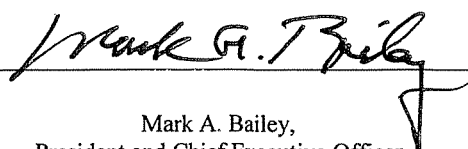
In addition to the charges described above, Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

Meters:

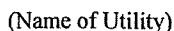
Big Rivers shall provide an appropriate meter to all customers served under this Standard Rate Schedule LICX. [T]
[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

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Mark A. Bailey,
President and Chief Executive Officer

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



49

24

33

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25

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50

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24

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SHEET NO.

33.50

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - SET – Supplemental Energy Transactions

Applicability:

In all territory served by Big Rivers' transmission system.

Availability:

This tariff provides a regulatory path for timely implementation of Supplemental Energy transactions requested by Kenergy under the terms of the Smelter Agreements (as amended), which are approved by and are on file with the Commission.

[T]

Rates and Terms:

This tariff shall not alter or amend, whether directly or by implication, any term, covenant or condition of a Smelter Agreement. Capitalized terms used in this tariff and not defined in this tariff have the meanings given in the Smelter Agreements.


"Supplemental Energy" consists of (i) Interruptible Energy, (ii) Buy-Through Energy, and (iii) Market Energy.

Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Interruptible Energy for resale to a Smelter in accordance with the terms and conditions set forth in Section 2.3.2(a) of a Smelter Agreement. Under the Smelter Agreements, Big Rivers provides Kenergy and each Smelter a confirmation setting forth the price or prices and other terms and conditions ("Interruptible Energy Terms") under which Interruptible Energy may be available during each Hour of a fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter remain in effect. The Interruptible Energy Charge is calculated in accordance with Section 4.3.1 of the Smelter Agreements.

DATE OF ISSUE January 15, 2013
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P.S.C. KY. No. _____

25

Original

SHEET NO.

51

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24

Original

SHEET NO.

33.51

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - SET – Supplemental Energy Transactions – (continued)

Buy-Through Energy. Upon each Notice of Interruption in the delivery to a Smelter of Interruptible Energy, as provided for in Section 2.3.2(a) of the Smelter Agreement, Big Rivers may in its sole discretion as provided in Section 2.3.2(b) offer to sell to Kenergy Firm Energy purchased from Third Party Suppliers for resale to a Smelter in lieu of the interrupted Scheduled Interruptible Energy ("Buy Through Energy"). The Buy-Through Energy Charge is calculated in accordance with Section 4.3.2 of the Smelter Retail Agreements.

Market Energy. Big Rivers may, in its sole discretion, supply Market Energy to Kenergy in response to a request from Kenergy for Market Energy, as provided in Section 2.3.2(c) of the Smelter Agreement, on terms and conditions as Big Rivers and Kenergy shall agree. The Market Energy Charge is calculated in accordance with Section 4.3.3 of the Smelter Agreements.

Big Rivers will provide Kenergy with the information from the MISO and other sources necessary for Kenergy to file with the Commission by the twentieth day of each month a schedule identifying the details of each Supplemental Energy transaction with Big Rivers for the prior month that are supplemental to the terms included in the Smelter Agreements for that type of Supplemental Energy transaction, including but not limited to the category of Supplemental Energy transaction, and the duration, price, quantity and supplier in each such transaction. [T]
[T]

DATE OF ISSUE January 15, 2013

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President and Chief Executive Officer

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



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25

Original

SHEET NO.

52

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

24

Original

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34

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider:

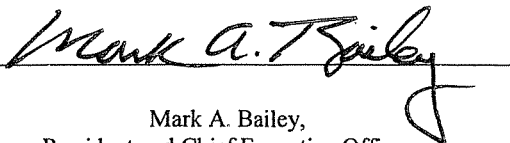
Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to an individual customer ("CS Customer") capable of curtailing at least 1,000 kW of [T] load upon request.

Conditions of Service:


- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

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25

Original

SHEET NO.

53

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

24

Original

SHEET NO.

35

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Conditions of Service (continued):

[T]

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

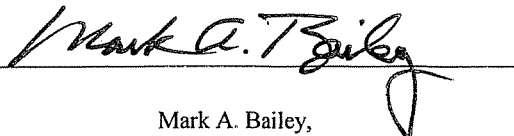
CS Curtailment Profiles:

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

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.


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Your Touchstone Energy Cooperative 
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25

Original

SHEET NO.

54

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

24

Original

SHEET NO.

36

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

CS Curtailment Profiles (continued):

[T]

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

Curtailed Demand and Energy:

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

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

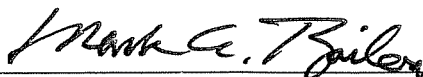
Terms of Curtailment:

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

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


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25

Original

SHEET NO. 55

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

24

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SHEET NO. 37

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Terms of Curtailment (continued):

[T]

- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
 - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

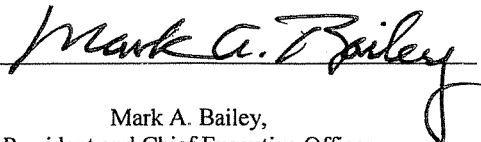
Curtailment Savings Payment:

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

Monthly Savings Payment:


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

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



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25

Original

SHEET NO.

56

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

24

Original

SHEET NO.

38

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Charges for Excess Energy:

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

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

Term:

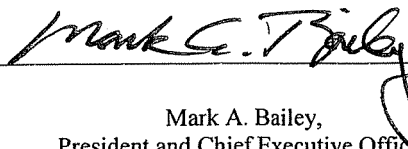
Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions:

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

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



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P.S.C. KY. No. _____

25

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SHEET NO. 57

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 40

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service:

Applicability:

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

Availability:

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

Conditions of Service:

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

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

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President and Chief Executive Officer

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



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
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25

Original

SHEET NO.

58

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

24

Original

SHEET NO.

41

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

Conditions of Service (continued):

[T]

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

Monthly Rate:

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

[T]

[T]

Billing:

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

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25

Original

SHEET NO.

59

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

24

Original

SHEET NO.

44

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment:

Applicability:

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

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. [T] ↓

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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


Rebate Adjustment:

In the event that there is a Rebate to the Smelters during a fiscal year under Section 4.9 of the Smelter Agreements, then Big Rivers, subject to approval from its Board of Directors, may request Commission authorization to provide a cash rebate to its Members pursuant to of KRS 278.455(1). The amount of a Rebate Adjustment, if any, will be the amount approved by the order of the Commission. The Rebate Adjustment will be provided as a lump-sum credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by [T]

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25

Original

SHEET NO. 60

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 45

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment – (continued)

Rebate Adjustment (continued):

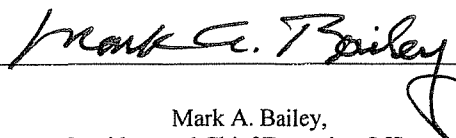
[T]

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

[T]

[T]

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P.S.C. KY. No. 25

Original SHEET NO. 61

CANCELLING P.S.C. KY. No. 24

First Revised SHEET NO. 46

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge:

Applicability:

To all Big Rivers' Members.

Availability:

The Environmental Surcharge ("ES") is mandatory to Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, and to the FAC and the Non-FAC PPA adjustment clauses, including service to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters. [T]

Rate:

The ES shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

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

$$\text{MESF} = \text{CESF} - \text{BESF}$$

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

BESF = Base Environmental Surcharge Factor (presently equal to zero) [T]

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

Definitions:

$$(1) E(m) = [(RB/12)(RORORB)] + OE - BAS$$

Where:

- (a) RB is the Environmental Compliance Rate Base, defined as electric plant in service for applicable environmental projects adjusted for accumulated depreciation, cash working capital, spare parts inventory, and limestone inventory, and emission allowance inventory;

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25

Original

SHEET NO.

62

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

24

First Revised

SHEET NO.

47

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge – (continued)

Definitions (continued):

- (b) RORORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a Times Interest Earned Ratio of 1.24;
- (c) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and
- (d) BAS is the net proceeds from By-Products and Emission Allowance Sales.
- (2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Jurisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the 12-month total revenue from sales to Members to which the ES will be applied ending with the current expense month, divided by the 12-month total revenue from sales to Members and off-system sales for the current expense month.
- (3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause charges or credits less Environmental Surcharge revenues, for Big Rivers for the twelve months ending with the current expense month. [T]
- (4) Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m). [T]
- (5) The current expense month (m) shall be the second month preceding the month in which the ES is billed.

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
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25

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63

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24

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48

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause:

Applicability:

To all Big Rivers' Members.

Availability:

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

Rate:

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

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

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

Definitions:

Please see Section 4 for definitions common to all tariffs.


(1) Fuel cost (F) shall be the most recent actual monthly cost of:

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

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25

Original

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64

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24

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SHEET NO.

49

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

[T]

- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
- (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
- (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.

All fuel costs shall be based on weighted average inventory costing.

[T]

(2) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.

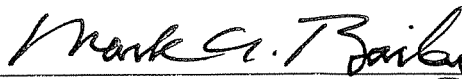
[T]

(3) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of:

[T]

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25

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65

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

24

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50

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

- (i) generation, plus
- (ii) purchases, plus
- (iii) interchange in, less
- (iv) energy associated with pumped storage operations, less
- (v) inter-system sales referred to in subsection (2)(d) above, less
- (vi) total system losses.

[T]

[T]

[T]

Utility-used energy shall not be excluded in the determination of sales (S).

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


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



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66

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24

Original

SHEET NO.

51

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism

[T]

Applicability:

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

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, provided that this MRSM shall terminate on the first day of the month following the month in which the balance in the Rural Economic Reserve Fund (as described in the RER rider) equals zero.

[T]



Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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

Member Rate Stability Mechanism:

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


[T]

[T]

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



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25

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SHEET NO.

67

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

24

Original

SHEET NO.

52

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Member Rate Stability Mechanism (continued):

[T]

impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the Expense Mitigation Adjustment (“EMA”) which is defined below. [T]

The amount of the MRSM credit provided to each Member during a month will each equal [T]

- (i) the total amount of FAC charges billed to the Member during the month, plus
- (ii) the total dollar amount of ES charges billed to the Member during the month, less [T]
- (iii) the total dollar amount of the Unwind Surcredits credited to the Member during the month, less
- (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less
- (v) the total dollar amount of the EMA charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero. [T]

Expense Mitigation Factor (“EMF”) and Expense Mitigation Adjustment (“EMA”):

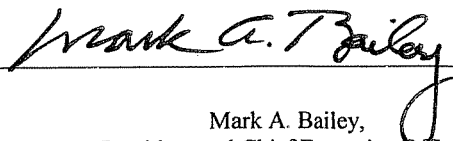
[T]

The EMF shall be the following:

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

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



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25

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SHEET NO.

68

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

24

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SHEET NO.

53

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Expense Mitigation Factor (“EMF”) and Expense Mitigation Adjustment (“EMA”) (continued):

[T]

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

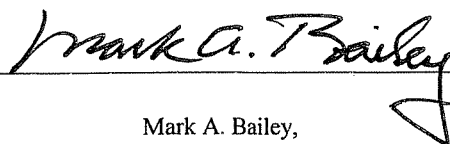
If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

[T]

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


[T]

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25

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69

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24

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SHEET NO.

55

RATES, TERMS AND CONDITIONS – SECTION 2

US -Unwind Surcredit:

Applicability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under the Standard Rate Schedule RDS, Standard Rate schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

[T]
↓

Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

[T]
[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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

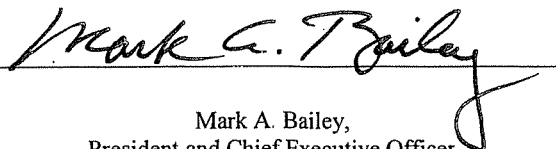
Determination of the Unwind Surcredit:

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

$$\text{US} = \text{Surcredit} + \text{Actual Adjustment} + \text{Balance Adjustment}$$

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President and Chief Executive Officer

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



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SHEET NO. _____ 70

CANCELLING P.S.C. KY. No. _____ 24

Original

SHEET NO. _____ 56

RATES, TERMS AND CONDITIONS – SECTION 2

US-Unwind Surcredit – (continued)

Determination of the Unwind Surcredit (continued):

[T]

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

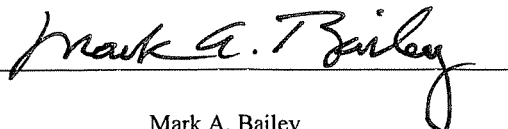
Actual Adjustment is an adjustment which compensates for the difference between (a) the amount returned to Members through the application of the Surcredit factor and (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified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

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

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


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P.S.C. KY. No. _____

25

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SHEET NO.

71

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

24

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SHEET NO.

57

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider:

Applicability:

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

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for electric service provided by Big Rivers to its Members for all Rural Delivery Points served under Standard Rate Schedule RDS. [T]
↓

Definitions:

Please see Section 4 for definitions common to all tariffs.

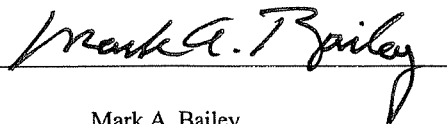
“Rural Customers” are retail customers of Members served under Standard Rate Schedule RDS.

RER Adjustment:

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

The RER Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC and ES on each Rural Member’s bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the EMA defined in the MRSM. The amount of the RER Rider credit provided to each Member system during the month will equal: [T]
[T]

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



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For All Territory Served By
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Original SHEET NO. 72

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 58

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

RER Adjustment (continued):

[T]

- (i) the total amount of FAC charges associated with the RDS billing to the Member during the month, plus
- (ii) the total dollar amount of the ES associated with the RDS billing to the Member during the month, less
- (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, less
- (iv) one-twelfth (1/12) of any rebates associated with the Standard Rate Schedule RDS provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less [T]
- (v) the total dollar amount of the Expense Mitigation Adjustment (“EMA”) associated with the RDS charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly RER Rider adjustment would be zero. [T]

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

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and ES charges applicable to Rural sales less credits under the Unwind Surcredit, less monthly prorated amounts under the Rebate Adjustment, and less the EMA as applicable. [T]

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Original

SHEET NO. 73

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 58

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

Expense Mitigation Adjustment (EMA):

[T]

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


Term of RER Rider:

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

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25

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SHEET NO. 74

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 59

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA

Applicability:

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

Availability:

To all sales under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. [T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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

Description:

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

$$\text{NSNFP Factor} = \text{RA}_1 / \text{kWh}_1 \quad [T]$$

Where

RA_1 is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, 2009 Order of the Commission in Case No. 2007-00455, as of June 30th of the current year and determined as provided below in the "Calculation of Purchased Power Expense" section; and [T]

kWh_1 is the estimated Non-Smelter Applicable Sales ("NSS"), defined below, for the twelve month service period beginning September 1st of the current year through and including August 31st of the following year. [T]

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President and Chief Executive Officer

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



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25

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75

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24

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SHEET NO.

60

RATES, TERMS AND CONDITIONS – SECTION 2

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

Description (continued):

[T]

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

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

Special Conditions:

[T]

(1) First Twelve Months

[T]

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

(2) Second Twelve Months

[T]

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

$$\text{NSNFP Factor} = \text{RA}_2 / \text{kWh}_2$$

[T]

Where

RA_2 is the Non-FAC PPA Regulatory Account balance as of June 30, 2012, and

[T]

kWh_2 is the estimated Non-Smelter Applicable Sales ("NSS") for the twelve (12) months beginning September 1, 2012, through and including August 31, 2013.

[T]

[T]

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
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President and Chief Executive Officer

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



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P.S.C. KY. No. 25

Original SHEET NO. 76

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 61

RATES, TERMS AND CONDITIONS – SECTION 2

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

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

(3) Third Twelve Months and Subsequent Twelve-Month Periods

[T]

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

Calculation of Purchased Power Expense:

[T]

The monthly amount of Purchased Power Expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as outlined below.

[T]

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

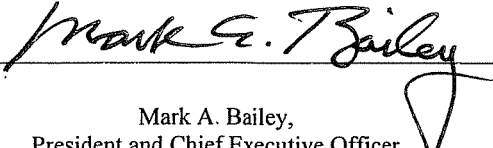
“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

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

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:


Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

77

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

24

Original

SHEET NO.

62

RATES, TERMS AND CONDITIONS – SECTION 2

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

Determination of the PP(x):

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

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

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

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

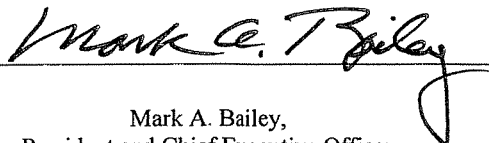
Purchased Power Costs (PP) shall be the sum of:

- (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of Henderson Municipal Power and Light's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565.
- (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and
- (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

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

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P.S.C. KY. No. _____

25

Original

SHEET NO.

78

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

24

Original

SHEET NO.

63

RATES, TERMS AND CONDITIONS – SECTION 2

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


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

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

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P.S.C. KY. No. _____

25

Original

SHEET NO.

79

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

24

Original

SHEET NO.

64

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions

Contract Demand:

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

Metering:

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

Electric Characteristics and Delivery Point(s):

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

Substations:

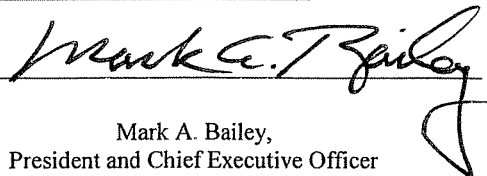
The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

Rate:

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


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



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P.S.C. KY. No. _____ 25

Original SHEET NO. 80

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Original SHEET NO. 65

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Rate (continued):

[T]

the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

Discount Adjustment:

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

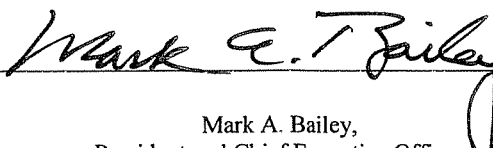
Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

Monitoring Uses:

Seller shall review Member's usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the Member Cooperatives have SCADA systems which provide values of usage and, at times, are used for comparison whenever there appears to be a metering deviation. [T] [T] [T]

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25

Original

SHEET NO. 81

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

24

Original

SHEET NO. 66

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Monitoring Uses: (continued)

[T]

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

Notice of Meter Reading or Test:

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

Power Factor:

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

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

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

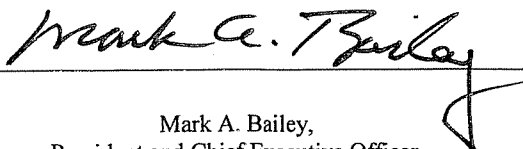
The power factor shall be measured at the time of maximum demand.

Right of Access:

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

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For All Territory Served By
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P.S.C. KY. No. 25

Original

SHEET NO. 82

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 67

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Continuity of Service:

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

Payment of Bills:

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

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25

Original

SHEET NO.

83

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

24

Original

SHEET NO.

68

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program:

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures (“EOPs”) established and communicated by the MISO. Big Rivers relies on the MISO to determine and communicate directives or instructions when a transmission emergency is occurring in the Bulk Power System affecting Big Rivers’ transmission system operated at 100 kV or above. Big Rivers is obligated to follow the MISO EOPs. However, Big Rivers may also be required to implement the following Transmission Emergency Control Program in order to safely deliver power to its Members especially for the Big Rivers transmission system operated at below 100 kV.

[T]

a. Purpose:

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

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers’ SCADA system available to its system supervisors in the energy control center. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

[T]

[T]

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P.S.C. KY. No. 25

Original

SHEET NO. 84

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 69

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of the SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to the Member Cooperatives and any other wholesale customers in a manner consistent with the MISO's OATT curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. When the faulted line section has been isolated, the transmission department is notified of the faulted line section and performs the required line repairs and releases the line to the system supervisor for re-energization. [T]

(3) Widespread Emergency:

If a widespread transmission disturbance or the loss of service to multiple distribution substations exists, the system supervisor will declare an "extreme transmission emergency". [T]

Upon the declaration of an extreme transmission emergency, the Service Restoration Coordinator ("SRC") will be notified and immediately will assume an operating position in the energy control center area.

The system supervisor will proceed to sectionalize the line sections and restore service to as many substations as possible in a similar fashion as described in the Localized Emergency Section. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such way to minimize the interruption of electric service provided to the Member Cooperatives and other transmission customers.

The SRC will establish and maintain contact with the appropriate personnel from each affected Member Cooperative, Big Rivers' transmission department personnel, and the system supervisor. Restoration efforts will continue with the following steps:

DATE OF ISSUE January 15, 2013
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Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

85

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

24

Original

SHEET NO.

70

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

- (a) The SRC coordinates the efforts of the transmission department and Member Cooperatives to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available Member Cooperative work forces. [T]
- (b) If the system damages are so extensive that restoration with local labor only would result in prohibitively long outages, the SRC along with the transmission department and the Member Cooperatives' coordinator(s), will determine what additional equipment and labor is needed. [T]
- (c) The SRC will convey to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator will arrange to meet these needs from neighboring utilities. [T]
- (d) The SRC will establish a sequence of repair. This sequence is determined by working with the affected Member Cooperatives' coordinators who will have prioritized the restoration of their affected substations. The Member Cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (*i.e.*, weather, restoration times for various distribution substations, time of day, personnel available, *etc.*). The Member Cooperatives maintain a list of critical customers. This list will be used to help determine the sequence of restoration. [T]
- (e) The SRC will monitor the progress of the restoration effort and will convey this information to the appropriate individuals for public dissemination. [T]
- (f) Effectiveness and timeliness of the restoration is reviewed after-the-fact by the Big Rivers' Operation Committee for possible procedural improvements. [T]

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Original

SHEET NO. 86

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 71

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program:

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures (“EOPs”) established and communicated by the MISO. Big Rivers relies on the MISO to determine, declare and communicate when a capacity or energy emergency is forecasted, occurring or has ended in the MISO Balancing Authority Area. The MISO provides instructions to Big Rivers to manage capacity and energy emergencies. Big Rivers is obligated to follow the MISO EOPs. However, should Big Rivers’ interconnection to the MISO be severed, by uncontrollable forces, Big Rivers may be required to implement the following Generation Deficiency Emergency Control Program in order to safely deliver power to its Members.

[T]

a. Purpose:

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

b. Procedures:

(1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions, and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.

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
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25

Original

SHEET NO. 87

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 72

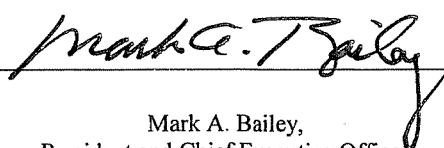
RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)


Generation Deficiency Emergency Control Program: (continued)

- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup or reserve generation (if any) will be initiated only to serve firm load requirements.
- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' consumers to reduce power usage on a voluntary basis, make direct calls to large industrial consumers, and implement procedures of the Seller's Voluntary Price Curtailable Service Rider. [T]
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations. [T]
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member Cooperative and the anticipated length of curtailment. The Member Cooperatives will reduce load in accordance with their curtailment plans. Their curtailment plans will be developed considering the critical customers' loads on their systems. [T]

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P.S.C. KY. No. _____

25

Original

SHEET NO.

88

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

24

Original

SHEET NO.

73

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program:

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers' system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

b. Procedures:

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

(1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:

(a) Advise all Member Cooperatives of the number of day's burn remaining.

(b) Optimize the use of non-coal-fired generation to the extent possible.

(c) For individual plants with coal inventories significantly under Big Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.

(d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

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25

Original

SHEET NO.

89

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

24

Original

SHEET NO.

74

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

- (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
 - (c) Curtail off-system short-term capacity sales.
 - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
 - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
 - (f) Through use of the news media, and working with the Member Cooperatives, directly appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

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



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(Name of Utility)

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P.S.C. KY. No. _____

25

Original

SHEET NO. 90

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 75

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

(3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:

- (a) Advise all Member Cooperatives of the number of days' burn remaining.
- (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (c) Implement curtailment of off-system firm power sales.

(4) To be initiated when fuel supplies are less than 15 days' operation of coal- fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.

- (a) Advise all Member Cooperatives of number of days' burn remaining.

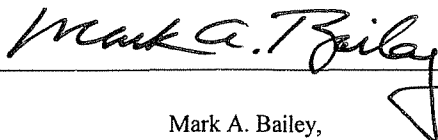
(5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:

- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
- (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the Commission or the FERC.
- (c) Implement rolling native load curtailments.

[T]


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Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 91

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 76

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

(d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection of plant facilities, and employees' security.

(6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:

(a) Advise all Member Cooperatives that this level of fuel supplies has been reached.

(b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.

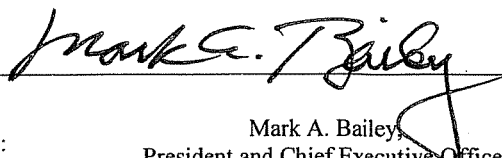
c. Termination of Fuel Emergency:

[T]

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

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013


Mark A. Bailey,
President and Chief Executive Officer

ISSUED BY:
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 92

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 77

RATES, TERMS AND CONDITIONS – SECTION 4

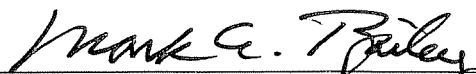
Definitions -

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

1. "Big Rivers" shall mean Big Rivers Electric Corporation.
2. "Commission" shall mean the Kentucky Public Service Commission. [T]
3. "CPT" shall mean the prevailing time in the Central Time Zone of the United States.
4. "DSM" shall mean Demand-Side Management.
5. "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999. [T]
6. "FERC" shall mean the Federal Energy Regulatory Commission. [T]
7. "Kenergy" shall mean Kenergy Corp. [T]
8. "Member" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
9. "Member Cooperative" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
10. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation. [T]
11. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation. [T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 93

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 78

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

12. "MISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any successor entity. [T]
13. "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999. [T]
14. "OATT" shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as revised from time to time. [T]
15. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]
16. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of Energy or any successor agency. [T]
17. "Seller" shall mean Big Rivers Electric Corporation. [T]
18. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or Century Aluminum of Kentucky General Partnership. [T]
19. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter. [T]
20. "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements. [T]
21. "Third-Party Supplier" or "Third-Party Suppliers" shall mean any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

2

3

4

5

6

7

8

Description of Filing Requirement:

9

Proposed tariff changes, identified in compliance with 807 KAR 5:011,

10

shown either by:

11

(a) Providing the present and proposed tariffs in comparative form on the

12

same sheet side by side or on facing sheets side by side; or

13

(b) Providing a copy of the present tariff indicating proposed additions by

14

italicized inserts or underscoring and striking over proposed deletions.

15

Response:

16

Attached hereto are copies of Big Rivers' present and

17

proposed tariffs in comparative form on facing sheets side-

18

by-side.

19

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

Big Rivers Electric Corporation

201 Third Street
Henderson, Kentucky 42420

[T]

Rates, Terms and Conditions for Furnishing

Electric Service

In

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

As Filed with The

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

Issued: December 20, 2011

Effective: September 1, 2011

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

↓

Issued by

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

[T]

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kintley</i>
EFFECTIVE 9/1/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

↓

Big Rivers Electric Corporation

201 Third Street
Henderson, Kentucky 42420

Rates, Terms and Conditions for Furnishing

Electric Service

In

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

As Filed with The

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

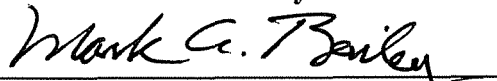
Issued: January 15, 2013

Effective: February 18, 2013

[T]

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

Issued by



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

Big Rivers Electric Corporation

Table of Contents

[T]

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>
General Index		
SECTION 1 – Standard Rate Schedules	1	
RDS Rural Delivery Service	1	09-01-2011
DSM-01 High Efficiency Lighting Replacement Program	2.01	04-17-2012
DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program	2.02	04-17-2012
DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program	2.03	04-17-2012
DSM-04 Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program	2.05	04-17-2012
DSM-05 Residential Weatherization Program	2.07	04-17-2012
DSM-06 Touchstone Energy® New Home Program	2.09	04-17-2012
DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program	2.11	04-17-2012
DSM-08 Commercial / Industrial High Efficiency Lighting Replacement Incentive Program	2.12	04-17-2012
DSM-09 Commercial / Industrial General Energy Efficiency Program	2.14	04-17-2012
DSM-10 Residential Weatherization Program – Primary Heating Source Non-Electric	2.16	05-21-2012
LIC Large Industrial Customer	6	09-01-2011
CATV Cable Television Attachment	9	09-01-2011
QFP Cogeneration/Small Power Production Purchase – Over 100 KW	17	09-01-2011
QFS Cogeneration/Small Power Production Sales – Over 100 KW	20	09-01-2011
LICX Large Industrial Customer Expansion	29	09-01-2011
SET Supplemental Energy Transactions	33.50	09-20-2012

DATE OF ISSUE <u>August 20, 2012</u>		DATE EFFECTIVE <u>September 20, 2012</u>	
ISSUED BY <u>Mark A. Bailey</u>		TARIFF BRANCH <u>0</u>	
Mark A. Bailey, President and Chief Exec Big Rivers Electric Corporation, 201 Third Street,		JEFF R. DEROUEN Secretary	
		EFFECTIVE 9/20/2012	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)			

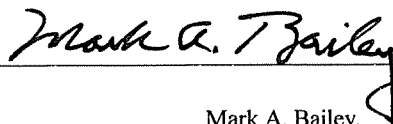
Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
General Index			
SECTION 1 – Standard Rate Schedules	1		
RDS Rural Delivery Service	1	02-18-2013	
DSM-01 High Efficiency Lighting Replacement Program	3	02-18-2013	
DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program	4	02-18-2013	
DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program	5	02-18-2013	
DSM-04 Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program	7	02-18-2013	
DSM-05 Residential Weatherization Program	9	02-18-2013	
DSM-06 Touchstone Energy® New Home Program	11	02-18-2013	
DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program	13	02-18-2013	
DSM-08 Commercial / Industrial High Efficiency Lighting Replacement Incentive Program	15	02-18-2013	
DSM-09 Commercial / Industrial General Energy Efficiency Program	17	02-18-2013	
DSM-10 Residential Weatherization Program – Primary Heating Source Non-Electric	19	02-18-2013	
LIC Large Industrial Customer	22	02-18-2013	
CATV Cable Television Attachment	26	02-18-2013	
QFP Cogeneration/Small Power Production Purchase – Over 100 KW	34	02-18-2013	
QFS Cogeneration/Small Power Production Sales – Over 100 KW	37	02-18-2013	
LICX Large Industrial Customer Expansion	45	02-18-2013	
SET Supplemental Energy Transaction	50	02-18-2013	

[T]
↓

DATE OF ISSUE January 15, 2013
 DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Big Rivers Electric Corporation Table of Contents

[T]

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>
SECTION 2 – Adjustment Clauses and Service Riders	34	
CSR Voluntary Price Curtailable Service Rider	34	09-01-2011
RRES Renewable Resource Energy Service	40	09-01-2011
RA Rebate Adjustment	44	09-01-2011
ES Environmental Surcharge	46	09-01-2011
FAC Fuel Adjustment Clause	48	09-01-2011
MRSMM Member Rate Stability Mechanism	51	09-01-2011
US Unwind Surcredit	55	09-01-2011
RER Rural Economic Reserve Rider	57	09-01-2011
NSNFP Non-Smelter Non-FAC PPA	59	09-01-2011
 SECTION 3 – Special Rules Terms and Conditions	 64	
Contract Demand	64	09-01-2011
Metering	64	09-01-2011
Electric Characteristics and Delivery Point(s)	64	09-01-2011
Substations	64	09-01-2011
Rate	64	09-01-2011
Discount Adjustment	65	09-01-2011
Meter Testing and Billing Adjustment	65	09-01-2011
Monitoring Uses	66	09-01-2011
Notice of Meter Reading or Test	66	09-01-2011
Power Factor	66	09-01-2011
Right-of-Access	67	09-01-2011
Continuity of Service	67	09-01-2011
Payments of Bills	67	09-01-2011
Transmission Emergency Control Program	68	09-01-2011
Generation Deficiency Emergency Control Program	71	09-01-2011
Fuel Emergency Control Program	73	09-01-2011
 SECTION 4 – Definitions	 77	

DATE OF ISSUE August 20, 2012

DATE EFFECTIVE September 20, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
 Big Rivers Electric Corporation, 201 Third Street,

TARIFF BRANCH

Brent Kintley

EFFECTIVE

9/20/2012

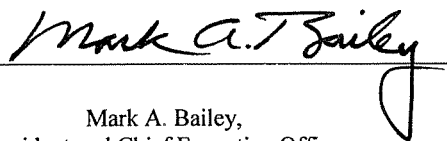
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
SECTION 2 – Adjustment Clauses and Service Riders	52		
CSR Voluntary Price Curtailable Service Rider	52	02-18-2013	
RRES Renewable Resource Energy Service	57	02-18-2013	
RA Rebate Adjustment	59	02-18-2013	
ES Environmental Surcharge	61	02-18-2013	
FAC Fuel Adjustment Clause	63	02-18-2013	
MRSM Member Rate Stability Mechanism	66	02-18-2013	
US Unwind Surcredit	69	02-18-2013	
RER Rural Economic Reserve Rider	71	02-18-2013	
NSNFP Non-Smelter Non-FAC PPA	74	02-18-2013	
SECTION 3 – Special Rules Terms and Conditions	79		
Contract Demand	79	02-18-2013	
Metering	79	02-18-2013	
Electric Characteristics and Delivery Point(s)	79	02-18-2013	
Substations	79	02-18-2013	
Rate	79	02-18-2013	
Discount Adjustment	80	02-18-2013	
Meter Testing and Billing Adjustment	80	02-18-2013	
Monitoring Uses	80	02-18-2013	
Notice of Meter Reading or Test	81	02-18-2013	
Power Factor	81	02-18-2013	
Right-of-Access	81	02-18-2013	
Continuity of Service	82	02-18-2013	
Payments of Bills	82	02-18-2013	
Transmission Emergency Control Program	83	02-18-2013	
Generation Deficiency Emergency Control Program	86	02-18-2013	
Fuel Emergency Control Program	88	02-18-2013	
SECTION 4 – Definitions	92		

DATE OF ISSUE January 15, 2013
 DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original

SHEET NO. 1

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 23

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE - RDS – Rural Delivery Service

[T]

Applicable:

[T]

In all territory served by Big Rivers' transmission system.

Availability:

[T]

Available only for service to Big Rivers' member rural electric cooperatives, at their rural delivery points, which are all delivery points other than dedicated large industrial and smelter delivery points, subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky.



Term:

[T]

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

[T]

Rates:

[T]

For all delivery points for Rural Delivery Service a Monthly Delivery Point Rate consisting of:

A Demand Charge of:

[T]

All kW of billing demand at \$9.5000 per kW.

[R]

Plus,

An Energy Charge of:

[T]

All kWh per month at \$0.029736 per kWh.

[R]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20

Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH September 1, 2011
<i>Brent Kintley</i>



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO. _____

1

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

24

Original

SHEET NO. _____

1

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

Available only for service to Big Rivers' Member Cooperatives, at their rural delivery points, which are all delivery points other than dedicated large industrial and smelter delivery points, subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Commission. [T]

Term:

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

Rates:

For all delivery points for Rural Delivery Service a Monthly Delivery Point Rate consisting of:

A Demand Charge of:

All kW of billing demand at \$16.9500 per kW. [I]

Plus,

An Energy Charge of:

All kWh per month at \$0.030000 per kWh. [I]

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 24

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

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

[T]

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

[T]

Voluntary Price Curtailable Service Rider

[T]

Renewable Resource Energy Service

[T]

Rebate Adjustment

Environmental Surcharge

Fuel Adjustment Clause

Member Rate Stability Mechanism

Unwind Surecredit

Rural Economic Reserve Rider

[T]

Non-Smelter Non-FAC PPA

[T]

Demand Charge

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Brent Kirtley

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 2

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

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

Demand Charge

The demand charge in this Standard Rate Schedule RDS shall apply to each rural delivery point's thirty-minute clock-hour demand measured at the time of Big Rivers' Maximum Adjusted Net Local Load, as defined in this paragraph, determined on a thirty-minute clock-hour basis, during the month. Big Rivers' Maximum Adjusted Net Local Load during the month shall be calculated in the following manner: [T]

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

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 2.01

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS -- SECTION 1

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

DSM-01

High Efficiency Lighting Replacement Program

Purpose

This program promotes an increased use of ENERGY STAR® rated Compact Fluorescent Light ("CFL") lamps among Rural Customers by reimbursing a Member the cost of CFL lamps purchased and distributed by the Member to its eligible Rural Customers.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer in the Member's service area.

Member Incentives

Big Rivers will reimburse a Member the cost of CFL lamps purchased and distributed by the Member to its eligible Rural Customers. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid CFL supplier invoice, and acceptable documentation that those CFLs have been or will be distributed to eligible Rural Customers of the Member.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012


4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 3

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.01

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-01

High Efficiency Lighting Replacement Program

Purpose

This program promotes an increased use of ENERGY STAR® rated Compact Fluorescent Light ("CFL") lamps among Rural Customers by reimbursing a Member the cost of CFL lamps purchased and distributed by the Member to its eligible Rural Customers.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

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Member Incentives

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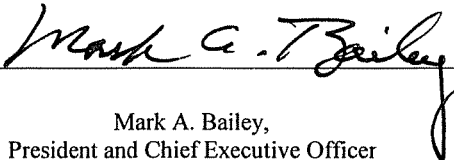
Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid CFL supplier invoice, and acceptable documentation that those CFLs have been or will be distributed to eligible Rural Customers of the Member.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: 
Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.02

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-02

ENERGY STAR® Clothes Washer Replacement Incentive Program

Purpose

This program promotes an increased use of ENERGY STAR® rated clothes washing machines ("Qualifying Clothes Washer") among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who purchases and installs a Qualifying Clothes Washer.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who purchases and installs a Qualifying Clothes Washer in the Member's service area.

Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$100 for each Qualifying Clothes Washer purchased and installed by an eligible Rural Customer in the Member's service area. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Clothes Washer on the premises of an eligible Rural Customer of the Member in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 40420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kirtley

4/17/2012



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 4

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.02

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-02

ENERGY STAR® Clothes Washer Replacement Incentive Program

Purpose

This program promotes an increased use of ENERGY STAR® rated clothes washing machines (“Qualifying Clothes Washer”) among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who purchases and installs a Qualifying Clothes Washer.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who purchases and installs a Qualifying Clothes Washer in the Member's service area.

Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$100 for each Qualifying Clothes Washer purchased and installed by an eligible Rural Customer in the Member's service area. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Clothes Washer on the premises of an eligible Rural Customer of the Member in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 2.03

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-03

ENERGY STAR® Refrigerator Replacement Incentive Program

Purpose

This program promotes an increased use of ENERGY STAR® rated refrigerators ("Qualifying Refrigerator") among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who purchases and installs a Qualifying Refrigerator and removes from operation and recycles an existing older, low-efficiency refrigerator.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who purchases and installs a Qualifying Refrigerator and removes from operation and recycles an existing refrigerator.

Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$100 for each Qualifying Refrigerator that is purchased and installed by an eligible Rural Customer in the Member's service area, in conjunction with removing from operation and recycling an existing refrigerator. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Refrigerator on the premises of an eligible Rural Customer of the Member in the Member's service area, and acceptable documentation that an older refrigerator has been removed from operation and recycled.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kirtley



Your Touchstone Energy® Cooperative 
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 5

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.03

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-03

ENERGY STAR® Refrigerator Replacement Incentive Program

Purpose

This program promotes an increased use of ENERGY STAR® rated refrigerators (“Qualifying Refrigerator”) among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who purchases and installs a Qualifying Refrigerator and removes from operation and recycles an existing older, low-efficiency refrigerator.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who purchases and installs a Qualifying Refrigerator and removes from operation and recycles an existing refrigerator.

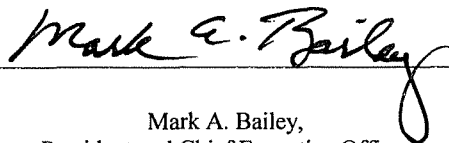
Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$100 for each Qualifying Refrigerator that is purchased and installed by an eligible Rural Customer in the Member's service area, in conjunction with removing from operation and recycling an existing refrigerator. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a paid invoice from a legitimate retail appliance supplier for purchase and installation of a Qualifying Refrigerator on the premises of an eligible Rural Customer of the Member in the Member's service area, and acceptable documentation that an older refrigerator has been removed from operation and recycled.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.04

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-03 (continued)

ENERGY STAR® Refrigerator Replacement Incentive Program

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 40420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kintley

4/17/2012



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 6

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.04

RATES, TERMS AND CONDITIONS – SECTION 1

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

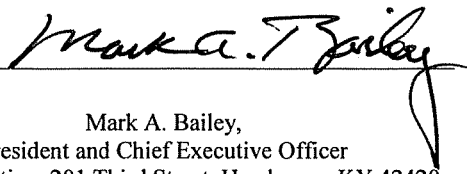
DSM-03 (continued)

ENERGY STAR® Refrigerator Replacement Incentive Program

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

A handwritten signature in black ink that reads "Mark A. Bailey". The signature is written in a cursive style with a long, sweeping tail on the letter "y".

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.05

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-04

Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

Purpose

This program promotes an increased use of high efficiency HVAC systems among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer who purchases and installs an HVAC system beyond contractor grade minimums to one of three types of ENERGY STAR® rated HVAC systems ("Qualified System").

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who upgrades an HVAC system located in the Member's service area to one of three types of Qualified Systems.

Member Incentives

Big Rivers will reimburse a Member an incentive payment based on the following table for purchase and installation by one of its Rural Customers of a Qualified System HVAC upgrade located in the Member's service area. The incentive paid for each Qualified System of one of the following types shall be:

Geothermal	\$ 750
Dual Fuel	\$ 500
Air Source	\$ 200

Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

APPROVED BY

Brent Kintley

APPROVED BY



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 7

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.05

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-04

Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

Purpose

This program promotes an increased use of high-efficiency HVAC systems among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer who purchases and installs an HVAC system beyond contractor grade minimums to one of three types of ENERGY STAR® rated HVAC systems ("Qualified System"). [T]

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who upgrades an HVAC system located in the Member's service area to one of three types of Qualified Systems.

Member Incentives

Big Rivers will reimburse a Member an incentive payment, based on the following table, for purchase and installation by a Member's Rural Customer of a Qualified System HVAC upgrade located in the Member's service territory. The incentive paid for each Qualified System of one of the following types shall be: [T]

Geothermal	\$ 750
Dual Fuel	\$ 500
Air Source	\$ 200

Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 2.06

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-04 (continued)

Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt of purchase and installation of a Qualified System from a licensed contractor, along with a certificate from the Member verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

Mark A. Bailey

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kintley

4/17/2012



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 8

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.06

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-04 (continued)

Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt of purchase and installation of a Qualified System from a licensed contractor, along with a certificate from the Member verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.07

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-05

Residential Weatherization Program

Purpose

This program promotes increased implementation of weatherization improvements among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who undertakes and completes residential weatherization improvements in accordance with this program.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who undertakes and completes weatherization improvements in accordance with this program at the Rural Customer's all-electric home located in the Member's service area.

Member Incentives

Big Rivers will provide 50% of the cost of residential weatherization improvements performed in accordance with this program. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
2. The Member will promote the program, and select Rural Customer names to submit to Contractor.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 40420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

ANCH

Brent Hirtley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 9

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.07

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-05

Residential Weatherization Program

Purpose

This program promotes increased implementation of weatherization improvements among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, who undertakes and completes residential weatherization improvements in accordance with this program.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who undertakes and completes weatherization improvements in accordance with this program at the Rural Customer's all-electric home located in the Member's service area.

Member Incentives

Big Rivers will provide 50% of the cost of residential weatherization improvements performed in accordance with this program. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.08

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-05 (continued)

Residential Weatherization Program

Terms & Conditions (continued)

3. Contractor will contact the Rural Customers from the names provided, and manage the weatherization process.
4. Big Rivers will pay the Contractor \$150 for the initial audit.
5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, as part of the initial audit. Reimbursement will be limited to the following:

CFL Bulbs	Twenty (20) per Rural Customer's residence
Low-Flow Aerator	Two (2) per Rural Customer's residence
Low-Flow Shower Head	One (1) per Rural Customer's residence

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 40420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY
PUBLIC SERVICE COMMISSION**

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

APPROVED BY _____

Brent Kirtley
SPECIAL AGENT IN CHARGE



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 10

CANCELLING P.S.C. KY. No.

24

Original

SHEET NO. 2.08

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-05 (continued)

Residential Weatherization Program

Terms & Conditions

1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
2. The Member will promote the program, and select Rural Customer names to submit to Contractor.
3. Contractor will contact the Rural Customer from the names provided, and manage the weatherization process.
4. Big Rivers will pay the Contractor \$150 for the initial audit.
5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, as part of the initial audit. Reimbursement will be limited to the following:

CFL Bulbs

Twenty (20) per Rural Customer's residence

Low-Flow Aerator

Two (2) per Rural Customer's residence

Low-Flow Shower Head

One (1) per Rural Customer's residence

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,

President and Chief Executive Officer

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

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

Original SHEET NO. 2.09

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06

Touchstone Energy® New Home Program

Purpose

This program promotes an increased use of energy efficient building standards as outlined in the Touchstone Energy® certification program, including installation of high efficiency ENERGY STAR® rated HVAC systems, among Rural Customers and home builders by paying a Member an incentive for the benefit of an eligible Rural Customer whose new home includes an HVAC system beyond contractor grade minimums that is one of four specified types of ENERGY STAR® rated HVAC systems ("Qualified System").

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer whose new Touchstone Energy® Certified residence includes a Qualified System.

Member Incentives

Big Rivers will reimburse a Member an incentive payment based on the following table for purchase by one of its Rural Customers of a new Touchstone Energy® Certified residence that includes a Qualified System. The incentive paid for each residence for a Qualified System of one of the following types shall be:

Geothermal Heat Pump (ground coupled heat pump)	\$ 2,000
Air Source Heat Pump	\$ 1,000
Dual Fuel Heat Pump (ASHP w/Gas Backup)	\$ 1,200
Gas Heat	\$ 750

Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

APPROVED BY _____

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 11

CANCELLING P.S.C. KY. No.

24

Original

SHEET NO. 2.09

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06

Touchstone Energy® New Home Program

Purpose

This program promotes an increased use of energy efficient building standards as outlined in the Touchstone Energy® certification program, including installation of high efficiency ENERGY STAR® rated HVAC systems, among Rural Customers and home builders by paying a Member an incentive for the benefit of an eligible Rural Customer whose new home includes an HVAC system beyond contractor grade minimums that is one of three specified types of ENERGY STAR® rated HVAC systems ("Qualified System").

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer whose new Touchstone Energy® Certified residence includes a Qualified System.

Member Incentives

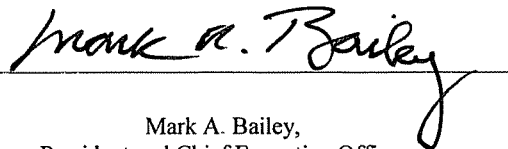
Big Rivers will reimburse a Member an incentive payment, based on the following table, for purchase by a Member's Rural Customer of a new Touchstone Energy® Certified residence that includes a Qualified System. The incentive paid for each residence for a Qualified System of one of the following types shall be: [T]

Geothermal Heat Pump (ground coupled heat pump)	\$ 2,000
Air Source Heat Pump	\$ 1,000
Dual Fuel Heat Pump (ASHP w/Gas Backup)	\$ 1,200
Gas Heat	\$ 750

Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 2.10

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06 (continued)

Touchstone Energy® New Home Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of the original Touchstone Energy® Certified residence certification document and supporting documents, and a copy of the receipt or certification from a licensed HVAC contractor verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service area.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


**KENTUCKY
PUBLIC SERVICE COMMISSION**

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kintley



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 12

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 2.10

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06 (continued)

Touchstone Energy® New Home Program

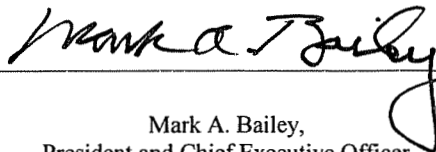
Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of the original Touchstone Energy® Certified residence certification document and supporting documents, and a copy of the receipt or certification from a licensed HVAC contractor verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service territory.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.11

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-07

Residential and Commercial HVAC & Refrigeration Tune-Up Program

Purpose

This program promotes annual maintenance of heating and air conditioning equipment among eligible Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, for professional cleaning and servicing of the Rural Customer's heating and cooling system.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer whose heating and cooling system is professionally cleaned and serviced in accordance with this program.

Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$25 incentive for each residential unit and \$50 for each commercial unit of an eligible Rural Customer in the Member's service area that is professionally cleaned and serviced. The incentive is available for up to three residential units per location, and up to five commercial units per location. The incentive is available once per unit per year. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt from a licensed contractor verifying that the heating and cooling system on the premises of an eligible Rural Customer in the Member's service area has been professionally cleaned and serviced.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kirtley

Brent Kirtley, Secretary



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 13

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 2.11

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-07

Residential and Commercial HVAC & Refrigeration Tune-Up Program

Purpose

This program promotes annual maintenance of heating and air conditioning equipment among eligible Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer, for professional cleaning and servicing of the Rural Customer's heating and cooling system.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

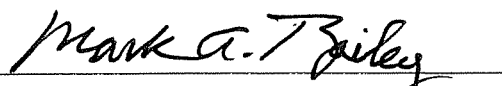
Eligibility

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Member Incentives

Big Rivers will reimburse a Member an incentive payment of \$25 incentive for each residential unit and \$50 for each commercial unit of an eligible Rural Customer in the Member's service territory that is professionally cleaned and serviced. The incentive is available for up to three residential units per location, and up to five commercial units per location. The incentive is available once per unit per year. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 14

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.11

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-07 (continued)

Residential and Commercial HVAC & Refrigeration Tune-Up Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt from a licensed contractor verifying that the heating and cooling system on the premises of an eligible Rural Customer in the Member's service area has been professionally cleaned and serviced.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.12

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Purpose

This program promotes the upgrading of low efficiency commercial or industrial lighting systems by Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer who measurably improves the energy efficiency of a commercial or industrial lighting system.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who measurably improves the energy efficiency of a commercial or industrial lighting system in a facility located in the Member's service area in accordance with this program.

Member Incentives

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of \$350 per kW of measurable improvement in energy efficiency of a commercial or industrial lighting system at the facility of a Member's eligible Rural Customer achieved by improvements to an existing commercial or industrial lighting system. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION


JEFF R. DEROUEN
EXECUTIVE DIRECTOR

APPROVED AND SIGNED

Brent Kinley

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



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 15

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.12

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Purpose

This program promotes the upgrading of low-efficiency commercial or industrial lighting systems by Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer who measurably improves the energy efficiency of a commercial or industrial lighting system. [T]

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

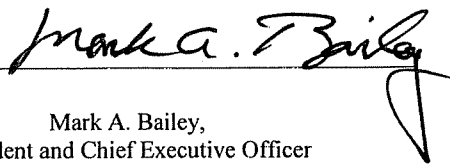
An eligible Rural Customer is a Member's Rural Customer who measurably improves the energy efficiency of a commercial or industrial lighting system in a facility located in the Member's service area in accordance with this program.

Member Incentives

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of \$350 per kW of measurable improvement in energy efficiency of a commercial or industrial lighting system at the facility of a Member's eligible Rural Customer achieved by improvements to an existing commercial or industrial lighting system. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.13

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08 (continued)

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers, in the form and detail specified by Big Rivers:

1. Information from which the energy efficiency of the existing commercial or industrial lighting system can be calculated;
2. Information from which the energy efficiency of the improved commercial or industrial lighting system can be calculated, and the improvement in the energy efficiency of the light system determined;
3. Information that documents the purchase and installation of the improvements to the commercial or industrial lighting system, including a copy of the invoice for materials and installation services associated with the project;
4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the lighting system improvements at a Rural Customer's facility in the Member's service area; and
5. A copy of the form showing the calculation of the energy efficiency improvements from the lighting system improvements, signed by the Rural Customer.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

April 17, 2012

Brent Kirtley

4/17/2012



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 16

CANCELLING P.S.C. KY. No.

24

Original

SHEET NO. 2.13

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08 (continued)

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers, in the form and detail specified by Big Rivers:

1. Information from which the energy efficiency of the existing commercial or industrial lighting system can be calculated;
2. Information from which the energy efficiency of the improved commercial or industrial lighting system can be calculated, and the improvement in the energy efficiency of the light system determined;
3. Information that documents the purchase and installation of the improvements to the commercial or industrial lighting system, including a copy of the invoice for materials and installation services associated with the project;
4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the lighting system improvements at a Rural Customer's facility in the Member's service area; and
5. A copy of the form showing the calculation of the energy efficiency improvements from the lighting system improvements, signed by the Rural Customer.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 2.14

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-09

Commercial / Industrial General Energy Efficiency Program

Purpose

This program promotes the implementation of energy efficiency projects among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer of the Member who implements an energy efficiency projects at its commercial or industrial facilities.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who implements an energy efficiency project at its commercial or industrial facilities in Member's service area in accordance with the terms and conditions of this program.

Member Incentives

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of \$350 per kW of measurable improvement in demand reduction achieved by an energy efficiency project implemented by a Member's eligible Rural Customer at the Rural Customer's facility located in the Member's service area. The maximum incentive available per project is \$25,000. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 17

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.14

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09

Commercial / Industrial General Energy Efficiency Program

Purpose

This program promotes the implementation of energy efficiency projects among Rural Customers by paying a Member an incentive for the benefit of an eligible Rural Customer of the Member who implements an energy efficiency projects at its commercial or industrial facilities.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who implements an energy efficiency project at its commercial or industrial facilities in Member's service area in accordance with the terms and conditions of this program.

Member Incentives

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of \$350 per kW of measurable improvement in demand reduction achieved by an energy efficiency project implemented by a Member's eligible Rural Customer at the Rural Customer's facility located in the Member's service area. The maximum incentive available per project is \$25,000. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.15

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09 (continued)

Commercial / Industrial General Energy Efficiency Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers, in the form and detail specified by Big Rivers:

1. Information from which the energy efficiency of the existing commercial or industrial facility can be calculated;
2. Information from which the energy efficiency of the commercial or industrial facility can be calculated after the completion of the energy efficiency project, and the improvement in the energy efficiency of the commercial or industrial facility can be determined;
3. Information that documents the plans and specifications of the energy efficiency project, the purchase, construction or installation of the improvements of the energy efficiency project at the commercial or industrial facility, including a copy of the invoice(s) for materials and installation services associated with the project;
4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the improvements specified in the energy efficiency project at the Rural Customer's facility in the Member's service area; and
5. A copy of the form showing the calculation of the demand reduction achieved by the energy efficiency project improvements, signed by the Rural Customer.

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE April 17, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 40420

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.

4/17/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

Jeff R. Derouen



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 18

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

24

Original

SHEET NO. 2.15

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09 (continued)

Commercial / Industrial General Energy Efficiency Program

Terms & Conditions

To qualify for the incentive under this program, a Member must submit to Big Rivers, in the form and detail specified by Big Rivers:

1. Information from which the energy efficiency of the existing commercial or industrial facility can be calculated;
2. Information from which the energy efficiency of the commercial or industrial facility can be calculated after the completion of the energy efficiency project, and the improvement in the energy efficiency of the commercial or industrial facility can be determined;
3. Information that documents the plans and specifications of the energy efficiency project, the purchase, construction or installation of the improvements of the energy efficiency project at the commercial or industrial facility, including a copy of the invoice(s) for materials and installation services associated with the project;
4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the improvements specified in the energy efficiency project at the Rural Customer's facility in the Member's service area; and
5. A copy of the form showing the calculation of the demand reduction achieved by the energy efficiency project improvements, signed by the Rural Customer.

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DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.16

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-10

Residential Weatherization Program-Primary Heating Source Non-Electric

Purpose

This program promotes increased implementation of weatherization improvements among Rural Customers whose primary heating source is non-electric by paying a Member an incentive for the benefit of an eligible Rural Customer, who undertakes and completes residential weatherization improvements in accordance with this program.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

Eligibility

An eligible Rural Customer is a Member's Rural Customer who undertakes and completes weatherization improvements in accordance with this program at the Rural Customer's home located in the Member's service area, if the Rural Customer's home has a primary heat source that is non-electric and electric-sourced air conditioning.

Member Incentives

Big Rivers will provide 25% of the cost of residential weatherization improvements performed in accordance with this program. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

Terms & Conditions

1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
2. The Member will promote the program, and select Rural Customer names to submit to Contractor.
3. Contractor will contact the Rural Customers from the names provided, and manage the weatherization process.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE May 21, 2012

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

5/21/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 19

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.16

RATES, TERMS AND CONDITIONS – SECTION I

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

DSM-10

Residential Weatherization Program-Primary Heating Source Non-Electric

Purpose

This program promotes increased implementation of weatherization improvements among Rural Customers whose primary heating source is non-electric by paying a Member an incentive for the benefit of an eligible Rural Customer, who undertakes and completes residential weatherization improvements in accordance with this program.

Availability

A DSM program's rates, terms and conditions are available to a Member for its Rural Customers, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and the Member's corresponding tariff.

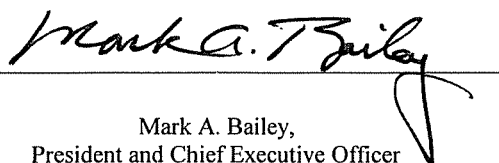
Eligibility

An eligible Rural Customer is a Member's Rural Customer who undertakes and completes weatherization improvements in accordance with this program at the Rural Customer's home located in the Member's service area, if the Rural Customer's home has a primary heat source that is non-electric and electric-sourced air conditioning.

Member Incentives

Big Rivers will provide 25% of the cost of residential weatherization improvements performed in accordance with this program. Big Rivers will also reimburse a Member's reasonable costs of promoting this program, if the promotional program and its costs are pre-approved by Big Rivers.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.17

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS - SECTION 1

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

DSM-10 (continued)

Residential Weatherization Program-Primary Heating Source Non-Electric

4. Big Rivers will pay the Contractor \$150 for the initial audit.
5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, if the water heater is electric, as part of the initial audit.
Reimbursement will be limited to the following:

CFL Bulbs	Twenty (20) per Rural Customer's residence
Low-Flow Aerator	Two (2) per Rural Customer's residence
Low-Flow Shower Head	One (1) per Rural Customer's residence

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE August 29, 2012

DATE EFFECTIVE May 21, 2012

ISSUED BY

Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

5/21/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 20

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 2.17

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-10 (continued)

Residential Weatherization Program-Primary Heating Source Non-Electric

Terms & Conditions

1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
2. The Member will promote the program, and select Rural Customer names to submit to Contractor.
3. Contractor will contact the Rural Customers from the names provided, and manage the weatherization process.
4. Big Rivers will pay the Contractor \$150 for the initial audit.
5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, if the water heater is electric, as part of the initial audit. Reimbursement will be limited to the following:

CFL Bulbs	Twenty (20) per Rural Customer's residence
Low-Flow Aerator	Two (2) per Rural Customer's residence
Low-Flow Shower Head	One (1) per Rural Customer's residence

Evaluation, Measurement and Verification

Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

First Revised SHEET NO. 3

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 3

RATES, TERMS AND CONDITIONS – SECTION 1

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

BIG RIVERS ELECTRIC CORP.		INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024			
TO:	Member's Name	ACCOUNT		BILLED PEAK		mm/dd	Time
SERVICE FROM:	mm/dd/yyyy	THRU	mm/dd/yyyy				
SUBSTATION	BILLED KW	KWH	L.F. COIN	PREVIOUS READING	PRESENT READING	DIFF.	KW / KWH MULT.
Name	0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1000
Name	0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1000
TOTAL	0,000	0,000,000					
ACTUAL DEMAND			KW TIMES	\$0.00	EQUALS		\$00.00
ADJUSTMENT			KW TIMES	\$0.00	EQUALS		\$00.00
ENERGY			KWh TIMES	\$0.00	EQUALS		\$00.00
FUEL ADJUSTMENT CLAUSE			KWh TIMES	\$0.00	EQUALS		\$00.00
NSNFP			KWh TIMES	\$0.00	EQUALS		\$00.00
ENVIRONMENTAL SURCHARGE		\$00.00	TIMES	0.00%	EQUALS		\$00.00
POWER FACTOR PENALTY			KW TIMES	\$0.00	EQUALS		\$00.00
UNWIND SURCREDIT			KWh TIMES	\$0.00	EQUALS		\$00.00
MEMBER RATE STABILITY MECHANISM			AMOUNT				\$00.00
REBATE ADJUSTMENT			AMOUNT				\$00.00
RURAL ECONOMIC RESERVE			AMOUNT				\$00.00
CSR			AMOUNT				\$00.00
RRES			KWh TIMES	\$0.00	EQUALS		\$00.00
ADJUSTMENT			KWh TIMES	\$0.00	EQUALS		\$00.00
				TOTAL AMOUNT DUE			\$00.00

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

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

DATE OF ISSUE October 4, 2012

DATE EFFECTIVE October 1, 2012

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00063 dated October 4, 2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

10/1/2012

10/1/2012



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

21

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

24

First Revised

SHEET NO.

3

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – RDS – Rural Delivery Service Billing Form

BIG RIVERS ELECTRIC CORP.				INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024	
TO: SERVICE FROM:	Member's Name mm/dd/yyyy	THRU mm/dd/yyyy	ACCOUNT		BILLED PEAK	mm/dd	Time
SUBSTATION	BILLED KW	KWH	L.F. COIN	PREVIOUS READING	PRESENT READING	DIFF.	KW / KWH MULT
Name	0,000	0,000,000	00 00	000000 000	000000 000	00000 000	1000
Name	0,000	0,000,000	00 00	000000 000	000000 000	00000 000	1000
TOTAL	0,000	0,000,000					
ACTUAL DEMAND				kW TIMES	\$0.00	EQUALS	\$00 00
ADJUSTMENT				kW TIMES	\$0.00	EQUALS	\$00 00
ENERGY				kWh TIMES	\$0.00	EQUALS	\$00 00
FUEL ADJUSTMENT CLAUSE				kWh TIMES	\$0.00	EQUALS	\$00 00
NSNFP				kWh TIMES	\$0.00	EQUALS	\$00 00
ENVIRONMENTAL SURCHARGE		\$00 00		TIMES	0.00%	EQUALS	\$00 00
POWER FACTOR PENALTY				kW TIMES	\$0.00	EQUALS	\$00 00
UNWIND SURCREDIT				kWh TIMES	\$0.00	EQUALS	\$00 00
MEMBER RATE STABILITY MECHANISM				AMOUNT			\$00 00
REBATE ADJUSTMENT				AMOUNT			\$00 00
RURAL ECONOMIC RESERVE				AMOUNT			\$00 00
CSR				AMOUNT			\$00 00
RRES				kWh TIMES	\$0.00	EQUALS	\$00 00
ADJUSTMENT				kWh TIMES	\$0.00	EQUALS	\$00 00
TOTAL AMOUNT DUE							\$00.00

LOAD FACTOR	POWER FACTOR	
COIN	AVERAGE	@ PEAK
00 00%	00 00%	00 00%
BILLED	BASE	MILLS PER KWH
00 00%	00 00%	00 00

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

Mark A. Bailey

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original

SHEET NO. 4

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 26

RATES, TERMS AND CONDITIONS - SECTION I

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

[T]

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[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 19, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kintley

EXECUTIVE

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 4

removed from

PSC KY No. 25

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

Original SHEET NO. 5

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 27

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

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[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kintley

EXECUTIVE

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 5

removed from

PSC KY No. 25

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

Original SHEET NO. 6

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LIC – Large Industrial Customer

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

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

Term:

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

Rates:

Rates Separate for Each Large Industrial Customer:

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

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

A Demand Charge of:

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

Plus,

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kirtley

EXECUTIVE

Third Street, Henderson, KY 42420

2011-06036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 22

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 6

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

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

Term:

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

Rates:

Rates Separate for Each Large Industrial Customer:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 7

Big Rivers Electric Corporation
(Name of Utility)

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

First Revised SHEET NO. 29

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

An Energy Charge of:

[T]

All kWh per month at \$0.024505 per kWh.

[R]

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

[T]

Charges:

[T]

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

[T]

[T]

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

[T]

Voluntary Price Curtailable Service Rider

Renewable Resource Energy Service

Rebate Adjustment

Environmental Surcharge

Fuel Adjustment Clause

Member Rate Stability Mechanism

Unwind Surcredit

Non-Smelter Non-FAC PPA

[T]

Billing:

[T]

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kirtley

EXECUTIVE



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 23

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

24

Original

SHEET NO. 7

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

A Demand Charge of:

All kW of billing demand at \$12.4100 per kW.

[I]

Plus,

An Energy Charge of:

All kWh per month at \$0.030000 per kWh.

[I]

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

Charges:

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

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

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO.

24

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

24

Original

SHEET NO.

7

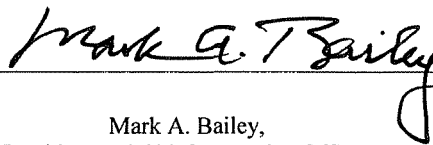
RATES, TERMS AND CONDITIONS – SECTION 1

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

Billing:

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

A handwritten signature in black ink that reads "Mark A. Bailey".

ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

First Revised _____ SHEET NO. _____ 8

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____ 24

Original _____ SHEET NO. _____ 8

RATES, TERMS AND CONDITIONS – SECTION 1

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

BIG RIVERS ELECTRIC CORP.		INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024		
TO:	Member's Name	ACCOUNT				
SUBSTATION	Substation Name	SERVICE FROM		mm/dd/yy	THRU	mm/dd/yy
USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	Mm/dd		1000	00,000
	POWER FACTOR	BASE	PEAK	AVERAGE	BILLED	
		00.00%	00.00%	00.00%	PEAK	
ENERGY		PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
		00000,000	00000,000	0000,000	1000	00,000,000
ACTUAL DEMAND	0,000	KW TIMES	\$00.0000000		EQUALS	\$ 00,000.00
ADJUSTMENT	0,000	KW TIMES	\$00.0000000		EQUALS	\$ 00,000.00
				SUB-TOTAL		\$ 00,000.00
ENERGY	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
FUEL ADJUSTMENT CLAUSE	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
NSNFP	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
				SUB-TOTAL		\$ 00,000.00
ENVIRONMENTAL SURCHARGE	\$0,000.00	TIMES	00%		EQUALS	\$ 00,000.00
POWER FACTOR PENALTY	0,000	KW TIMES	\$00.0000000		EQUALS	\$ 00,000.00
UNWIND SURCREDIT	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00-
MEMBER RATE STABILITY MECHANISM	0,000,000	AMOUNT				0,000.00-
CSR	0,000,000	AMOUNT				\$ 00,000.00
RRES	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
REBATE ADJUSTMENT	0,000,000	AMOUNT				\$ 00,000.00
ADJUSTMENT	0,000,000	KWh TIMES	\$0.0000000		EQUALS	\$ 00,000.00
				SUB-TOTAL		\$ 00,000.00
				TOTAL AMOUNT DUE		\$ 00,000.00

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

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

DATE OF ISSUE October 4, 2012

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00063 dated October 11, 2012

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brant Hindley

EFFECTIVE

10/11/2012



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 25

CANCELLING P.S.C. KY. No. 24

First Revised

SHEET NO. 8

RATES, TERMS AND CONDITIONS – SECTION 1

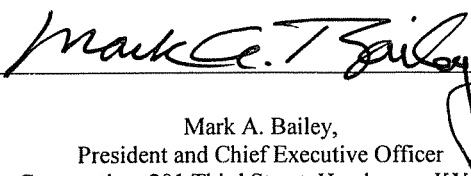
STANDARD RATE – LIC – Large Industrial Customer Billing Form

BIG RIVERS ELECTRIC CORP.		INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024	
TO:	Member's Name	ACCOUNT			
SUBSTATION	Substation Name	SERVICE FROM		mm/dd/yy	THRU mm/dd/yy
USAGE	DEMAND	TIME	DAY	METER	MULT
		00:00 A (or P)	Mm/dd		1000
	POWER FACTOR	BASE	PEAK	AVERAGE	BILLED
		00 00%	00 00%	00 00%	PEAK
ENERGY		PREVIOUS	PRESENT	DIFFERENCE	MULT.
		00000 000	00000 000	0000 000	1000
ACTUAL DEMAND		0,000	KW TIMES	\$00 0000000	EQUALS \$
ADJUSTMENT		0,000	KW TIMES	\$00 0000000	EQUALS \$
				SUB-TOTAL	\$
ENERGY		0,000,000	kWh TIMES	\$0 0000000	EQUALS \$
FUEL ADJUSTMENT CLAUSE		0,000,000	kWh TIMES	\$0 0000000	EQUALS \$
NSNFP		0,000,000	kWh TIMES	\$0 0000000	EQUALS \$
				SUB-TOTAL	\$
ENVIRONMENTAL SURCHARGE		\$0,000.00	TIMES	00%	EQUALS \$
POWER FACTOR PENALTY		0,000	KW TIMES	\$00 0000000	EQUALS \$
UNWIND SURCREDIT		0,000,000	kWh TIMES	\$0 0000000	EQUALS \$
MEMBER RATE STABILITY MECHANISM		0,000,000	AMOUNT		0,000 00-
CSR		0,000,000	AMOUNT		\$ 00,000 00
RRES		0,000,000	kWh TIMES	\$0 0000000	EQUALS \$
REBATE ADJUSTMENT		0,000,000	AMOUNT		\$ 00,000 00
ADJUSTMENT		0,000,000	kWh TIMES	\$0 0000000	EQUALS \$
				SUB-TOTAL	\$
				TOTAL AMOUNT DUE	\$

LOAD FACTOR		POWER FACTOR			MILLS PER KWH
ACTUAL	BILLED	BASE	AVERAGE	@ PEAK	
00 00%	00 00%	00 00%	00 00%	00 00%	00 00

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013


ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 9

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 32

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment

[T]

Applicable:

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

[T]

Availability:

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

[T]

Rental Charge:

The yearly rental charges shall be as follows:

[T]

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

Billing:

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

[T]

Specifications:

The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

[T]

The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

SEP 20 2011



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 26

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 9

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment

Applicable:

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

Availability:

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

Rental Charge:

The yearly rental charges shall be as follows:

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

Billing:

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

Specifications:

The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 10

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 34

RATES, TERMS AND CONDITIONS - SECTION I

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

BIG RIVERS ELECTRIC CORP

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

HENDERSON, KY 42419-0024

CABLE TELEVISION

INVOICE NO

DESCRIPTION

Date:

RE: CABLE TELEVISION ATTACHEMENT AGREEMENT

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

Applicable Tariff:

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

Terms: Net Fifteen (15) Days

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE September 1, 2011

TARIFF BRANCH
September 1, 2011

ISSUED BY


Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 27

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 10

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment Billing Form

BIG RIVERS ELECTRIC CORP

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

HENDERSON, KY 42419-0024

CABLE TELEVISION

INVOICE NO

DESCRIPTION

Date:

RE; CABLE TELEVISION ATTACHEMENT AGREEMENT

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

Applicable Tariff:

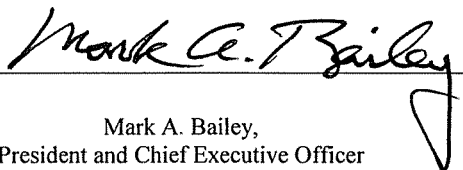
	Quantity		Rate		Total
Two-party pole attachment without ground	0,000	x	\$3 14	=	\$ 00,000.00
Three-party pole attachment without ground	0,000	x	\$2 23	=	\$ 00,000.00
Two-party pole attachment with ground	0,000	x	\$3 37	=	\$ 00,000.00
Three-party pole attachment with ground	0,000	x	\$2 37	=	\$ 00,000.00
Two-party anchor attachment	0,000	x	\$5 56	=	\$ 00,000.00
Three-party anchor attachment	0,000	x	\$3 71	=	\$ 00,000.00

Total Amount Due: \$ 00,000.00

Terms: Net Fifteen (15) Days

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO. 11

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 16

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Special Rules

(1) Establishing Pole Use:

Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

[T]

Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.

[T]

Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.

[T]

Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.

[T]

All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00936 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH


September 1, 2011

Brent Kintley

EXECUTIVE

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 28

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 11

RATES, TERMS AND CONDITIONS – SECTION 1

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

Special Rules

(1) Establishing Pole Use:

Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

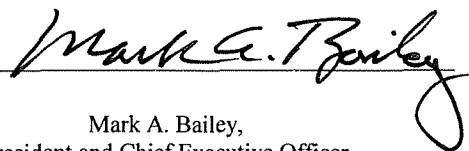
Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.

Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.

Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.

All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO. 12

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 17

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

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

[T]

(2) Easement and Right-of-Way:

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

(3) Maintenance of Poles, Attachments and Operation:

Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.

[T]

Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom.

[T]

Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 19, 2011 and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kintley

EFFECTIVE

September 1, 2011



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 29

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 12

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

(2) Easement and Right-of-Way:

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

(3) Maintenance of Poles, Attachments and Operation:

Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.

Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give a forty-eight (48) hour notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom.

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Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 13

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 18

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

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

[T]

(4) **Inspections:**

Periodic Inspection:

[T]

Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.

Make-Ready Inspection:

[T]

Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.

(5) **Insurance or Bond:**

The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00936 dated November 17, 2011, and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kintley



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 30

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 13

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

(4) Inspections:

Periodic Inspection:

Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.

Make-Ready Inspection:

Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.

(5) Insurance or Bond:

The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO.

14

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

19

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

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

[T]

1. Protection for its employees to the extent required by Workers' Compensation Laws of Kentucky.
2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
3. Naming Big Rivers Electric Corporation as an additional insured.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

[T]

The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause without thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.


[T]

(6) Change of Use Provision:

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

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE <u>December 20, 2011</u>	TARIFF BRANCH <u>September 1, 2011</u>
ISSUED BY <u>Mark A. Bailey</u>	<u>Brent Kintley</u>
Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420	
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	



Your Touchstone Energy Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 31

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 14

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

1. Protection for its employees to the extent required by Workers' Compensation Laws of Kentucky.
2. Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
3. Naming Big Rivers Electric Corporation as an additional insured.

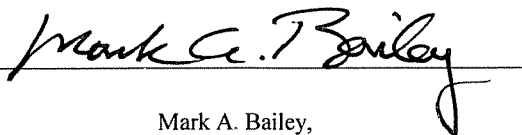
Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required here under shall contain a contractual endorsement written as follows:

The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause without thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.

(6) Change of Use Provision:

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given a forty-eight (48) hour notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

15

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

20

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

(7) Abandonment:

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

[T]

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

[T]

(8) Rights of Others:

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

(9) Payment of Taxes:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

EFFECTIVE

September 1, 2011



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 32

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 15

RATES, TERMS AND CONDITIONS – SECTION 1

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

(7) Abandonment:

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

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

(8) Rights of Others:

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

(9) Payment of Taxes:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 16

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 21

RATES, TERMS AND CONDITIONS – SECTION I

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

(10) Bond or Deposit for Performance:

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

(11) Use of Anchors:

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

(12) Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 14.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE _____

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201

Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kintley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 33

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 16

RATES, TERMS AND CONDITIONS – SECTION 1

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

(10) Bond or Deposit for Performance:

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

(11) Use of Anchors:

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

(12) Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 14.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 17

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 35

RATES, TERMS AND CONDITIONS – SECTION I

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

Availability:

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

Applicability of Service:

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

Terms and Conditions:

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

All power from a Qualifying Facility ("QF") purchased under this tariff will be sold to Big Rivers.

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

QF shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.

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

QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

QF shall enter into a written contract with Big Rivers. All conditions applying to QF service shall be specified in the contract executed by the parties and are subject to the jurisdiction of the Kentucky Public Service Commission and to Big Rivers' terms and conditions regarding a QF then in effect. For contracts which cover the purchase of energy only, the term shall be one year and shall be self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Signature of Jeff R. Derouen



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

34

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

24

Original

SHEET NO.

17

RATES, TERMS AND CONDITIONS – SECTION 1

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

Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to the Commission's regulation in 807 KAR 5:054. [T]

Applicability of Service:

Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Commission in 807 KAR 5:054, and which contracts to sell energy or capacity or both to Big Rivers. [T]

Terms and Conditions:

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

All power from a Qualifying Facility ("QF") purchased under this tariff will be sold to Big Rivers.

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

QF shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.

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

QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

QF shall enter into a written contract with Big Rivers. All conditions applying to QF service shall be specified in the contract executed by the parties and are subject to the jurisdiction of the Commission and to Big Rivers' terms and conditions regarding a QF then in effect. For contracts which cover the purchase of energy only, the term shall be one year and shall be self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be [T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 18

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

Original SHEET NO. 36

Big Rivers Electric Corporation
(Name of Utility)

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

Definitions:

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

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

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

Rates for Purchases from QFs:

(1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available [T]
from SEPA and the Henderson Municipal Power and Light's Station Two, the Capacity Purchase Rate [T]
(CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired [T]
generation and power available from SEPA and the Henderson Municipal Power and Light's Station [T]
Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for [T]
delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from [T]
the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual [T]
variable fuel expense (EPR). The total amount of the avoided capacity cost payment to be made to a QF [T]
in an hour is equal to [ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the [T]
basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load.

(2) Determination of CAP:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011
Brent Kirtley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 35

CANCELLING P.S.C. KY. No.

24

Original

SHEET NO. 18

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

Inter-Utility Market – “Inter-Utility Market” means any supplier of wholesale electric service to Big Rivers other than SEPA and the Henderson Municipal Power and Light's Station Two.

Rates for Purchases from QFs:

(1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual variable fuel expense. The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to $[ACC \times CAP]$, where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load. [T]

(2) Determination of CAP:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO. 19

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 38

RATES, TERMS AND CONDITIONS – SECTION I

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

(3) Firm Energy Purchase Rates:

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

Payment:

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

System Emergencies:

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

Interconnection:

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

Loss Compensation:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Brent Kinley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 36

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 19

RATES, TERMS AND CONDITIONS – SECTION 1

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

(3) Firm Energy Purchase Rates:

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

Payment:

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

System Emergencies:

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

Interconnection:

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

Loss Compensation:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

20

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

40

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

Availability:

[T]

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii), which meets the criteria for Qualifying Facility of 807 KAR 5:054 Section 4. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility shall be established by contract.

Applicability:

[T]

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

Definitions:

[T]

Please see Section 4 for definitions common to all tariffs.

[T]

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

[T]

QF Member – "QF Member" means a member of a Member Cooperative with a QF.


[T]

Third Party Suppliers – "Third Party Suppliers" means any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light.

[T]

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE	December 20, 2011
ISSUED BY	Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420
DATE EFFECTIVE	September 1, 2011
TARIFF BRANCH Brent Kintley	
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	



Your Touchstone Energy® Cooperative 

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For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 37

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 20

RATES, TERMS AND CONDITIONS – SECTION 1

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

Availability:

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii) which meets the criteria for Qualifying Facility of 807 KAR 5:054 Section 4. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility shall be established by contract. [T]

Applicability:

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

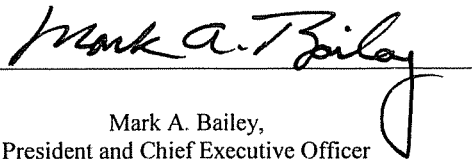
Off-System Sales Transaction – “Off-System Transaction” means sales of electric energy by Big Rivers other than to the Member Cooperatives and Henderson Municipal Power and Light.

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

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:


Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO.

21

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

42

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

[T]

Conditions of Service:

[T]

To receive service hereunder, the Member Cooperative must:

Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:

[T]

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

[T]

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

[T]

If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and

[T]

Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and

[T]

Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kinley

EXECUTIVE



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 38

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 21

RATES, TERMS AND CONDITIONS – SECTION 1

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

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:

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

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

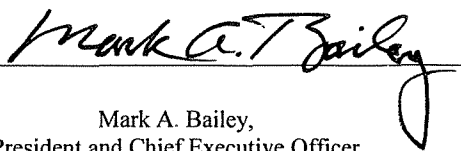
If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and

Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and

Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 22

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 43

RATES, TERMS AND CONDITIONS – SECTION I

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

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

Supplementary Service (capacity and energy).

Unscheduled Back-up Service, if any (capacity charge only).

Maintenance Service (capacity and energy), if any.

Excess Demand, if any.

Additional charges, if any.

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

Supplementary Service:

Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be according to the rates set forth in Big Rivers' Rate Schedule RDS.

Unscheduled Back-up Service:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20

Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 39

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 22

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

Supplementary Service (capacity and energy).

Unscheduled Back-up Service, if any (capacity charge only).

Maintenance Service (capacity and energy), if any.

Excess Demand, if any.

Additional charges, if any.

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

Supplementary Service:

Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be according to the rates set forth in Big Rivers' Standard Rate Schedule RDS.

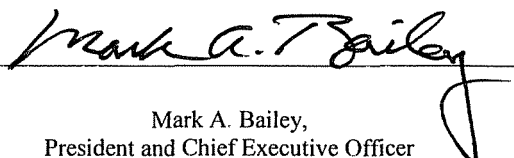
[T]

Unscheduled Back-up Service:

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

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO. 23

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 44

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

Demand in addition to Scheduled Maintenance Demand when Scheduled Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Unscheduled Back-up Service for the QF Members:

Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance notice from the Member Cooperative. Said notice must specify the reduction in kW's and the basis for the lower requirements. All energy shall be billed as either supplementary energy or maintenance energy.

Maintenance Service:

[T]

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

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

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

9/1/2011



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

40

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

24

Original

SHEET NO.

23

RATES, TERMS AND CONDITIONS – SECTION 1

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

Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Unscheduled Back-up Service for the QF Members:

Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance notice from the Member Cooperative. Said notice must specify the reduction in kW's and the basis for the lower requirements. All energy shall be billed as either supplementary energy or maintenance energy.

Maintenance Service:

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

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

DATE OF ISSUE January 15, 2013
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ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

24

Big Rivers Electric Corporation
(Name of Utility)

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

23

First Revised

SHEET NO.

46

RATES, TERMS AND CONDITIONS - SECTION I

STANDARD RATE - OFS - Cogeneration/Small Power Production Sales Tariff - Over 100 KW -
(continued)

[T]

Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.

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

[T]

[T]

[T]

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

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

[T][R]

\$0.029736 per kWh of Maintenance Energy; or

[R]

110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.

[T]

The charges for Off-peak Maintenance Service shall be:

[T]

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

[R]

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

[T]

Excess Demand:

[T]

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20

Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR


TARIFF BRANCH

September 1, 2011

Brent Kinley

APPROVED



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO. 41

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 24

RATES, TERMS AND CONDITIONS – SECTION 1

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

Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 AM CPT and ending 10:00 PM CPT on any weekday from December 1 through March 31. [T]

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

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

\$3.955 per kW of Scheduled Maintenance Demand per week, plus [I]

\$0.030000 per kWh of Maintenance Energy; or [I]

110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.

The charges for Off-peak Maintenance Service shall be:

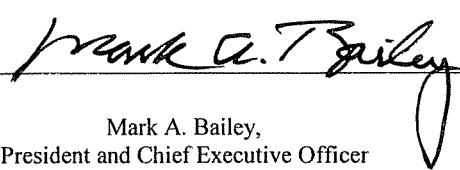
\$3.955 per kW of Scheduled Maintenance Demand per week, plus [I]

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

Excess Demand:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: 
Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

25

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

47

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or import energy from a Third Party Supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or

If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) \$9.50 per kW times the highest Excess Demand recorded during the month; or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transaction during the month times the sum of the Excess Demands measured during the month.

[T]

[R]

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

Additional Charges:

[T]

Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.

Interruptible Service:

[T]

Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brant Kintley

EXECUTIVE

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 42

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 25

RATES, TERMS AND CONDITIONS – SECTION 1

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

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or import energy from a Third Party Supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or

If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) the applicable demand charge in Standard Rate Schedule RDS times the highest Excess Demand recorded during the month; or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transaction during the month times the sum of the Excess Demands measured during the month. [T]

Big Rivers shall be the sole determinant of when and under what circumstances it is required to import energy from a Third-Party Supplier to provide Excess Demand. [T]

Additional Charges:

Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.

Interruptible Service:

Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO. 26

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 48

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

Interconnections:

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

System Emergencies:

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

[T]

Loss Compensation:

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

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

8/1/2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

8/1/2011



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO.

43

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

24

Original

SHEET NO.

26

RATES, TERMS AND CONDITIONS – SECTION 1

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

Interconnections:

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

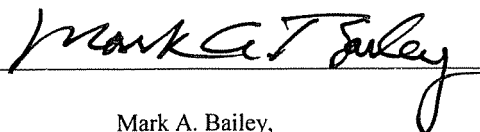
System Emergencies:

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

Loss Compensation:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

27

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

50

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

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

TO: COGENERATOR AND SMALL POWER PRODUCER SALES
DELIVERY POINTS

ACCOUNT
SERVICE FROM mm/dd/yy THRU mm/dd/yy
USAGE:

USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE		KW DEMAND BILLED
SUPPLEMENTAL DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
UNSCHEDULED BACKUP DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
EXCESS DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
CUMULATIVE EXCESS DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
		PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED
ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
SUPPLEMENTAL ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
MAINTENANCE ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000

[T]

SUPPLEMENTARY SERVICE

DEMAND	KW	TIMES	\$	EQUALS	\$
P/F PENALTY	KW	TIMES	\$	EQUALS	\$
ENERGY	kWh	TIMES	\$	EQUALS	\$
SUBTOTAL					\$

UNSCHEDULED BACK-UP SERVICE

DEMAND	KW	TIMES	\$	EQUALS	\$
--------	----	-------	----	--------	----

MAINTENANCE SERVICE ON-PEAK

DEMAND PER-WEEK (IF APPLICABLE)	KW	TIMES	\$	EQUALS	\$
ENERGY (IF APPLICABLE)	kWh	TIMES	\$	EQUALS	\$
SCHEDULE ENERGY BLOCK (IF APPLICABLE)					\$
TOTAL AMOUNT DUE					\$

OFF-PEAK

DEMAND PER-WEEK	KW	TIMES	\$	EQUALS	\$
ENERGY	kWh	TIMES	\$	EQUALS	\$
SUBTOTAL					\$

EXCESS SERVICE

EXCESS DEMAND (IF APPLICABLE)	KW	TIMES	\$	EQUALS	\$
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)	KW	TIMES	\$	EQUALS	\$
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kWh	TIMES	\$	EQUALS	\$
TOTAL AMOUNT DUE					\$

TOTAL AMOUNT DUE \$ 00,000 00

LOAD FACTOR
ACTUAL 00 00% BILLED 00 00%

MILLS PER KWH
00 00

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

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
Sanctuary 1 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 44

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 27

RATES, TERMS AND CONDITIONS – SECTION I

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

BIG RIVERS ELECTRIC CORP.

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

HENDERSON, KY 42419-0024

TO: COGENERATOR AND SMALL POWER PRODUCER SALES

ACCOUNT

DELIVERY POINTS

SERVICE FROM mm/dd/yy THRU mm/dd/yy
USAGE:

USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE		KW DEMAND BILLED
SUPPLEMENTAL DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
UNSCHEDULED BACKUP DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
EXCESS DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
CUMULATIVE EXCESS DEMAND	00 00%	00 00%	00 00%	00 00%		000,000
		PREVIOUS	PRESENT	DIFFERENCE	MULT	KWH USED
ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
SUPPLEMENTAL ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
MAINTENANCE ENERGY	00000 000	00000 000	00000 000	0000 000	1000	00,000,000
SUPPLEMENTARY SERVICE						
DEMAND			kW	TIMES	\$	EQUALS \$
P/F PENALTY			kW	TIMES	\$	EQUALS \$
ENERGY			kWh	TIMES	\$	EQUALS \$
SUBTOTAL						\$
UNSCHEDULED BACK-UP SERVICE						
DEMAND			kW	TIMES	\$	EQUALS \$
MAINTENANCE SERVICE ON-PEAK						
DEMAND PER-WEEK (IF APPLICABLE)			kW	TIMES	\$	EQUALS \$
ENERGY (IF APPLICABLE)			kWh	TIMES	\$	EQUALS \$
SCHEDULE ENERGY BLOCK (IF APPLICABLE)						
TOTAL AMOUNT DUE						\$
OFF-PEAK						
DEMAND PER-WEEK			kW	TIMES	\$	EQUALS \$
ENERGY			kWh	TIMES	\$	EQUALS \$
SUBTOTAL						\$
EXCESS SERVICE						
EXCESS DEMAND (IF APPLICABLE)			kW	TIMES	\$	EQUALS \$
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)			kW	TIMES	\$	EQUALS \$
IMPORTED EXCESS ENERGY (IF APPLICABLE)			kWh	TIMES	\$	EQUALS \$
TOTAL AMOUNT DUE						\$

TOTAL AMOUNT DUE \$ 00,000 00

LOAD FACTOR
ACTUAL 00 00%
BILLED 00 00%

MILLS PER KWH
00 00

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

Mark A. Bailey

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

28

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

51

RATES, TERMS AND CONDITIONS – SECTION 1

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

[INTENTIONALLY LEFT BLANK]

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 14, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kirtley

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 28

removed from

PSC KY No. 25

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

24

Original

SHEET NO.

29

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

52

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion

[T]

Applicability:

This schedule shall be applicable as follows:

To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule QFP and QFS, that either initially contracts for ten (10) MWs or more of capacity or whose aggregate peak load at any time amounts to ten (10) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.

[T]

[T]

[T]

[T]

To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedules QFP and QFS, where: (i) the customer was in existence and served under the then effective LIC Rate Schedule any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand.

[T]

[T]

[T]

[T]

To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedules QFP and QFS, where: (i) the customer's load was in existence and served through a rural delivery point as defined in Rate Schedule RDS, (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in Rate Schedule LIC.

[T]

[T]

[T]

[T]

[T]

[T]

[T]

Availability:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Hinkley

EXECUTIVE



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

45

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

24

Original

SHEET NO.

29

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion

Applicability:

This schedule shall be applicable as follows:

To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Standard Rate Schedules QFP and QFS, that either initially contracts for ten (10) MWs or more of capacity or whose aggregate peak load at any time amounts to ten (10) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule. [T]

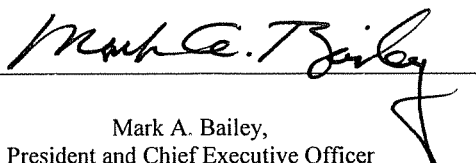
To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Standard Rate Schedules QFP and QFS, where: (i) the customer was in existence and served under the then effective Standard Rate Schedule LIC any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least ten (10) MWs greater than the customer's Base Year peak demand. [T]

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

Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in the Applicability section of this Standard Rate Schedule LICX. For all loads meeting the applicability criteria below, no other Big Rivers' tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria above. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

30

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

53

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

Obtain from the customer an executed written contract or amend an existing contract with terms acceptable to Big Rivers.

[T]

Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

[T]

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

[T]

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

[T]

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

[T]

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

[T]

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 2011 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO. 46

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 30

RATES, TERMS AND CONDITIONS – SECTION 1

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

Conditions of Service:

To receive service hereunder, the Member Cooperative must:

Obtain from the customer an executed written contract or amend an existing contract with terms acceptable to Big Rivers.

Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

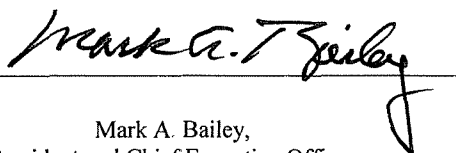
Existing Customer – “Existing Customer” shall mean any customer of a Member Cooperative served as of August 31, 1999.

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

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

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 31

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 55

RATES, TERMS AND CONDITIONS - SECTION I

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

[T]

Expansion Demand and Expansion Energy:

[T]

Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

[T]

[T]

Expansion Demand for the expanded load requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

[T]

[T]

[T]

Rates and Charges:

[T]

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

[T]

(1) Expansion Demand and Expansion Energy Rates:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

Mark A. Bailey
ISSUED BY

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kirtley
EFFECTIVE



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

47

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

24

Original

SHEET NO.

31

RATES, TERMS AND CONDITIONS – SECTION 1

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

Expansion Demand and Expansion Energy:

Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

Expansion Demand for the expanded load requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT.

Rates and Charges:

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

(1) Expansion Demand and Expansion Energy Rates:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO.

32

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

56

RATES, TERMS AND CONDITIONS – SECTION I

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

[T]

(2) Expansion Demand Transmission Rate:

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in the OATT applied to each kW taken as Expansion Demand. [T]

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

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT: (1) Scheduling System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve – Spinning Reserve Service; and (6) Operating Reserve – Supplemental Reserve Service. [T]

(4) Big Rivers Adder:

In addition to the charges described above, Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer. [T]

Meters:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

48

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

24

Original

SHEET NO.

32

RATES, TERMS AND CONDITIONS – SECTION I

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

(2) Expansion Demand Transmission Rate:

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

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

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT:

- (1) Scheduling System Control and Dispatch;
- (2) Reactive Supply and Voltage Control from Generation Sources Services;
- (3) Regulation and Frequency Response Service;
- (4) Energy Imbalance Service;
- (5) Operating Reserve – Spinning Reserve Service; and
- (6) Operating Reserve – Supplemental Reserve Service.

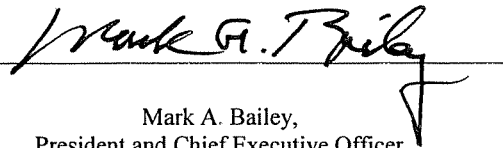
(4) Big Rivers Adder:

In addition to the charges described above, Big Rivers shall charge \$0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

Meters:

Big Rivers shall provide an appropriate meter to all customers served under this Standard Rate Schedule LICX. [T]
[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

First Revised SHEET NO. 33

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 33

RATES, TERMS AND CONDITIONS – SECTION 1

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

BIG RIVERS ELECTRIC CORP.				INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024	
TO: LARGE INDUSTRIAL CUSTOMER EXPANSION DELIVERY POINTS				ACCOUNT SERVICE FROM mm/dd/yy		THRU mm/dd/yy	
USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND	
		00.00 A (or P)	mm/dd		1000	00,000	
POWER FACTOR	BASE	PEAK	AVERAGE	KW DEMAND BILLED			
EXPANSION DEMAND	00.00%	00.00%	00.00%	000,000			
ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH USED		
EXPANSION ENERGY	00000.000	00000.000	0000.000	1000	00,000,000		
EXPANSION DEMAND & EXPANSION ENERGY							
EXPANSION DEMAND, INCLUDING LOSSES				kw	TIMES	\$	EQUALS \$
EXPANSION ENERGY, INCLUDING LOSSES				kwh	TIMES	\$	EQUALS \$
OTHER EXPANSION SERVICE CHARGES				EQUALS \$			
SUBTOTAL				\$			
EXPANSION DEMAND TRANSMISSION							
LOAD RATIO SHARE OF NETWORK LOAD				\$			
EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES							
SCHEDULING SYSTEM CONTROL & DISPATCH SERVICE				\$			
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE				\$			
REGULATION & FREQUENCY RESPONSIVE SERVICE				\$			
ENERGY IMBALANCE SERVICE				\$			
OPERATING RESERVE – SPINNING RESERVE SERVICE				\$			
OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE				\$			
SUBTOTAL				\$			
BIG RIVERS ADDER							
EXPANSION DEMAND				kw	TIMES	\$	EQUALS \$
FUEL ADJUSTMENT CLAUSE				0,000,000	kwh	TIMES	\$0.0000000
NSNP				0,000,000	kwh	TIMES	\$0.0000000
SUBTOTAL				\$			
ENVIRONMENTAL SURCHARGE				\$00,000.00	TIMES	00.00%	EQUALS \$
EXPANSION DEMAND/ENERGY – POWER FACTOR PENALTY				kw	TIMES	\$0.0000000	EQUALS \$
UNWIND SURCREDIT				0,000,000	kwh	TIMES	\$0.0000000
MEMBER RATE STABILITY MECHANISM				0,000,000	AMOUNT		\$
CSR				0,000,000	AMOUNT		\$
RRES				0,000,000	kwh	TIMES	\$0.0000000
REBATE ADJUSTMENT				0,000,000	AMOUNT		\$
TOTAL AMOUNT DUE				\$			

----- LOAD FACTOR -----
ACTUAL 00.00%
BILLED 00.00%

MILLS PER KWH
00.00

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

DATE OF ISSUE October 4, 2012

DATE EFFECTIVE October 1, 2012

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00063 dated 10/1/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 49

CANCELLING P.S.C. KY. No. 24

First Revised

SHEET NO. 33

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion Billing Form

BIG RIVERS ELECTRIC CORP		INVOICE P O BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024	
TO: LARGE INDUSTRIAL CUSTOMER EXPANSION		ACCOUNT SERVICE FROM		mm/dd/yy	THRU mm/dd/yy
DELIVERY POINTS		USAGE:			
USAGE	DEMAND	TIME	DAY	METER	MULT KW DEMAND
		00:00 A (or P)	mm/dd		1000 00,000
POWER FACTOR	BASE	PEAK	AVERAGE		KW DEMAND BILLED
EXPANSION DEMAND	00 00%	00 00%	00 00%		000,000
ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT	KWH USED
EXPANSION ENERGY	00000 000	00000 000	0000 000	1000	00,000,000
<u>EXPANSION DEMAND & EXPANSION ENERGY</u>					
EXPANSION DEMAND, INCLUDING LOSSES			kW TIMES	\$	EQUALS \$
EXPANSION ENERGY, INCLUDING LOSSES			kWh TIMES	\$	EQUALS \$
OTHER EXPANSION SERVICE CHARGES					EQUALS \$
SUBTOTAL					\$
<u>EXPANSION DEMAND TRANSMISSION</u>					
LOAD RATIO SHARE OF NETWORK LOAD					\$
<u>EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES</u>					
SCHEDULING SYSTEM CONTROL & DISPATCH SERVICE					\$
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE					\$
REGULATION & FREQUENCY RESPONSIVE SERVICE					\$
ENERGY IMBALANCE SERVICE					\$
OPERATING RESERVE – SPINNING RESERVE SERVICE					\$
OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE					\$
SUBTOTAL					\$
<u>BIG RIVERS ADDER</u>					
EXPANSION DEMAND			kW TIMES	\$	EQUALS \$
FUEL ADJUSTMENT CLAUSE			0,000,000 kWh TIMES	\$0 0000000	EQUALS \$
NSNFP			0,000,000 kWh TIMES	\$0 0000000	EQUALS \$
SUBTOTAL					\$
ENVIRONMENTAL SURCHARGE			\$00,000 00 TIMES	00 00%	EQUALS \$
EXPANSION DEMAND/ENERGY – POWER FACTOR PENALTY			kW TIMES	\$0 0000000	EQUALS \$
UNWIND SURCREDIT			0,000,000 kWh TIMES	\$0 0000000	EQUALS \$
MEMBER RATE STABILITY MECHANISM			0,000,000 AMOUNT		\$
CSR			0,000,000 AMOUNT		\$
RRES			0,000,000 kWh TIMES	\$0 0000000	EQUALS \$
REBATE ADJUSTMENT			0,000,000 AMOUNT		\$
TOTAL AMOUNT DUE					\$
<u>LOAD FACTOR</u>					
ACTUAL	BILLED				MILLS PER KWH
00 00%	00 00%				00 00

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

Mark A. Bailey

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO. 33.50

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE - SET – Supplemental Energy Transactions

[N]

Applicability:

In all territory served by Big Rivers' transmission system.

Availability:

This tariff provides a regulatory path for timely implementation of Supplemental Energy transactions requested by Kenergy under the terms of the Smelter Agreements (as amended), which are approved by and are on file with the KPSC.

Rates and Terms:

This tariff shall not alter or amend, whether directly or by implication, any term, covenant or condition of a Smelter Agreement. Capitalized terms used in this tariff and not defined in this tariff have the meanings given in the Smelter Agreements.

"Supplemental Energy" consists of (i) Interruptible Energy, (ii) Buy-Through Energy, and (iii) Market Energy.

Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Interruptible Energy for resale to a Smelter in accordance with the terms and conditions set forth in Section 2.3.2(a) of a Smelter Agreement. Under the Smelter Agreements, Big Rivers provides Kenergy and each Smelter a confirmation setting forth the price or prices and other terms and conditions ("Interruptible Energy Terms") under which Interruptible Energy may be available during each Hour of a fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter remain in effect. The Interruptible Energy Charge is calculated in accordance with Section 4.3.1 of the Smelter Agreements.

DATE OF ISSUE August 20, 2012

DATE EFFECTIVE

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
September 20, 2012
TARIFF BRANCH

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, 10
Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00270 dated June 29, 2012.

9/20/2012

PURSUANT TO 807 KAR 5.011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

50

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

24

Original

SHEET NO.

33.50

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - SET – Supplemental Energy Transactions

Applicability:

In all territory served by Big Rivers' transmission system.

Availability:

This tariff provides a regulatory path for timely implementation of Supplemental Energy transactions requested by Kenergy under the terms of the Smelter Agreements (as amended), which are approved by and are on file with the Commission.

[T]

Rates and Terms:

This tariff shall not alter or amend, whether directly or by implication, any term, covenant or condition of a Smelter Agreement. Capitalized terms used in this tariff and not defined in this tariff have the meanings given in the Smelter Agreements.

"Supplemental Energy" consists of (i) Interruptible Energy, (ii) Buy-Through Energy, and (iii) Market Energy.

Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Interruptible Energy for resale to a Smelter in accordance with the terms and conditions set forth in Section 2.3.2(a) of a Smelter Agreement. Under the Smelter Agreements, Big Rivers provides Kenergy and each Smelter a confirmation setting forth the price or prices and other terms and conditions ("Interruptible Energy Terms") under which Interruptible Energy may be available during each Hour of a fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter remain in effect. The Interruptible Energy Charge is calculated in accordance with Section 4.3.1 of the Smelter Agreements.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO. 33.51

Big Rivers Electric Corporation
(Name of Utility)

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS -- SECTION 1

STANDARD RATE - SET -- Supplemental Energy Transactions -- (continued)

[N]

Buy-Through Energy. Upon each Notice of Interruption in the delivery to a Smelter of Interruptible Energy, as provided for in Section 2.3.2(a) of the Smelter Agreement, Big Rivers may in its sole discretion as provided in Section 2.3.2(b) offer to sell to Kenergy Firm Energy purchased from Third Party Suppliers for resale to a Smelter in lieu of the interrupted Scheduled Interruptible Energy ("Buy Through Energy"). The Buy-Through Energy Charge is calculated in accordance with Section 4.3.2 of the Smelter Retail Agreements.

Market Energy. Big Rivers may, in its sole discretion, supply Market Energy to Kenergy in response to a request from Kenergy for Market Energy, as provided in Section 2.3.2(c) of the Smelter Agreement, on terms and conditions as Big Rivers and Kenergy shall agree. The Market Energy Charge is calculated in accordance with Section 4.3.3 of the Smelter Agreements.

Big Rivers will provide Kenergy with the information from Midwest ISO and other sources necessary for Kenergy to file with the KPSC by the twentieth day of each month a schedule identifying the details of each Supplemental Energy transaction with Big Rivers for the prior month that are supplemental to the terms included in the Smelter Agreements for that type of Supplemental Energy transaction, including but not limited to the category of Supplemental Energy transaction, and the duration, price, quantity and supplier in each such transaction.

DATE OF ISSUE August 20, 2012

DATE EFFECTIVE September 20, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Paducah, KY 40301

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00270 dated June 29, 2012.

9/20/2012


PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Brent Kintley



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO.

51

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

24

Original

SHEET NO.

33.51

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE - SET – Supplemental Energy Transactions – (continued)

Buy-Through Energy. Upon each Notice of Interruption in the delivery to a Smelter of Interruptible Energy, as provided for in Section 2.3.2(a) of the Smelter Agreement, Big Rivers may in its sole discretion as provided in Section 2.3.2(b) offer to sell to Kenergy Firm Energy purchased from Third Party Suppliers for resale to a Smelter in lieu of the interrupted Scheduled Interruptible Energy (“Buy Through Energy”). The Buy-Through Energy Charge is calculated in accordance with Section 4.3.2 of the Smelter Retail Agreements.

Market Energy. Big Rivers may, in its sole discretion, supply Market Energy to Kenergy in response to a request from Kenergy for Market Energy, as provided in Section 2.3.2(c) of the Smelter Agreement, on terms and conditions as Big Rivers and Kenergy shall agree. The Market Energy Charge is calculated in accordance with Section 4.3.3 of the Smelter Agreements.

Big Rivers will provide Kenergy with the information from the MISO and other sources necessary for Kenergy to file with the Commission by the twentieth day of each month a schedule identifying the details of each Supplemental Energy transaction with Big Rivers for the prior month that are supplemental to the terms included in the Smelter Agreements for that type of Supplemental Energy transaction, including but not limited to the category of Supplemental Energy transaction, and the duration, price, quantity and supplier in each such transaction. [T]
[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

34

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

59

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider:

[T]

Availability:

[T]

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

Conditions of Service:

[T]

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Brent Kintley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 52

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 34

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider:

Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to an individual customer ("CS Customer") capable of curtailing at least 1,000 kW of load upon request. [T]

Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

24

Original

SHEET NO.

35

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

60

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

[T]

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

CS Curtailment Profiles:

[T]

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

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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


Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Brent Kintley



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 25

Original

SHEET NO. _____ 53

CANCELLING P.S.C. KY. No. _____ 24

Original

SHEET NO. _____ 35

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Conditions of Service (continued):

[T]

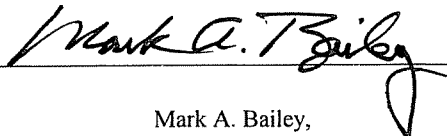
- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
-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

CS Curtailment Profiles:

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

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

36

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

62

RATES, TERMS AND CONDITIONS -- SECTION 2

CSR - Voluntary Price Curtailable Service Rider -- (continued)

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

Curtailed Demand and Energy:

[T]

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

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

[T]

Terms of Curtailment:

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

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR


TARIFF BRANCH

September 1, 2011

Brant Kintley

EXECUTIVE



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO.

54

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

24

Original

SHEET NO.

36

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

CS Curtailment Profiles (continued):

[T]

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

Curtailed Demand and Energy:

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

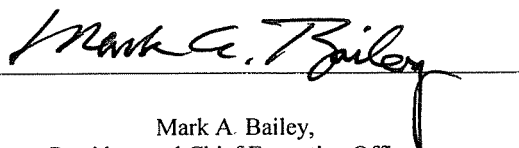
For each curtailment period, Hourly Curtailed Demands for each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's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

Terms of Curtailment:

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

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

37

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

62

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

[T]

- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
 - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

Curtailment Savings Payment:

[T]

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

Monthly Savings Payment:

[T]

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A Statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011


Brent Kintley

EFFECTIVE

September 1, 2011

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original

SHEET NO. 55

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 37

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Terms of Curtailment (continued):

[T]

- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
 - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

Curtailment Savings Payment:

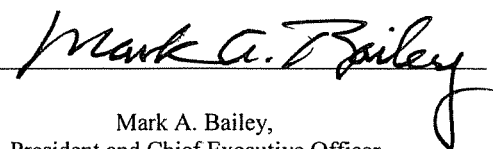
The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

Monthly Savings Payment:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:


Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 38

Big Rivers Electric Corporation
(Name of Utility)

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

Original SHEET NO. 63

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

[T]

Service's Uniform System of Accounts -- Electric under Other Power Supply Expenses, Account 557 -- Other Expenses, such that the separate identity of this cost is preserved.

Charges for Excess Energy:

[T]

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

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

Term:

[T]

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

Special Terms and Conditions:

[T]

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE September 1, 2011

ISSUED BY

Mark A. Bailey
Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION


JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kintley

EFFECTIVE
9/1/2011



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original SHEET NO. 56

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 38

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Charges for Excess Energy:

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

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

Term:

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

Special Terms and Conditions:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

39

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

64

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

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DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 14, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kirtley

EFFECTIVE

BIG RIVERS ELECTRIC CORPORATION
APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 39

removed from

PSC KY No. 25

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

24

Original

SHEET NO. 40

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 65

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service:

[T]

Applicability:

[T]

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

Availability:

[T]

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

[T]

Conditions of Service:

[T]

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey


Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Brent Kintley

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative 

(Name of Utility)

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

25

Original _____

SHEET NO. 57

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

24

Original _____

SHEET NO. 40

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service:

Applicability:

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

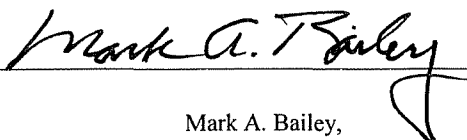
Availability:

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

Conditions of Service:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO.

41

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

66

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

[T]

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

Monthly Rate:

[T]

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

[T]

[T]

Billing:

[T]

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE _____

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO. 58

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 41

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

Conditions of Service (continued):

[T]

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

Monthly Rate:

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

[T]

[T]

Billing:

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

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO. 42

Big Rivers Electric Corporation
(Name of Utility)

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

Original

SHEET NO. 67

RATES, TERMS AND CONDITIONS -- SECTION 2

RRES - Renewable Resource Energy Service -- (continued)

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DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Hinkley

EFFECTIVE

9/1/2011

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 42

removed from

PSC KY No. 25

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

24

Original

SHEET NO.

43

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

68

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service – (continued)

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DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

Mark A. Bailey

Brent Kirtley

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-07036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 43

removed from

PSC KY No. 25

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

24

Original

SHEET NO.

44

Big Rivers Electric Corporation
(Name of Utility)

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

23

Original

SHEET NO.

69

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment:

[T]

Applicability:

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

Availability:

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

[T]



Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

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

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

[T]

Rebate Adjustment:

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

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

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

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH September 1, 2011
<i>Brent Kirtley</i>
DATE EFFECTIVE



Your Touchstone Energy Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

59

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

24

Original

SHEET NO.

44

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment:

Applicability:

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

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

[T]



Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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

Rebate Adjustment:

In the event that there is a Rebate to the Smelters during a fiscal year under Section 4.9 of the Smelter Agreements, then Big Rivers, subject to approval from its Board of Directors, may request Commission authorization to provide a cash rebate to its Members pursuant to of KRS 278.455(1). The amount of a Rebate Adjustment, if any, will be the amount approved by the order of the Commission. The Rebate Adjustment will be provided as a lump-sum credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by

[T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

Original SHEET NO. 45

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

Original SHEET NO. 70

Big Rivers Electric Corporation
(Name of Utility)

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment – (continued)

[T]

credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by allocating the total rebate amount to each Member system on the basis of total Unadjusted Billing Revenues received from each Member during the fiscal year for which the rebate amount was established. Unadjusted Billing Revenues shall equal the total of all bills issued to Members for service under Rate Schedules RDS, LIC, LICX (but only to the extent of service priced under Rate Schedule LIC), and RRES.

[T]

[T]

Big Rivers will apply to the Commission for authorization to provide a rebate to Members within six months after the end of the fiscal year. The rebate would then be provided to Members upon receipt of Commission approval.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420


Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

9/17/2011



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 25

Original

SHEET NO. _____ 60

CANCELLING P.S.C. KY. No. _____ 24

Original

SHEET NO. _____ 45

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment – (continued)

Rebate Adjustment (continued):

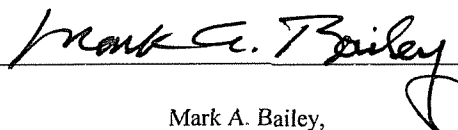
[T]

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

[T]

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

First Revised SHEET NO. 46

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 46

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge:

[T]

Applicability:

To all Big Rivers' Members.

[T]

Availability:

The Environmental Surcharge ("ES") is mandatory to the Rural Delivery Service, Large Industrial Customer, and Large Industrial Customer Expansion Standard Rate Schedules (Standard Rates RDS, LIC, and LICX, respectively), and to the FAC and the Non-FAC PPA adjustment clauses, including service to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters.

[T]

[T]

[T]

[T]

Rate:

The ES shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

[T][N]

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

$$\text{MESF} = \text{CESF} - \text{BESF}$$

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

BESF = Base Environmental Surcharge Factor of \$0.00000/kWh

[T]

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

Definitions:

[T][N]

(1) $E(m) = [(RB/12)(RORORB)] + OE - BAS$

Where:

- (a) RB is the Environmental Compliance Rate Base, defined as electric plant in service for applicable environmental projects adjusted for accumulated depreciation, cash working capital, spare parts inventory, and limestone inventory, and emission allowance inventory;

DATE OF ISSUE October 4, 2012

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey, President

and Chief Executive Officer

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

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00063 dated October 1, 2012

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF B. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
10/01/2012
10/01/2012
10/01/2012



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 61

CANCELLING P.S.C. KY. No. 24

First Revised

SHEET NO. 46

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge:

Applicability:

To all Big Rivers' Members.

Availability:

The Environmental Surcharge ("ES") is mandatory to Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, and to the FAC and the Non-FAC PPA adjustment clauses, including service to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters. [T]

Rate:

The ES shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

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

$$\text{MESF} = \text{CESF} - \text{BESF}$$

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

BESF = Base Environmental Surcharge Factor (presently equal to zero) [T]

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

Definitions:

$$(1) E(m) = [(RB/12)(RORORB)] + OE - BAS$$

Where:

- (a) RB is the Environmental Compliance Rate Base, defined as electric plant in service for applicable environmental projects adjusted for accumulated depreciation, cash working capital, spare parts inventory, and limestone inventory, and emission allowance inventory;

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

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

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

First Revised SHEET NO. _____ 47

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____ 24

Original SHEET NO. _____ 47

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge – (continued)

Definitions (continued):

- (b) RORORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a Times Interest Earned Ratio of 1.24; [T] ↓
- (c) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and [T]
- (d) BAS is the net proceeds from By-Products and Emission Allowance Sales. [T]
- (2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Jurisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the 12-month total revenue from sales to Members to which the ES will be applied ending with the current expense month, divided by the 12-month total revenue from sales to Members and off-system sales for the current expense month. [T] ↓
- (3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause charges or credits less Environmental Cost Recovery Surcharge revenues, for Big Rivers for the twelve months ending with the current expense month. [T] ↓
- (4) Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Public Service Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m). [T]
- (5) The current expense month (m) shall be the second month preceding the month in which the ES is billed. [T]

DATE OF ISSUE October 4, 2012

DATE EFFECTIVE October 1, 2012

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street,

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH

Brent Kirtley

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00063 dated October 1, 2012

10/1/2012

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

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

25

Original

SHEET NO.

62

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

24

First Revised

SHEET NO.

47

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge – (continued)

Definitions (continued):

- (b) RORORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a Times Interest Earned Ratio of 1.24;
- (c) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and
- (d) BAS is the net proceeds from By-Products and Emission Allowance Sales.
- (2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Jurisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the 12-month total revenue from sales to Members to which the ES will be applied ending with the current expense month, divided by the 12-month total revenue from sales to Members and off-system sales for the current expense month.
- (3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause charges or credits less Environmental Surcharge revenues, for Big Rivers for the twelve months ending with the current expense month. [T]
- (4) Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m). [T]
- (5) The current expense month (m) shall be the second month preceding the month in which the ES is billed.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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

24

Original

SHEET NO. 48

Big Rivers Electric Corporation
(Name of Utility)

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

First Revised

SHEET NO. 73

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause:

[T]

Applicability:

To all Big Rivers' Members.

[T]

Availability:

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

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

[I]

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

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

- (2) Fuel cost (F) shall be the most recent actual monthly cost of:

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

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Burt Kintley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 63

CANCELLING P.S.C. KY. No.

24

Original

SHEET NO. 48

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause:

Applicability:

To all Big Rivers' Members.

Availability:

The Fuel Adjustment Clause ("FAC") is a mandatory rider to all wholesale sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters but excluding Supplemental and Back-Up Energy sales to the Smelters under those two Agreements.

Rate:

The FAC shall provide for periodic adjustment per kWh of sales when the unit cost of fuel [F(m)/S(m)] [T] is above or below the base unit cost of \$0.020932 per kWh [F(b)/S(b)]. The current monthly charges shall be increased or decreased by the product of the kWh furnished during the current month and the FAC factor for the preceding month where the FAC factor is defined below:

$$\text{FAC Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all defined below:

Definitions:

Please see Section 4 for definitions common to all tariffs. [T]

(1) Fuel cost (F) shall be the most recent actual monthly cost of: [T]

- (a) Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus [T]

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DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

49

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

74

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

[T]

- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
 - (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
 - (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - (e) All fuel costs shall be based on weighted average inventory costing.
- (3) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.
- (4) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kintley

EXECUTIVE



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25

Original

SHEET NO. 64

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 49

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

[T]

- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
- (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
- (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.

All fuel costs shall be based on weighted average inventory costing.

[T]

- (2) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.

[T]

- (3) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of:

[T]

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DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO. 50

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original

SHEET NO. 75

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

[T]

in subsection (2)(d) above, less (vi) total system losses. Utility-used energy shall not be excluded in the determination of sales (S).

- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (6) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

DATE OF ISSUE December 20, 2011

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TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

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KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Burt Kintley



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P.S.C. KY. No. 25

Original

SHEET NO. 65

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 50

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

[T]

- (i) generation, plus
- (ii) purchases, plus
- (iii) interchange in, less
- (iv) energy associated with pumped storage operations, less
- (v) inter-system sales referred to in subsection (2)(d) above, less
- (vi) total system losses.

[T]

[T]

Utility-used energy shall not be excluded in the determination of sales (S).

- (4) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (5) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 51

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 76

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism:

[T]

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC, provided that the MRSM shall terminate on the first day of the month following the month in which the balance in the RER Fund (as described in the Rural Economic Reserve Rider) equals zero.

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Member Rate Stability Mechanism:

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the effect of billing the FAC and Environmental Surcharge to non-Smelter sales, after taking into account the credits received from the Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and

[T]

[T]

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 9/1/2011
<i>Brent Kirtley</i>



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Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 66

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 51

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism

[T]

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, provided that this MRSM shall terminate on the first day of the month following the month in which the balance in the Rural Economic Reserve Fund (as described in the RER rider) equals zero.

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

“Smelters” are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Member Rate Stability Mechanism:

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the effect of billing the FAC and ES to non-Smelter sales, after taking into account the credits received from the Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and ES on each non-Smelter Member's bill, net of the credits received under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar

[T]

[T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO. 52

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original

SHEET NO. 77

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

[T]

Environmental Surcharge on each non-Smelter Member's bill, net of the credits received under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar impact of billings under the FAC and Environmental Surcharge less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the Expense Mitigation Adjustment (EMA) which is defined below. The amount of the (MRSM) credit provided to each member system during a month will each equal (i) the total amount of FAC charges billed to the member during the month, plus (ii) the total dollar amount of Environmental Surcharge charges billed to the member during the month, less (iii) the total dollar amount of the Unwind Surcredits credited to the member during the month, less (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) charged to the member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero.

[T]

[T]

Expense MITIGATION FACTOR (EMF) AND ADJUSTMENT (EMA)

The EMF shall be the following:

- I. \$0.000 per kWh for the first twelve (12) months following July 17, 2009;
- II. \$0.002 per kWh for months 13 through 24 following July 17, 2009;
- III. \$0.004 per kWh for months 25 through 36 following July 17, 2009;
- IV. \$0.006 per kWh for months 37 through 48 following July 17, 2009;
- V. \$0.007 per kWh for months 49 through 60 following July 17, 2009; and
- VI. \$0.009 per kWh for months 61 through the termination of this MRSM tariff.

[T]

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE December 20, 2011	TARIFF BRANCH September 1, 2011
ISSUED BY <i>Mark A. Bailey</i>	<i>Brent Kirtley</i>
Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420	
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	



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25

Original

SHEET NO. 67

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 52

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Member Rate Stability Mechanism (continued):

[T]

impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the Expense Mitigation Adjustment (“EMA”) which is defined below. [T]

The amount of the MRSM credit provided to each Member during a month will each equal [T]

- (i) the total amount of FAC charges billed to the Member during the month, plus
- (ii) the total dollar amount of ES charges billed to the Member during the month, less [T]
- (iii) the total dollar amount of the Unwind Surcredits credited to the Member during the month, less
- (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less
- (v) the total dollar amount of the EMA charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero. [T]

Expense Mitigation Factor (“EMF”) and Expense Mitigation Adjustment (“EMA”):

[T]

The EMF shall be the following:

- I. \$0.000 per kWh for the first twelve (12) months following July 17, 2009;
- II. \$0.002 per kWh for months 13 through 24 following July 17, 2009;
- III. \$0.004 per kWh for months 25 through 36 following July 17, 2009;
- IV. \$0.006 per kWh for months 37 through 48 following July 17, 2009;
- V. \$0.007 per kWh for months 49 through 60 following July 17, 2009; and
- VI. \$0.009 per kWh for months 61 through the termination of this MRSM tariff.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 53

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 78

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales to which this tariff applies for the current expense month. The EMF and EMA will expire after both the Economic Reserve and the Rural Economic Reserve funds have been exhausted.

If any portion of FAC or Environmental Surcharge costs are transferred to or from base rates after July 17, 2009, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

The MRSM adjustment shall be no longer applicable once the Economic Reserve is exhausted, but the MRSM shall remain a schedule in this tariff until the RER Fund is depleted, as described in the "Availability" section of this schedule. During the last month of the MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and Environmental Surcharge charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the EMA as applicable.

[T]



[T]

[T]



[T]

DATE OF ISSUE December 20, 2011

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Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kintley

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25

Original

SHEET NO. 68

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO. 53

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Expense Mitigation Factor (“EMF”) and Expense Mitigation Adjustment (“EMA”) (continued):

[T]

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales to which this tariff applies for the current expense month. The EMF and EMA will expire after both the Economic Reserve and the Rural Economic Reserve funds have been exhausted.

If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

[T]

The MRSM adjustment shall be no longer applicable once the Economic Reserve is exhausted, but the MRSM shall remain a schedule in this tariff until the Rural Economic Reserve Fund is depleted, as described in the “Availability” section of this schedule. During the last month of this MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and ES charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the EMA as applicable.

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

54

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

79

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

[T]

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DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 17, 2011 and December 14, 2011.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kintley

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

BIG RIVERS ELECTRIC CORPORATION
APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

PSC KY No. 24, Sheet No. 54

removed from

PSC KY No. 25

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

55

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

80

RATES, TERMS AND CONDITIONS – SECTION 2

US -Unwind Surcredit:

[T]

Applicability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

[T]



Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

[T]



Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

“Smelters” are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

“Smelter Agreements” are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Determination of the Unwind Surcredit:

- (1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE December 20, 2011	DATE EFFECTIVE September 1, 2011
ISSUED BY <i>Mark A. Bailey</i>	TARIFF BRANCH <i>Brent Kirtley</i>
Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420	
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 19, 2011 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO.

69

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO.

55

RATES, TERMS AND CONDITIONS – SECTION 2

US -Unwind Surcredit:

Applicability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under the Standard Rate Schedule RDS, Standard Rate schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

[T]



Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

[T]

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Determination of the Unwind Surcredit:

- (1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

$$\text{US} = \text{Surcredit} + \text{Actual Adjustment} + \text{Balance Adjustment}$$

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24 _____

Original SHEET NO. 56

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 81

RATES, TERMS AND CONDITIONS – SECTION 2

US-Unwind Surcredit – (continued)

[T]

US = Surcredit + Actual Adjustment + Balance Adjustment

[T]

Where Surcredit is the per kWh factor calculated by dividing (a) the estimated Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) by (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.

Actual Adjustment is an adjustment which compensates for the difference between (a) the amount returned to Members through the application of the Surcredit factor and (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be re-determined annually with an effective date of April 1 of each calendar year.

Balance Adjustment is an adjustment that compensates for any over-or-under-recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales (NSS) shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.

[T]

[T]

[T]

[T]

- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-09036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH September 1, 2011



Your Touchstone Energy® Cooperative

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For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 70

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 56

RATES, TERMS AND CONDITIONS – SECTION 2

US-Unwind Surcredit – (continued)

Determination of the Unwind Surcredit (continued):

[T]

Where Surcredit is the per kWh factor calculated by *dividing* (a) the estimated Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) *by* (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.

Actual Adjustment is an adjustment which compensates for the *difference between* (a) the amount returned to Members through the application of the Surcredit factor *and* (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be re-determined annually with an effective date of April 1 of each calendar year.

Balance Adjustment is an adjustment that compensates for any over-or-under-recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales ("NSS") shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.
- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

[T]



DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 57

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 82

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider:

[T]

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points served under Rate Schedule RDS. [T]
[T]
[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

"Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS.

[T]

RER Adjustment:

[T]

Big Rivers has established a Rural Economic Reserve ("RER") regulatory liability account of \$60,855,790.94 ("RER Fund") which will be used to credit the bills rendered to the Rural Customers pursuant to the Commission's Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest and is and will be invested in interest bearing U.S. Treasury notes. [T]
[T]

The Rural Economic Reserve Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC and Environmental Surcharge on each Rural Member's bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and Environmental Surcharge *less* the total dollar amounts received under the Unwind Surcredit, *less* a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, *less* the Expense Mitigation Adjustment (EMA) defined in the Member Rate Stability Mechanism. The amount of the Rural Economic Reserve Rider credit provided to each member system during the month will equal (i) the total amount of FAC charges associated with the RDS billed to the member during the month, plus (ii) the total dollar amount of the Environmental Surcharge associated with the Rural Delivery Service Rate. [T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH


ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

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Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO.

71

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO.

57

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider:

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for electric service provided by Big Rivers to its Members for all Rural Delivery Points served under Standard Rate Schedule RDS.

[T]
↓

Definitions:

Please see Section 4 for definitions common to all tariffs.

“Rural Customers” are retail customers of Members served under Standard Rate Schedule RDS.

RER Adjustment:

Big Rivers has established a Rural Economic Reserve (“RER”) regulatory liability account of \$60,855,790.94 (“RER Fund”) which will be used to credit the bills rendered to the Rural Customers pursuant to the Commission’s Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest, and is and will be invested in interest-bearing U.S. Treasury notes.

[T]

The RER Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC and ES on each Rural Member’s bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the EMA defined in the MRS. The amount of the RER Rider credit provided to each Member system during the month will equal:

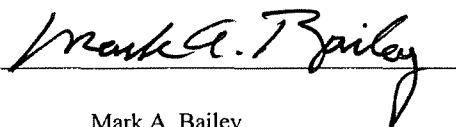
[T]

[T]

[T]

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
 President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 58

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 82

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

[T]

Schedule billed to the Member during the month, less (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, less (iv) one-twelfth (1/12) of any rebates associated with the Rural Delivery Service Rate Schedule provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) associated with the RDS charged to the member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly Rural Economic Reserve Rider adjustment would be zero.

If any portion of FAC or Environmental Surcharge costs are transferred to or from base rates after July 17, 2009, then the RER Rider will account for any effect of such transfers so that the Rural Members will not see any impact on their bills, either positive or negative, of such transfers.

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and Environmental Surcharge charges applicable to Rural sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the Expense Mitigation Adjustment as applicable.

Expense Mitigation Adjustment:

The Expense Mitigation Adjustment (EMA) for each month shall be the Expense Mitigation Factor multiplied by the Rural jurisdictional sales for the current expense month. The Expense Mitigation Factor used to calculate the EMA during any month in which the RER Rider is billed will be based on the EMF schedule established in the Member Rate Stability Mechanism (MRSRM) Tariff. Therefore, the appropriate EMF for a given month will be determined based on the original effective date of the MRSRM Tariff (July 17, 2009) and the number of months the current month is past that date.

Term of RER Rider:

This RER Rider shall be effective beginning in the month in which the amounts in the Non-Smelter Economic Reserve (as described in the Member Rate Stability Mechanism Rider) are insufficient to fully fund the MRSRM credit.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 17, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kirtley

8/10/2011



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 72

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 58

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

RER Adjustment (continued):

- (i) the total amount of FAC charges associated with the RDS billing to the Member during the month, plus
- (ii) the total dollar amount of the ES associated with the RDS billing to the Member during the month, less
- (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, less
- (iv) one-twelfth (1/12) of any rebates associated with the Standard Rate Schedule RDS provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less [T]
- (v) the total dollar amount of the Expense Mitigation Adjustment (“EMA”) associated with the RDS charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly RER Rider adjustment would be zero. [T]

If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the RER Rider will account for any effect of such transfers so that the Rural Members will not see any impact on their bills, either positive or negative, of such transfers. [T]

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and ES charges applicable to Rural sales less credits under the Unwind Surcredit, less monthly prorated amounts under the Rebate Adjustment, and less the EMA as applicable. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 73

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 58

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

Expense Mitigation Adjustment (EMA):

[T]

The EMA for each month shall be the Expense Mitigation Factor multiplied by the Rural jurisdictional sales for the current expense month. The Expense Mitigation Factor used to calculate the EMA during any month in which the RER Rider is billed will be based on the EMF schedule established in the MRSM. Therefore, the appropriate EMF for a given month will be determined based on the original effective date of the MRSM (July 17, 2009) and the number of months the current month is past that date.

[T]

[T]

[T]

Term of RER Rider:

This RER Rider shall be effective beginning in the month in which the amounts in the Non-Smelter Economic Reserve (as described in the MRSM) are insufficient to fully fund the MRSM credit.

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

59

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA

[N]

Applicability

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability

To all sales under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

Definitions

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described in the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Description

The Non-Smelter Non-FAC PPA ("NSNFP") Factor shall be calculated as a per-kWh billing credit or charge applied on a monthly basis, for each applicable rate schedule as follows:

$$\text{NSNFP Factor} = \text{RA} / \text{KWH}$$

Where

RA is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, 2009 Order of the Public Service Commission in Case No. 2007-00455, as of June 30th of the current year and determined as provided below in the "Calculation of Purchased Power Expense" section;
and

KWH is the estimated Non-Smelter Applicable Sales (NSS), defined below, for the twelve month service period beginning September 1st of the current year through and including August 31st of the following year.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
Brent Kinley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original

SHEET NO. 74

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 59

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

To all sales under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. [T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described in the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Description:

The Non-Smelter Non-FAC PPA ("NSNFP") Factor shall be calculated as a per-kWh billing credit or charge applied on a monthly basis, for each applicable rate schedule as follows:

$$\text{NSNFP Factor} = \text{RA}_1 / \text{kWh}_1 \quad [\text{T}]$$

Where

RA_1 is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, 2009 Order of the Commission in Case No. 2007-00455, as of June 30th of the current year and determined as provided below in the "Calculation of Purchased Power Expense" section; and [T]

kWh_1 is the estimated Non-Smelter Applicable Sales ("NSS"), defined below, for the twelve month service period beginning September 1st of the current year through and including August 31st of the following year. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 60

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

[N]

The NSNFP Factor shall be calculated based upon the June 30th balance and applied to bills for service beginning September 1st of the current year. The current NSNFP Factor shall remain in place for service through and including August 31st of the following year, at which time it will be updated in accordance with the formula above.

An over- or under- recovery shall be calculated using actual amounts and shall be included in the NSNFP Regulatory Account balance for recovery in the subsequent period.

Special Conditions

1) First Twelve Months

For the initial implementation of this rate mechanism, the NSNFP Factor shall be designed to return the Regulatory Liability balance as of June 30, 2011, over twenty-four (24) months beginning with the bills for September 2011 service. After this factor has been in place for twenty-four (24) months, any remaining over- or under- recovery shall be included in the Non-FAC PPA Regulatory Account balance for recovery in the subsequent period.

2) Second Twelve Months

For the service periods beginning September 1, 2012, and ending August 31, 2013, two NSNFP Factors shall be in place. The first is the credit for months thirteen (13) through month twenty-four (24) of the credit noted in the First Twelve Months section above. The second is the NSNFP Factor calculated in accordance with the standard formula:

$$\text{NSNFP Factor} = \text{RA} / \text{KWH}$$

Where

RA is the Non-FAC PPA Regulatory Account balance as of June 30, 2012 and

KWH is the estimated Non-Smelter Applicable Sales (NSS) for the twelve (12) months beginning September 1, 2012 through and including August 31, 2013.

The two NSNFP Factors will be applied simultaneously over the twelve-month service period from September 1, 2012 to August 31, 2013.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kirtley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO. 75

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO. 60

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

Description (continued):

[T]

The NSNFP Factor shall be calculated based upon the June 30th balance and applied to bills for service beginning September 1st of the current year. The current NSNFP Factor shall remain in place for service through and including August 31st of the following year, at which time it will be updated in accordance with the formula above.

An over- or under- recovery shall be calculated using actual amounts and shall be included in the NSNFP Regulatory Account balance for recovery in the subsequent period.

Special Conditions:

[T]

(1) First Twelve Months

[T]

For the initial implementation of this rate mechanism, the NSNFP Factor shall be designed to return the Regulatory Liability balance as of June 30, 2011, over twenty-four (24) months beginning with the bills for September 2011 service. After this factor has been in place for twenty-four (24) months, any remaining over- or under- recovery shall be included in the Non-FAC PPA Regulatory Account balance for recovery in the subsequent period.

(2) Second Twelve Months

[T]

For the service periods beginning September 1, 2012, and ending August 31, 2013, two NSNFP Factors shall be in place. The first is the credit for months thirteen (13) through month twenty-four (24) of the credit noted in the First Twelve Months section above. The second is the NSNFP Factor calculated in accordance with the standard formula:

$$\text{NSNFP Factor} = \text{RA}_2 / \text{kWh}_2$$

[T]

Where

RA_2 is the Non-FAC PPA Regulatory Account balance as of June 30, 2012, and

[T]

kWh_2 is the estimated Non-Smelter Applicable Sales ("NSS") for the twelve (12) months beginning September 1, 2012, through and including August 31, 2013.

[T]

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO. 61

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS -- SECTION 2

NSNFP - Non-Smelter Non-FAC PPA - (continued)

[N]

3) Third Twelve Months and Subsequent Twelve-Month Periods

For the service periods beginning September 1, 2013, only one NSNFP Factor shall be in place, calculated in accordance with the standard formula noted herein.

Calculation of Purchase Power Expense

Purchased Power Expense:

The monthly amount of purchased power expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as provided in this section.

Definitions:

"Account" is the specified numbered account as set forth in the Uniform System of Accounts - Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

"SEPA" is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

"Wholesale Smelter Agreements" are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

Determination of the PP(x):

The PP(x) shall be determined in accordance with the following formula:

$$PP(x) = (PP(m)/S(m) - PP(b)/S(b)) \times NSS(m)$$

Where PP(m) is the current Purchased Power Costs for the month; S(m) is the current Applicable Sales; PP(b) is the Purchase Power Cost for the base period; and S(b) is the sales in the base period,

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kintley

EXECUTIVE



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 76

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 61

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA - (continued)

The two NSNFP Factors will be applied simultaneously over the twelve month service period from September 1, 2012 to August 31, 2013.

(3) Third Twelve Months and Subsequent Twelve-Month Periods

[T]

For the service periods beginning September 1, 2013, only one NSNFP Factor shall be in place, calculated in accordance with the standard formula noted herein.

Calculation of Purchased Power Expense:

[T]

The monthly amount of Purchased Power Expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as outlined below.

[T]

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

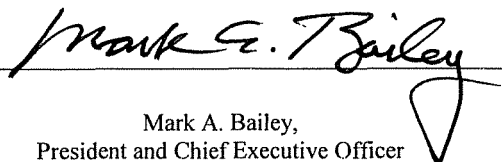
[T]

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

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DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO. 62

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

[N]

For the initial base period, PP(b)/S(b) (the "Purchased Power Base") is \$0.000874.

Purchased Power Costs (PP) shall be the sum of:

(a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of Henderson Municipal Power and Light's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565.

(b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and

(c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

(d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including Rate Schedules LIC and LICX, for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.

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ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 2011-00036 dated November 17, 2011, and December 14, 2011.

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KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brant Hixley

Third Street, Henderson, KY 42420



Your Touchstone Energy® Cooperative

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P.S.C. KY. No. 25

Original

SHEET NO. 77

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Original

SHEET NO. 62

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

Determination of the PP(x):

The PP(x) shall be determined in accordance with the following formula:

$$PP(x) = (PP(m)/S(m) - PP(b)/S(b)) \times NSS(m)$$

Where PP(m) is the current Purchased Power Costs for the month; S(m) is the current Applicable Sales; PP(b) is the Purchase Power Cost for the base period; and S(b) is the sales in the base period. [T]

For the initial base period, PP(b)/S(b) (the "Purchased Power Base") is \$0.000874.

Purchased Power Costs (PP) shall be the sum of:

- (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of Henderson Municipal Power and Light's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565.
- (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and
- (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

- (d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

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DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO. 63

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

[N]

Non-Smelter Applicable Sales (NSS) shall be all kilowatt-hours sold at wholesale by Big Rivers to its Members under all electric rate schedules, including Rate Schedules LIC and LICX for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service).

DATE OF ISSUE December 20, 2011

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TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kirtley



Your Touchstone Energy® Cooperative 

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO.

78

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO.

63

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including Standard Rate Schedule LIC and Standard Rate Schedule LICX, for resale to members of Members (other than by Kenergy to the Smelters and to Domtar for Backup Power Service), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements. [T]

Non-Smelter Applicable Sales (NSS) shall be all kilowatt-hours sold at wholesale by Big Rivers to its Members under all electric rate schedules, including Standard Rate Schedule LIC and Standard Rate Schedule LICX for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service). [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

A handwritten signature in black ink that reads "Mark A. Bailey". The signature is written in a cursive style with a large, looped "B".

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original SHEET NO. 64

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 3

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions

[T]

Contract Demand:

[T]

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

Metering:

[T]

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

Electric Characteristics and Delivery Point(s):

[T]

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

Substations:

[T]

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

Rate:

[T]

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE <u>December 20, 2011</u>	TARIFF BRANCH <u>December 1, 2011</u>
ISSUED BY <u>Mark A. Bailey</u>	<u>Brent Kintley</u>
Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420	
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-09036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	



Your Touchstone Energy® Cooperative

(Name of Utility)

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P.S.C. KY. No. 25

Original

SHEET NO. 79

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 64

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions

Contract Demand:

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

Metering:

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

Electric Characteristics and Delivery Point(s):

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

Substations:

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

65

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

4

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

Discount Adjustment:

[T]

At the discretion of the Seller's Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

[T]

Meter Testing and Billing Adjustment:

[T]

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

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ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

December 14, 2011
Brent Kintley



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Original

SHEET NO. 80

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 65

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Rate (continued):

[T]

the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

Discount Adjustment:

At the discretion of the Seller's Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

Monitoring Uses:

Seller shall review Member's usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the Member Cooperatives have SCADA systems which provide values of usage and, at times, are used for comparison whenever there appears to be a metering deviation. [T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 66

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. 23

Original SHEET NO. 5

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Monitoring Uses:

[T]

Seller shall review member's usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the member cooperatives have SCADA systems which provide hourly printouts of usage and at times are used for comparison whenever there appears to be a metering deviation.

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

Notice of Meter Reading or Test:

[T]

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

Power Factor:

[T]

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at the time of maximum demand

DATE OF ISSUE December 20, 2011

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ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH September 1, 2011
<i>Brent Kintley</i>
APPROVED 9/17/2011



Your Touchstone Energy® Cooperative

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For All Territory Served By
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P.S.C. KY. No. _____

25

Original

SHEET NO.

81

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO.

66

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Monitoring Uses: (continued)

[T]

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

Power Factor:

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at the time of maximum demand.

Right of Access:

Duly authorized representatives of either the Seller or Member shall be permitted to enter the premises of the other at all reasonable times in order to carry out the provisions of these Rates, Terms and Conditions for Furnishing Electric Service.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

67

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

6

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Right of Access:

[T]

Duly authorized representatives of either the Seller or Member shall be permitted to enter the premises of the other at all reasonable times in order to carry out the provisions of these Rates, Terms and Conditions for Furnishing Electric Service.

[T]

[T]

[T]

Continuity of Service:

[T]

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

Payment of Bills:

[T]

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

December 1, 2011
Brent Kirtley



Your Touchstone Energy® Cooperative 

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SHEET NO. 82

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO. 67

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Continuity of Service:

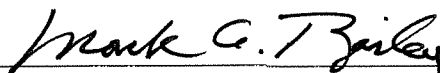
The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

Payment of Bills:

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 24

Original SHEET NO. 68

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Transmission Emergency Control Program:

[T]

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers' system supervisor's SCADA system. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of his SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to Big Rivers' Member Cooperatives and any other wholesale customers in a manner consistent with the Midwest ISO's Open Access Transmission Tariff curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. The Transmission Department is notified of the faulted line sections and performs the required line repairs and releases the line to the system supervisor for re-energization.

[T]

[T]

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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PUBLIC SERVICE COMMISSION

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83

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SHEET NO.

68

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program:

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures (“EOPs”) established and communicated by the MISO. Big Rivers relies on the MISO to determine and communicate directives or instructions when a transmission emergency is occurring in the Bulk Power System affecting Big Rivers’ transmission system operated at 100 kV or above. Big Rivers is obligated to follow the MISO EOPs. However, Big Rivers may also be required to implement the following Transmission Emergency Control Program in order to safely deliver power to its Members especially for the Big Rivers transmission system operated at below 100 kV. [T]

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers’ SCADA system available to its system supervisors in the energy control center. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

69

Big Rivers Electric Corporation
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8

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Transmission Emergency Control Program: (continued)

[T]

(3) Widespread Emergency:

When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".

Upon declaration of an extreme transmission emergency, the Service Restoration Coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.

The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' Member Cooperatives and other transmission customers.

The SRC establishes and maintains contact with the appropriate personnel from each affected Member Cooperative, appropriate Big Rivers' Transmission department personnel, and the system supervisor. Restoration continues with the following steps:

- (a) The SRC coordinates the efforts of the transmission department and Member Cooperatives to determine the full extent of system damage. an estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

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Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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84

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24

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69

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of the SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to the Member Cooperatives and any other wholesale customers in a manner consistent with the MISO's OATT curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. When the faulted line section has been isolated, the transmission department is notified of the faulted line section and performs the required line repairs and releases the line to the system supervisor for re-energization. [T]

(3) Widespread Emergency:

If a widespread transmission disturbance or the loss of service to multiple distribution substations exists, the system supervisor will declare an "extreme transmission emergency". [T]

Upon the declaration of an extreme transmission emergency, the Service Restoration Coordinator ("SRC") will be notified and immediately will assume an operating position in the energy control center area.

The system supervisor will proceed to sectionalize the line sections and restore service to as many substations as possible in a similar fashion as described in the Localized Emergency Section. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such way to minimize the interruption of electric service provided to the Member Cooperatives and other transmission customers.

The SRC will establish and maintain contact with the appropriate personnel from each affected Member Cooperative, Big Rivers' transmission department personnel, and the system supervisor. Restoration efforts will continue with the following steps:

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DATE EFFECTIVE February 18, 2013

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SHEET NO. 70

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RATES, TERMS AND CONDITIONS -- SECTION 3

Special Rules Terms and Conditions -- (continued)

[T]

Transmission Emergency Control Program: (continued)

[T]

- (b) If the system damages are so extensive that restoration with local or system labor only would result in prohibitively long outages, the SRC along with the transmission department and the Member Cooperatives' coordinator(s), determines what additional equipment and labor is needed.
- (c) The SRC conveys to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator arranges to meet these needs from neighboring utilities.
- (d) The SRC establishes a sequence of repair. This sequence is determined by working with the affected Member Cooperatives' coordinators who will have prioritized the restoration of their affected substations. The Member Cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for various subs, time of day, personnel available, etc.). They maintain a list of critical consumers and this list helps determine the sequence of restoration.
- (e) The SRC monitors the progress of the restoration effort and conveys this information to the appropriate individuals for public dissemination.
- (f) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

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Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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85

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70

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

- (a) The SRC coordinates the efforts of the transmission department and Member Cooperatives to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available Member Cooperative work forces. [T]
- (b) If the system damages are so extensive that restoration with local labor only would result in prohibitively long outages, the SRC along with the transmission department and the Member Cooperatives' coordinator(s), will determine what additional equipment and labor is needed. [T]
- (c) The SRC will convey to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator will arrange to meet these needs from neighboring utilities. [T]
- (d) The SRC will establish a sequence of repair. This sequence is determined by working with the affected Member Cooperatives' coordinators who will have prioritized the restoration of their affected substations. The Member Cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (*i.e.*, weather, restoration times for various distribution substations, time of day, personnel available, *etc.*). The Member Cooperatives maintain a list of critical customers. This list will be used to help determine the sequence of restoration. [T]
- (e) The SRC will monitor the progress of the restoration effort and will convey this information to the appropriate individuals for public dissemination. [T]
- (f) Effectiveness and timeliness of the restoration is reviewed after-the-fact by the Big Rivers' Operation Committee for possible procedural improvements. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

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71

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23

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10

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Generation Deficiency Emergency Control Program:

[T]

a. Purpose:

To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

b. Procedures:

(1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.
- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup or reserve generation (if any) will be initiated only to serve firm load requirements.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey

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Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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SHEET NO. 71

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program:

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures (“EOPs”) established and communicated by the MISO. Big Rivers relies on the MISO to determine, declare and communicate when a capacity or energy emergency is forecasted, occurring or has ended in the MISO Balancing Authority Area. The MISO provides instructions to Big Rivers to manage capacity and energy emergencies. Big Rivers is obligated to follow the MISO EOPs. However, should Big Rivers’ interconnection to the MISO be severed, by uncontrollable forces, Big Rivers may be required to implement the following Generation Deficiency Emergency Control Program in order to safely deliver power to its Members.

[T]
↓

a. Purpose:

To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

b. Procedures:

(1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions, and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY: Mark A. Bailey,
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For All Territory Served By
Cooperative's Transmission System
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72

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11

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Generation Deficiency Emergency Control Program: (continued)

[T]

- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' consumers, to reduce power usage on a voluntary basis, including direct calls to large industrial consumers, including implementing procedures of the Seller's Voluntary Price Curtailable Service Rider.
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations.
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member Cooperative and the anticipated length of curtailment. The Member Cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0036 dated November 14, 2011 and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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87

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72

RATES, TERMS AND CONDITIONS – SECTION 3

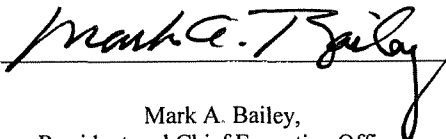
Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program: (continued)

- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup or reserve generation (if any) will be initiated only to serve firm load requirements.
- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' consumers to reduce power usage on a voluntary basis, make direct calls to large industrial consumers, and implement procedures of the Seller's Voluntary Price Curtailable Service Rider. [T]
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations. [T]
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member Cooperative and the anticipated length of curtailment. The Member Cooperatives will reduce load in accordance with their curtailment plans. Their curtailment plans will be developed considering the critical customers' loads on their systems. [T]

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ISSUED BY:


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Original SHEET NO. 73

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Original SHEET NO. 12

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Fuel Emergency Control Program:

[T]

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers' system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

[T]

[T]

b. Procedures:

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

(1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:

(a) Advise all Member Cooperatives of the number of day's burn remaining.

(b) Optimize the use of non-coal-fired generation to the extent possible.

(c) For individual plants with coal inventories significantly under Big

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

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Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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88

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73

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program:

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers' system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

b. Procedures:

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

(1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:

(a) Advise all Member Cooperatives of the number of day's burn remaining.

(b) Optimize the use of non-coal-fired generation to the extent possible.

(c) For individual plants with coal inventories significantly under Big Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.

(d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
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74

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23

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13

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Fuel Emergency Control Program: (continued)

[T]

Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.

- (d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
 - (c) Curtail off-system short-term capacity sales.
 - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
 - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
 - (f) Through use of the news media, and working with the Member Cooperatives, directly appeal to all consumers to voluntarily reduce their use of electric energy as much as possible and in any case endeavor to reduce the non-essential usage of electricity.

[T]

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

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Mark A. Bailey

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Big Rivers Electric Corporation, 20

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25

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89

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24

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74

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

- (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
 - (c) Curtail off-system short-term capacity sales.
 - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
 - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
 - (f) Through use of the news media, and working with the Member Cooperatives, directly appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

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23

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14

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Fuel Emergency Control Program: (continued)

[T]

- (3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.
- (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the KPSC or PSC.
 - (c) Implement rolling native load curtailments.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY


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Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY PUBLIC SERVICE COMMISSION JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH September 1, 2011 Brent Kintley



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO. 90

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO. 75

RATES, TERMS AND CONDITIONS – SECTION 3

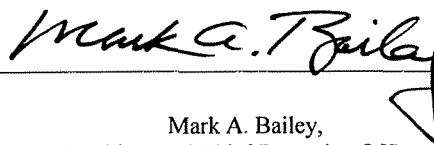
Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

- (3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal- fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.
- (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the Commission or the FERC.
 - (c) Implement rolling native load curtailments.

[T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013



ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

76

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

23

Original

SHEET NO.

15

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

[T]

Fuel Emergency Control Program: (continued)

[T]

- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection of plant facilities, and employees' security.
- (6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
- (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.
- (c) Termination of Energy Emergency:

The Fuel Emergency Control Program shall be terminated upon notice to the Public Service Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH
September 1, 2011

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH
September 1, 2011

Brent Kirtley



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO. 91

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 76

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection of plant facilities, and employees' security.
- (6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
- (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.

c. Termination of Fuel Emergency:

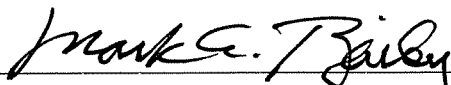
[T]

The Fuel Emergency Control Program shall be terminated upon notice to the Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

[T]

DATE OF ISSUE January 15, 2013

DATE EFFECTIVE February 18, 2013



ISSUED BY:

Mark A. Bailey
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

24

Original

SHEET NO.

77

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS - SECTION 4

Definitions -

[T]

Unless stated otherwise within these Rates, Terms and Conditions, the following abbreviations and phrases will have the following meanings as of the effective date of this tariff -

1. "Big Rivers" shall mean Big Rivers Electric Corporation.
2. "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999.
3. "FERC" shall mean the Federal Energy Regulatory Commission.
4. "Kenergy" shall mean Kenergy Corp.
5. "KPSC" shall mean the Kentucky Public Service Commission.
6. "Member" shall mean either Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation.
7. "Member Cooperative" shall mean either Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation.
8. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation.
9. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation.
10. "Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any successor entity.
11. "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.
12. "OATT" shall mean the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as revised from time to time.

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

September 1, 2011

ISSUED BY

Mark A. Bailey

Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

September 1, 2011

Brent Kirtley

EXECUTIVE



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 25

Original

SHEET NO. 92

CANCELLING P.S.C. KY. No. 24

Original

SHEET NO. 77

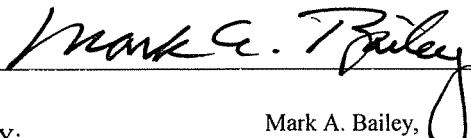
RATES, TERMS AND CONDITIONS – SECTION 4

Definitions -

Unless stated otherwise within these Rates, Terms and Conditions, the following abbreviations and phrases will have the following meanings as of the effective date of this tariff –

1. "Big Rivers" shall mean Big Rivers Electric Corporation.
2. "Commission" shall mean the Kentucky Public Service Commission. [T]
3. "CPT" shall mean the prevailing time in the Central Time Zone of the United States.
4. "DSM" shall mean Demand-Side Management.
5. "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999. [T]
6. "FERC" shall mean the Federal Energy Regulatory Commission. [T]
7. "Kenergy" shall mean Kenergy Corp. [T]
8. "Member" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
9. "Member Cooperative" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
10. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation. [T]
11. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013


ISSUED BY: Mark A. Bailey,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 24

Original

SHEET NO. 78

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

13. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS.
14. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of Energy or any successor agency.
15. "Seller" shall mean Big Rivers Electric Corporation.
16. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or Century Aluminum of Kentucky General Partnership.
17. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.
18. "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

[T]

DATE OF ISSUE December 20, 2011

DATE EFFECTIVE

TARIFF BRANCH

ISSUED BY

Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

Brent Kintley



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

25

Original

SHEET NO. 93

CANCELLING P.S.C. KY. No. _____

24

Original

SHEET NO. 78

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

12. "MISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any successor entity. [T]
13. "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999. [T]
14. "OATT" shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as revised from time to time. [T]
15. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]
16. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of Energy or any successor agency. [T]
17. "Seller" shall mean Big Rivers Electric Corporation. [T]
18. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or Century Aluminum of Kentucky General Partnership. [T]
19. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter. [T]
20. "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements. [T]
21. "Third-Party Supplier" or "Third-Party Suppliers" shall mean any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]

DATE OF ISSUE January 15, 2013
DATE EFFECTIVE February 18, 2013

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES**

CASE NO. 2012-00535

Present Tariff versus Proposed Tariff

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

2

3

4

5

6

7

8

Description of Filing Requirement:

9

Statement that customer notice has been given in compliance with 807

10

KAR 5:001 Sections 3 and 4 with a copy of the notice.

11

Response:

12

Big Rivers has given customer notice in compliance with 807

13

KAR 5:001 Sections 10(3) and 10(4). Please see the attached

14

Certificate of Notice to customers, with a copy of the notice

15

attached thereto.

16

1 COMMONWEALTH OF KENTUCKY
2 BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
3
4

5 In the Matter of:
6

7 Application of Big Rivers Electric)
8 Corporation for a General) Case No. 2012-00535
9 Adjustment in Rates)
10

11 **CERTIFICATE OF NOTICE**

12 To the Public Service Commission, Frankfort, Ky.

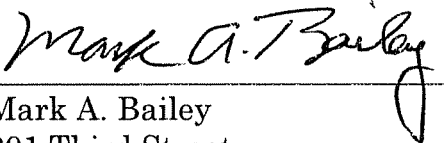
13 Pursuant to the Rules Governing Tariffs (effective June 2, 1982), I hereby
14 certify that I am President and Chief Executive Officer of Big Rivers Electric
15 Corporation, a utility furnishing wholesale electric service within the
16 Commonwealth of Kentucky, which on the 15th day of January, 2013, issued its
17 Tariff PSC No. 25, cancelling its Tariff PSC No. 24, to become effective February 18,
18 2013, and that notice to the public of the issuing of the same is being given in all
19 respects as required by Section 8 of said administrative regulation, as follows:

20 On the 15th day of January, 2013, the same was exhibited for public
21 inspection at the office and place of business of Big Rivers Electric Corporation in
22 the territory affected thereby, to wit, at 201 Third Street, Henderson, Kentucky,
23 and that the same will be kept open to public inspection at said office and place of
24 business in conformity with the requirements of Section 8 of said administrative
25 regulation.

26 On the 15th day of January, 2013, typewritten or printed notice of the
27 proposed rates or administrative regulations was mailed to each of the three

1 members/customers of Big Rivers Electric Corporation whose rates or charges will
2 be increased thereby, a copy of said notice is attached hereto and was posted for
3 public inspection at the aforesaid office and place of business of Big Rivers Electric
4 Corporation.

5 Given under my hand this 15th day of January, 2013.

6 
7 _____
8 Mark A. Bailey
9 201 Third Street
10 P.O. Box 24
11 Henderson, Kentucky 42419-0024



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-827-2561
www.bigrivers.com

January 15, 2013

Mr. G. Kelly Nuckols
President and CEO
Jackson Purchase Energy Corporation
2900 Irvin Cobb Drive
Paducah, KY 42002

Mr. Gregory J. Starheim
President and CEO
Kenergy Corp.
6402 Corydon Road
P.O. Box 18
Henderson, KY 42419-0018

Mr. Burns E. Mercer
President and CEO
Meade County Rural Electric Cooperative Corporation
1351 Hwy. 79
Brandenburg, KY 40108

**RE: APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES,
P.S.C. Case No. 2012-00535**

Gentlemen:

Big Rivers Electric Corporation ("Big Rivers") gave notice to the Kentucky Public Service Commission ("Commission") on December 4, 2012, pursuant to 807 KAR 5:001 Section 10(2), of its intent to file a rate application no earlier than four (4) weeks from that date. On January 15, 2013, Big Rivers will file its notice of adjustments to its wholesale electric tariff to become effective February 18, 2013.

Attached to this letter you will find schedules showing (i) the amount of the rate change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply; (ii) the present rates and the proposed rates for each customer class to which the proposed rates would apply; and (iii) the effect upon the average bill for each

Mr. Kelly Nuckols
Mr. Gregory J. Starheim
Mr. Burns E. Mercer
January 15, 2013
Page 2

customer class to which the proposed rate change will apply. The proposed adjustments in Big Rivers' wholesale electric rates and tariffs are more fully described in the copy of the complete filing enclosed with this letter. The numbers and percentages used in this paragraph are affected by certain mechanisms or adjustments that have a temporary or limited effect, namely, the Member Rate Stability Mechanism, Rural Economic Reserve Rider, and Non-Smelter Non-FAC PPA, all of which are explained in the Direct Testimony of John Wolfram, Tab. 73 to the application.

The rates contained in this notice are the rates proposed by Big Rivers; however, the Commission may order rates to be charged that differ from the proposed rates. Such action may result in rates for members other than the rates proposed by Big Rivers and contained in this notice.

Any corporation, association, or person with a substantial interest in this matter may request to intervene, by written request or motion, within thirty (30) days after the date of mailing of this notice of the proposed rate changes, although the Public Service Commission may grant intervention beyond the thirty (30) day period for good cause shown. The request to intervene shall be submitted to the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602, and shall set forth the grounds for the request including the status and interest of the party.

Any person who has been granted intervention by the Commission may obtain copies of the rate application and any other filings made by Big Rivers by contacting Big Rivers at the address and telephone number shown above. Any person may examine the rate application, filed testimony and any other filings made by Big Rivers at the main offices of Big Rivers, located at the address shown above, or at the offices of the Commission, located at 211 Sower Boulevard, Frankfort, Kentucky, telephone number (502) 564-3490.

Sincerely yours,

A handwritten signature in black ink, reading "Mark A. Bailey". The signature is written in a cursive style with a large, stylized "B" and "A".

Mark A Bailey
President and CEO

BIG RIVERS ELECTRIC CORPORATION

Schedule Showing the Amount of Rate Change Requested in Both Dollar Amounts and Percentage Change for Each Customer Classification for which the Proposed Rate Change will Apply

	Dollar Amount of Rate Change	Percentage Change
Rural Delivery Service RDS	\$ 40,676,278	29.4%
Large Industrial Customer LIC	\$ 8,247,929	17.9%
Smelters*	\$ 25,551,913	15.6%

*The rate for the Smelters is based upon the Large Industrial Customer LIC rate

BIG RIVERS ELECTRIC CORPORATION

Schedule Showing the Present and Proposed Rates for Each Customer Classification for which the Proposed Rate Change will Apply

Rate Schedule	Present Rate	Proposed Rate
<u>Rural Delivery Service (RDS)</u>		
Demand Charge	\$ 9.5000 / kW / Month	\$ 16.9500 / kW / Month
Energy Charge	\$ 0.029736 / kWh	\$ 0.030000 / kWh
<u>Large Industrial Customer (LIC)</u>		
Demand Charge	\$ 10.5000 / kW / Month	\$ 12.4100 / kW / Month
Energy Charge	\$ 0.024505 / kWh	\$ 0.030000 / kWh
<u>Cogeneration/Small Power Production Sales – Over 100 KW (QFS)</u>		
Demand Charge – Weekly	\$ 2.192 / kW / Week	\$ 3.955 / kW / Week
Energy Charge	\$ 0.029736 / kWh	\$ 0.030000 / kWh

Note: There are no customers currently served under the Cogeneration / Small Power Production Sales – Over 100 KW (QFS) tariff.

BIG RIVERS ELECTRIC CORPORATION

Schedule Showing the Effect Upon the Average Bill for Customer Classification for which the Proposed Rate Change will Apply

	<u>Average Bill at Present Rates</u>	<u>Average Bill at Proposed Rates</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Rural Delivery Service (RDS)	\$ 3,836,697	\$ 4,966,593	\$ 1,129,897	29.4%
Large Industrial Customer (LIC)	\$ 191,934	\$ 226,300	\$ 34,366	17.9%
Smelters*	\$ 13,646,340	\$ 15,775,666	\$ 2,129,326	15.6%

Note: For the Rural Delivery Service (RDS) the average represents the average bill for the three members served under the rate, and for the Large Industrial Customer rate (LIC) the average represents the average bill for the twenty industrial customers served under the rate.

*For the Smelters, the average represents the annual estimated Smelter billing amounts, as derived from the Large Industrial Customer (LIC) rate, divided by 12.

BIG RIVERS ELEC CORPORATION
Cost of Service Study
Billing Determinants - Present and Proposed Rates

12 Months Ended
August 31, 2014

Rate	Billing Determinants	Current Rate		Proposed Rate		Variance	
		Charge	Billings	Charge	Billings	Billings	
<u>Rural Delivery Point Service</u>							
Demand Charge	CP	5,322,297 kW-Mo	9.50 /kW-Mo	\$ 50,561,820	16.95 /kW-Mo	\$ 90,190,052	\$ 39,628,232
Energy Charge		2,436,557,000 kWh	\$ 0.029736 /kWh	72,453,459	\$ 0.030000 /kWh	73,096,710	643,251
Total Demand and Energy Charges			0.050487	\$ 123,015,279	0.067015	\$ 163,286,762	\$ 40,271,483
Non-Smelter Non-FAC PPA			(0.000781)	(1,903,467)	(0.000781)	(1,903,467)	-
FAC			0.005141	12,526,275	0.005141	12,526,275	-
Environmental Surcharge			0.003578	8,718,352	0.003744	9,123,147	404,795
Surcredit			(0.001738)	(4,235,358)	(0.001738)	(4,235,358)	-
Total		2,436,557,000 kWh	0.056687	\$ 138,121,080	0.073381	\$ 178,797,359	\$ 40,676,278
Increase	\$					\$ 40,676,278	
Increase	%					29.4%	
<u>Large Industrial Customer Delivery Point Service</u>							
Demand Charge	NCP	1,674,594 kW-Mo	10.50 /kW-Mo	\$ 17,583,237	12.41 /kW-Mo	\$ 20,788,374	\$ 3,205,137
Energy Charge		943,698,679 kWh	\$ 0.024505 /kWh	23,125,336	\$ 0.030000 /kWh	\$ 28,310,960	\$ 5,185,624
Total Demand and Energy Charges			0.043137	\$ 40,708,573		\$ 49,099,334	\$ 8,390,761
Non-Smelter Non-FAC PPA			(0.000781)	(737,229)	(0.000781)	(737,229)	-
FAC			0.005125	4,836,245	0.005125	4,836,245	-
Environmental Surcharge			0.003109	2,933,572	0.002957	2,790,740	(142,833)
Surcredit			(0.001777)	(1,677,110)	(0.001777)	(1,677,110)	-
Total		943,698,679 kWh	0.048812	\$ 46,064,053	0.057552	\$ 54,311,981	\$ 8,247,929
Increase	\$					\$ 8,247,929	
Increase	%					17.9%	

BIG RIVERS ELEC CORPORATION
Cost of Service Study
Billing Determinants - Present and Proposed Rates

12 Months Ended
August 31, 2014

Rate	Billing Determinants	Current Rate		Proposed Rate		Variance
		Charge	Billings	Charge	Billings	Billings
<u>Smelter</u>						
Base Energy Charge						
Base Fixed Energy Charge	3,159,206,400 kWh	0.039432 /kWh	\$ 124,573,827	\$ 0.047603 /kWh	\$ 150,387,702	\$ 25,813,875
Base Variable Energy Charge	- kWh	0.012470 /kWh	-	\$ 0.021806 /kWh	-	-
Total Base Energy Charge	<u>3,159,206,400 kWh</u>	0.039432	<u>\$ 124,573,827</u>		<u>\$ 150,387,702</u>	<u>\$ 25,813,875</u>
Other Charges or Credits						
TIER Adjustment Charge		0.002950	\$ 9,319,659	0.002950	\$ 9,319,659	\$ -
Non-FAC PPA		(0.000369)	(1,165,347)	(0.000369)	\$ (1,165,347)	-
FAC		0.005121	16,176,808	0.005121	\$ 16,176,808	-
Environmental Surcharge		0.002829	8,938,660	0.002746	\$ 8,676,698	(261,962)
Surcharge		0.001872	5,912,468	0.001872	\$ 5,912,468	-
Total	3,159,206,400	0.051835	<u>\$ 163,756,075</u>	0.059923	<u>\$ 189,307,988</u>	<u>\$ 25,551,913</u>
Increase \$					<u>\$ 25,551,913</u>	
Increase %					15.6%	
TOTAL						
	6,539,462,079	0.053206	\$ 347,941,208	0.064595	<u>\$ 422,417,328</u>	<u>\$ 74,476,120</u>
INCREASE						
				0.011389	<u>\$ 74,476,120</u>	21.40%

BIG RIVERS ELEC CORPORATION
Cost of Service Study
Billing Determinants - Present and Proposed Rates

12 Months Ended
August 31, 2014

		Current Rate		Proposed Rate		Variance	
Rate	Billing Determinants	Charge	Billings	Charge	Billings	Billings	
Notes	Note A: Base Rate is the rate resulting from the application of the Large Industrial Rate to a load with a 98% load factor, plus \$0.0025/kWh.						
		Current		Proposed			
	Large Industrial Demand Charge	10.50		12.41			
	Hours {730 hrs * 98%}	715.4		715.4			
	Demand Charge per kWh	\$	0.014677	\$	0.017353		
	Energy Charge		0.024505		0.030000		
	Plus:		0.000250		0.000250		
	Total	\$	<u>0.039432</u>	\$	<u>0.047603</u>		
	Note B: Base Variable Energy Charge equals the total of the FAC Base, Environmental Surcharge Base, and Non-FAC PPA Base						
	FAC Base	\$	0.01072	\$	0.01072	\$	0.0209
	Environmental Surcharge Base		-		-		
	Non-FAC PPA Base		0.000874		0.000874		
	Total Base Variable Energy Charge	\$	<u>0.012470</u>	\$	<u>0.011594</u>		

BIG RIVERS ELEC CORPORATION
Cost of Service Study
Billing Determinants - Present and Proposed Rates

12 Months Ended
August 31, 2014

Rate	Billing Determinants	Current Rate			Proposed Rate			Variance
		Charge		Billings	Charge		Billings	Billings
Notes	Note C: ES is calculated on the basis of Total Adjusted Revenues							
	ES Revenues	42%	R \$	8,718,352	44%	R \$	9,123,147	\$ 404,795
		14%	LI \$	2,933,572	14%	LI \$	2,790,740	\$ (142,833)
		43%	S \$	8,938,660	42%	S \$	8,676,698	\$ (261,962)
		100%	Total \$	20,590,584	100%	Total \$	20,590,584	\$ -
	Total Adj Revenue	42%	R \$	133,638,087	44%	R \$	173,909,570	\$ 40,271,483
		14%	LI \$	44,807,590	14%	LI \$	53,198,351	\$ 8,390,761
		44%	S \$	139,585,288	42%	S \$	165,399,163	\$ 25,813,875
		100%	Total \$	318,030,964	100%	Total \$	392,507,084	\$ 74,476,120
	Note D: Retail rate increases estimated using approximate distribution cost adder							
	RDS Distr Adder	0.03300						
	LIC Dist Adder	0.00200						
	RDS	0.089687			0.106381			0.016694 19%
	LIC	0.050812			0.059552			0.008740 17%

BIG RIVERS ELECTRIC CORPORATION
Cost of Service Study
Summary of Proposed Increase

12 Months Ended
August 31, 2014

Class	Total Revenue at Current Rates (\$)	Total Revenue at Proposed Rates (\$)	Increase (\$)	Increase (%)
Rural	138,121,080	178,797,359	40,676,278	29.4%
Large Industrial	46,064,053	54,311,981	8,247,929	17.9%
Smelter	163,756,075	189,307,988	25,551,913	15.6%
Total	347,941,208	422,417,328	74,476,120	21.4%

BIG RIVERS ELECTRIC CORPORATION
Cost of Service Study
Estimate of Retail Rate Increase

12 Months Ended
August 31, 2014

		<u>Current</u>	<u>Proposed</u>	<u>Increase</u>	<u>Increase</u>
<u>Rural Delivery Service</u>					
Estimated Retail Rate (\$/kWh)					
All-In Wholesale Rate		0.056687	0.073381	0.016694	29.4%
Estimated Retail Distr Cost Adder		0.033000	0.033000		
Total Retail Rate Estimate		0.089687	0.106381	0.016694	18.6%
Estimated Billings (\$/Month)					
Monthly Usage	100 kWh	\$ 8.97	\$ 10.64	\$ 1.67	18.6%
	200	\$ 17.94	\$ 21.28	\$ 3.34	18.6%
	300	\$ 26.91	\$ 31.91	\$ 5.00	18.6%
	400	\$ 35.87	\$ 42.55	\$ 6.68	18.6%
	500	\$ 44.84	\$ 53.19	\$ 8.35	18.6%
	600	\$ 53.81	\$ 63.83	\$ 10.02	18.6%
	700	\$ 62.78	\$ 74.47	\$ 11.69	18.6%
	800	\$ 71.75	\$ 85.10	\$ 13.35	18.6%
	900	\$ 80.72	\$ 95.74	\$ 15.02	18.6%
	1000	\$ 89.69	\$ 106.38	\$ 16.69	18.6%
	1100	\$ 98.66	\$ 117.02	\$ 18.36	18.6%
	1200	\$ 107.62	\$ 127.66	\$ 20.04	18.6%
	1300	\$ 116.59	\$ 138.30	\$ 21.71	18.6%
	1400	\$ 125.56	\$ 148.93	\$ 23.37	18.6%
	1500	\$ 134.53	\$ 159.57	\$ 25.04	18.6%

Large Industrial Customer Service

Estimated Retail Rate (\$/kWh)					
All-In Wholesale Rate		0.048812	0.057552	0.008740	17.9%
Estimated Retail Distribution Cost Adder		0.002000	0.002000		
Total Retail Rate Estimate		0.050812	0.059552	0.008740	17.2%
Estimated Billings (\$/Month)					
Monthly Usage	500 kWh	\$ 25.41	\$ 29.78	\$ 4.37	17.2%
	600	\$ 30.49	\$ 35.73	\$ 5.24	17.2%
	700	\$ 35.57	\$ 41.69	\$ 6.12	17.2%
	800	\$ 40.65	\$ 47.64	\$ 6.99	17.2%
	900	\$ 45.73	\$ 53.60	\$ 7.87	17.2%
	1000	\$ 50.81	\$ 59.55	\$ 8.74	17.2%
	1100	\$ 55.89	\$ 65.51	\$ 9.61	17.2%
	1200	\$ 60.97	\$ 71.46	\$ 10.49	17.2%
	1300	\$ 66.06	\$ 77.42	\$ 11.36	17.2%
	1400	\$ 71.14	\$ 83.37	\$ 12.24	17.2%
	1500	\$ 76.22	\$ 89.33	\$ 13.11	17.2%
	1600	\$ 81.30	\$ 95.28	\$ 13.98	17.2%
	1700	\$ 86.38	\$ 101.24	\$ 14.86	17.2%
	1800	\$ 91.46	\$ 107.19	\$ 15.73	17.2%
	1900	\$ 96.54	\$ 113.15	\$ 16.61	17.2%
	2000	\$ 101.62	\$ 119.10	\$ 17.48	17.2%

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Notice of Intent. Utilities with gross annual revenues greater than \$1,000,000 shall file with the commission a written notice of intent to file a rate application at least four (4) weeks prior to filing their application. The notice of intent shall state whether the rate application will be supported by a historical test period or a fully forecasted test period. This notice shall be served upon the Attorney General, Utility Intervention and Rate Division.

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Response:

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Big Rivers filed its Notice of Intent with the Commission on December 4, 2012. A copy of that Notice of Intent is attached. A copy of that Notice of Intent was also served upon the Attorney General, Utility Intervention and Rate Division.

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC
ATTORNEYS AT LAW

December 3, 2012

RECEIVED

DEC 04 2012

PUBLIC SERVICE
COMMISSION

Mr. Jeff DeRouen
Executive Director
Public Service Commission
211 Sower Boulevard, P.O. Box 615
Frankfort, Kentucky 40602-0615

Re: Big Rivers Electric Corporation - Notice of Intent

Dear Mr. DeRouen:

Big Rivers Electric Corporation gives this notice pursuant to 807 KAR 5:001 Section 10(2), through counsel, of its intent to file no sooner than four weeks from today a notice of and application for a general adjustment in its rates. The general adjustment in rates will be supported by a fully forecasted test period.

A copy of this notice has been served upon the Kentucky Attorney General, Utility Intervention and Rate Division by regular mail, and a copy of this notice in a portable document format has been transmitted by electronic mail to the Attorney General's Office of Rate Intervention at rateintervention@ag.ky.gov.

Big Rivers notes that the Public Service Commission has proposed amendments to regulations that are relevant to this proceeding and that the effective date of those regulations is not yet known. Big Rivers is currently preparing its application under the existing regulations. To the extent that the proposed amendments are made effective prior to Big Rivers filing its notice of and application for a general adjustment in its rates, Big Rivers anticipates filing a motion for deviation to allow it to file under the presently existing regulations.

Please serve any order or other documents pertaining to this matter upon the following persons in addition to the undersigned:

Mark A. Bailey
President and CEO
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
Mark.Bailey@bigrivers.com
(270) 827-2561

Telephone (270) 926-4000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

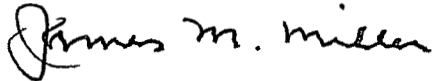
www.westkylaw.com

•Also Licensed in Indiana

Mr. Jeff DeRouen
Page 2
December 3, 2012

Albert Yockey
Vice President, Governmental Relations and Enterprise Risk
Management
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
albert.yockey@bigrivers.com
(270) 827-2561

Sincerely yours,

A handwritten signature in black ink that reads "James M. Miller". The signature is written in a cursive, flowing style.

James M. Miller
Counsel for Big Rivers Electric Corporation

cc: Mark A. Bailey
Albert Yockey
Kentucky Attorney General Office of Rate Intervention

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

Tab No. 12
Filing Requirement
807 KAR 5:001 Sec. 10(3)
Sponsoring Witness: Albert M. Yockey

Description of Filing Requirement:

Form of notice to customers. Every utility filing an application pursuant to this section shall notify all affected customers in the manner prescribed herein. The notice shall include the following information:

(a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply;

(b) The present rates and the proposed rates for each customer class to which the proposed rates would apply;

(c) Electric, gas, water and sewer utilities shall include the effect upon the average bill for each customer class to which the proposed rate change will apply;

(d) Local exchange companies shall include the effect upon the average bill for each customer class for the proposed rate change in basic local service;

Big Rivers Electric Corporation

Case No. 2012-00535

Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

- 1 (e) *A statement that the rates contained in this notice*
2 *are the rates proposed by (name of utility); however,*
3 *the Public Service Commission may order rates to*
4 *be charged that differ from the proposed rates*
5 *contained in this notice;*
- 6 (f) *A statement that any corporation, association, or*
7 *person with a substantial interest in the matter*
8 *may, by written request, within thirty (30) days*
9 *after publication or mailing of this notice of the*
10 *proposed rate changes request to intervene;*
11 *intervention may be granted beyond the thirty (30)*
12 *day period for good cause shown;*
- 13 (g) *A statement that any person who has been granted*
14 *intervention by the commission may obtain copies of*
15 *the rate application and any other filings made by*
16 *the utility by contacting the utility through a name*
17 *and address and phone number stated in this*
18 *notice;*
19

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

- 1
- 2 (h) *A statement that any person may examine the rate*
- 3 *application and any other filings made by the*
- 4 *utility at the main office of the utility or at the*
- 5 *commission's office indicating the addresses and*
- 6 *telephone numbers of both the utility and the*
- 7 *commission; and*
- 8 (i) *The commission may grant a utility with annual*
- 9 *gross revenues greater than \$1,000,000, upon*
- 10 *written request, permission to use an abbreviated*
- 11 *form of published notice of the proposed rates*
- 12 *provided the notice includes a coupon which may be*
- 13 *used to obtain all of the information required*
- 14 *herein.*
- 15

16 **Response:**

17 The notice Big Rivers provided to its three customers

18 (Jackson Purchase Energy Corporation, Kenergy Corp., and

19 Meade County Rural Electric Cooperative Corporation) is

20 included as an attachment to Filing Requirement 807 KAR

21 5:001 Sec. 10(1)(b)(9) at Tab No. 10.

22

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Manner of notification. Sewer utilities shall give the required typewritten

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notice by mail to all of their customers pursuant to KRS 278.185.

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Response:

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This filing requirement is not applicable as Big Rivers is not a sewer

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utility.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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*Applicants with twenty (20) or fewer customers affected by the proposed
general rate adjustment shall mail the required typewritten notice to each
customer no later than the date the application is filed with the
commission.*

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Response:

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Big Rivers mailed the required notice to its only three
customers (Jackson Purchase Energy Corporation, Kenergy
Corp., and Meade County Rural Electric Cooperative
Corporation) on or before the date the application was filed
with the Commission. A copy of the notice is included as an
attachment to Filing Requirement 807 KAR 5:001 Sec.
10(1)(b)(9) at Tab No. 10.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Except for sewer utilities, applicants with more than twenty (20) customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods:

1. A typewritten notice mailed to all customers no later than the date the application is filed with the commission;

2. Publishing the notice in a trade publication or newsletter which is mailed to all customers no later than the date on which the application is filed with the PSC; or

3. Publishing the notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in the utility's service area, the first publication to be made within seven (7) days of the filing of the application with the commission.

21

Response:

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23

This filing requirement is not applicable as Big Rivers has less than 20 customers.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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8 **Description of Filing Requirement:**

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15 **Response:**

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Manner of notification. If the notice is published, an affidavit from the publisher verifying the notice was published, including the dates of the publication with an attached copy of the published notice, shall be filed with the commission no later than forty-five (45) days of the filed date of the application.

Big Rivers mailed the notice to its customers pursuant to 807 KAR 5:001 Section 10(4)(b) rather than publishing the notice. A copy of the notice is included as an attachment at Tab No. 10.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 17
Filing Requirement
807 KAR 5:001 Sec. 10(4)(e)
Sponsoring Witness: Mark A. Bailey

Description of Filing Requirement:

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If the notice is mailed, a written statement signed by the utility's chief officer in charge of Kentucky operations verifying the notice was mailed shall be filed with the Commission no later than thirty (30) days of the filed date of the application.

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Response:

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The written statement, signed by Big Rivers' President and Chief Executive Officer, is included as an attachment to Tab No. 10 of this Application.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Response:

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Tab No. 18
Filing Requirement
807 KAR 5:001 Sec. 10(4)(f)
Sponsoring Witness: Albert M. Yockey

Manner of notification. All utilities, in addition to the above notification, shall post a sample copy of the required notification at their place of business no later than the date on which the application is filed which shall remain posted until the commission has finally determined the utility's rates.

Big Rivers has posted a sample copy of the notice at its place of business, which will remain posted until the Commission has finally determined Big Rivers' rates.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Notice of hearing scheduled by the commission upon application by a

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utility for a general adjustment in rates shall be advertised by the utility by

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newspaper publication in the areas that will be affected in compliance with

12

KRS 424.300.

13

Response:

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Big Rivers will comply with 807 KAR 5:001 Section 10(5).

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 20
Filing Requirement
807 KAR 5:001 Sec. 10(8)(a)
Sponsoring Witnesses: John Wolfram and DeAnna M. Speed

Description of Filing Requirement:

9

Financial data for forecasted period presented as pro forma adjustments to
base period.

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Response:

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See the attachment hereto, which is being filed with a Petition for

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Confidential Treatment, for financial data for the forecasted test period

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presented as adjustments to the base period.

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The pro forma adjustments are detailed in Exhibit Wolfram-2 in the

16

Direct Testimony of Mr. John Wolfram at Tab No. 73 (Filing Requirement

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807 KAR 5:001 10(9)(a)).

Big Rivers Electric Corporation
Case No. 2012-00535
Statement of Operations
Base Period with Adjustments to Forecast Period

Line Item	Base Period (May-12 to Apr-13)	Adjustments	Forecasted Period Budget (Sep-13 to Aug-14)
(\$ in 000s)			
Electric Energy Revenues			
Other Operating Revenue and Income	4,644	(948)	3,696
Total Oper Revenues & Patronage Capital			
Operation Expense-Production-excl fuel			
Operation Expense-Production-Fuel			
Operation Expense-Other Power Supply			
Operation Expense-Transmission			
Operation Expense - RTO/ISO			
Consumer Service & Informational Expense			
Operation Expense - Sales			
Operation Expense - Administrative & General			
Total Operation Expense			
Maintenance Expense-Production			
Maintenance Expense-Transmission			
Maintenance Expense-General Plant			
Total Maintenance Expense			
Depreciation & Amortization Expense	\$ 41,324	\$ 2,779	\$ 44,103
Taxes	1	-	1
Interest on Long-Term Debt	45,126	1,857	46,983
Interest Charged to Construction-Credit	(602)	(1,878)	(2,480)
Other Interest Expense	55	(55)	-
Other Deductions	402	189	591
Total Cost of Electric Service			
Operating Margins			
Interest Income	\$ 1,556	\$ 420	\$ 1,976
Other Capital Credits & Pat Dividends	1,277	1,429	2,706
Extraordinary Items	-	-	-
Net Patronage Capital or Margins			

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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8 **Description of Filing Requirement:**

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Forecasted adjustments shall be limited to the twelve (12) months

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immediately following the suspension period.

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12 **Response:**

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Big Rivers notes that forecasted adjustments in this filing are limited to

14

the twelve (12) months immediately following the suspension period.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Capitalization and net investment rate base shall be based on a 13-month

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average for the forecasted period.

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Response:

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Capitalization and net investment rate base are based on a 13-month

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average for the forecasted period.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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The utility shall provide a reconciliation of the rate base and capital used

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to determine its revenue requirements.

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Response:

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Please see page 1 of the attachment to this response for reconciliation of

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the rate base and capital. Please see pages 2-3 of the attachment to this

14

response for the capitalization schedule.

15

The calculation of rate base for the forecasted test period is included in

16

Tab 48. It should be noted, however, that a Contract 1.24 Times Interest

17

Earned Ratio ("TIER") was utilized to determine Big Rivers' revenue

18

requirement in this proceeding rather than a rate of return on rate base or

19

total capitalization.

Big Rivers Electric Corporation
Case No. 2012-00535
Reconciliation of Capitalization to Rate Base
Forecasted Test Year

Capitalization	
Members' Equity	\$ 404,125,400
Long-Term Debt	950,473,237
Total Capitalization	<u>\$ 1,354,598,637</u>
Assets Forecasted Not In Rate Base:	
Other Property and Investments	\$ (196,934,143)
Cash and Temporary Cash Investments	(90,619,686)
Accounts Receivable	(41,939,812)
Other Current Assets	(13,706,748)
Subtotal	<u>\$ (343,200,389)</u>
Liabilities Forecasted Not In Rate Base:	
Current Liabilities	\$ 39,366,926
Other Liabilities	142,162,490
Subtotal	<u>\$ 181,529,416</u>
Assets In Rate Base, Not Forecasted:	
Cash Working Capital	<u>\$ 25,642,732</u>
Subtotal	<u>\$ 25,642,732</u>
Total Rate Base	<u>\$ 1,218,570,396</u>

Big Rivers Electric Corporation
Case No. 2012-00535
Fully Forecasted Test Period 13-Month Average Capitalization

Item	August 2013	September 2013	October 2013	November 2013	December 2013	January 2014	February 2014
Capitalization (Forecast Period):							
Members' Equity	\$ 400,526,433	\$ 400,380,424	\$ 397,880,153	\$ 398,262,483	\$ 402,226,068	\$ 407,378,728	\$ 410,924,239
Long-Term Debt	929,245,728	946,144,027	946,155,461	943,125,909	943,230,747	952,242,475	949,187,600
Total	<u>\$ 1,329,772,161</u>	<u>\$ 1,346,524,451</u>	<u>\$ 1,344,035,614</u>	<u>\$ 1,341,388,392</u>	<u>\$ 1,345,456,815</u>	<u>\$ 1,359,621,203</u>	<u>\$ 1,360,111,839</u>
Capital Structure (Percentage of Total):							
Members' Equity	30.12%	29.73%	29.60%	29.69%	29.90%	29.96%	30.21%
Long-Term Debt	69.88%	70.27%	70.40%	70.31%	70.10%	70.04%	69.79%
Total	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>

Big Rivers Electric Corporation
Case No. 2012-00535
Fully Forecasted Test Period 13-Month Average Capitalization

Item	March 2014	April 2014	May 2014	June 2014	July 2014	August 2014	13-Month Average
Capitalization (Forecast Period):							
Members' Equity	\$ 411,566,815	\$ 404,915,892	\$ 400,696,168	\$ 402,605,195	\$ 406,330,306	\$ 409,937,292	\$ 404,125,400
Long-Term Debt	958,255,266	958,266,657	955,186,237	959,396,737	959,408,550	956,306,685	950,473,237
Total	<u>\$ 1,369,822,081</u>	<u>\$ 1,363,182,549</u>	<u>\$ 1,355,882,405</u>	<u>\$ 1,362,001,932</u>	<u>\$ 1,365,738,856</u>	<u>\$ 1,366,243,977</u>	<u>\$ 1,354,598,637</u>
Capital Structure (Percentage of Total):							
Members' Equity	30.05%	29.70%	29.55%	29.56%	29.75%	30.00%	29.83%
Long-Term Debt	69.95%	70.30%	70.45%	70.44%	70.25%	70.00%	70.17%
Total	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

Tab No. 24
Filing Requirement
807 KAR 5:001 Sec. 10(9)(a)
Sponsoring Witness: Mark A. Bailey

Description of Filing Requirement:

The prepared testimony of each witness the utility proposes to use to support its application which shall include testimony from the utility's chief officer in charge of Kentucky operations on the existing programs to achieve improvements in efficiency and productivity, including an explanation of the purpose of the program.

Response:

Direct testimony of each witness supporting Big Rivers' application is included in Volume V. of this application (Tabs 63 – 73). The following witnesses have provided direct testimony for this application:

1. Mark A. Bailey, Big Rivers' President and Chief Executive Officer (Tab No. 63), which includes testimony on Big Rivers' existing programs to achieve improvements in efficiency and productivity, including an explanation of the purpose of the programs.
2. Billie J. Richert, Vice President, Accounting & Interim Chief Financial Officer (Tab No. 64);

Big Rivers Electric Corporation

Case No. 2012-00535

Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

- 1 3. Albert M. Yockey, Big Rivers' Vice President, Governmental
2 Relations & Enterprise Risk Management (Tab No. 65);
- 3 4. Robert W. Berry, Big Rivers' Vice President, Production (Tab
4 No. 66);
- 5 5. David G. Crockett, Big Rivers' Vice President, System
6 Operations (Tab No. 67);
- 7 6. DeAnna M. Speed, Big Rivers' Manager, Budgets (Tab No. 68);
- 8 7. Lindsay N. Barron, Big Rivers' Managing Director, Energy
9 Services (Tab No. 69);
- 10 8. James V. Haner, Big Rivers' Vice President, Administrative
11 Service (Tab No. 70);
- 12 9. Ted J. Kelly, Principal, Burns & McDonnell (Tab No. 71);
- 13 10. Travis A. Siewert, Big Rivers' Senior Staff Accountant (Tab No.
14 72);
- 15 11. John Wolfram, Principal, Catalyst Consulting LLC (Tab No. 73).

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 25
Filing Requirement
807 KAR 5:001 Sec. 10(9)(b)
Sponsoring Witnesses: Robert W. Berry and David G. Crockett

Description of Filing Requirement:

Most recent capital construction budget containing at minimum a three (3) year forecast of construction expenditures.

Response:

Please see the attachment hereto, which is provided under a Petition for Confidential Treatment, for the most recent capital construction budget containing budgeted construction expenditures for the four (4) year period from 2013 through 2016. Note: Budgeted amounts exclude the City of Henderson's share of Station Two amounts and include capitalized interest.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Most recent capital construction budget containing at minimum a three (3)

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year forecast of construction expenditures.

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Response:

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Summary of Capital Construction Budget 2013 – 2016 - Submitted under

13

Petition for Confidential Treatment,

14

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 26
Filing Requirement
807 KAR 5:001 Sec. 10(9)(c)
Sponsoring Witness: Billie J. Richert

Description of Filing Requirement:

9 *Complete description, which may be filed in prefiled testimony form, of all*
10 *factors used in preparing the utility's forecast period. All economic models,*
11 *variables, assumptions, escalation factors, contingency provisions, and*
12 *changes in activity levels shall be quantified, explained, and properly*
13 *supported.*

14 **Response:**

15 Complete descriptions of all factors used to prepare the forecasted test
16 period are described in the Direct Testimonies of Ms. Richert, Mr. Yockey,
17 Mr. Berry, Mr. Crockett, Ms. Speed, Ms. Barron, Mr. Haner, Mr. Kelly,
18 Mr. Siewert and Mr. Wolfram at Tab Nos. 64, 66, 67, 68, 69, 70, 71, 72 and
19 73, respectively (Filing Requirement 807 KAR 5:001 Sec. 10(9)(a)).

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Annual and monthly budgets for the 12 months preceding filing date, base

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period and forecasted period.

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Response:

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See the attachments to this response, which are submitted under a

13

Petition for Confidential Treatment, for copies of annual and monthly

14

budgets for the 12 months preceding the filing date, base period and

15

forecasted period. Note that the 2012 budget encompasses the 12 months

16

preceding the filing date.

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	Jan-2012 Budget	Mar-2012 Budget	Mar-2012 Budget	Apr-2012 Budget	May-2012 Budget	Jun-2012 Budget	Jul-2012 Budget
Electric Energy Revenues							
Other Operating Revenue and Income	338	334	334	334	334	334	334
Total Oper Revenues & Patronage Capital							
Operation Expense-Production-excl fuel							
Operation Expense-Production-Fuel							
Operation Expense-Other Power Supply							
Operation Expense-Transmission							
Operation Expense - RTO/ISO							
Consumer Service & Informational Expense							
Operation Expense - Sales							
Operation Expense - Administrative & General							
Total Operation Expense							
Maintenance Expense-Production							
Maintenance Expense-Transmission							
Maintenance Expense-General Plant							
Total Maintenance Expense							

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

<u>Line Item</u>	<u>Aug-2012 Budget</u>	<u>Sep-2012 Budget</u>	<u>Oct-2012 Budget</u>	<u>Nov-2012 Budget</u>	<u>Dec-2012 Budget</u>	<u>Total</u>
Electric Energy Revenues						
Other Operating Revenue and Income	334	334	334	334	334	4,012
Total Oper Revenues & Patronage Capital						
Operation Expense-Production-excl fuel						
Operation Expense-Production-Fuel						
Operation Expense-Other Power Supply						
Operation Expense-Transmission						
Operation Expense - RTO/ISO						
Consumer Service & Informational Expense						
Operation Expense - Sales						
Operation Expense - Administrative & General						
Total Operation Expense						
Maintenance Expense-Production						
Maintenance Expense-Transmission						
Maintenance Expense-General Plant						
Total Maintenance Expense						

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	Jan-2012 Budget	Mar-2012 Budget	Mar-2012 Budget	Apr-2012 Budget	May-2012 Budget	Jun-2012 Budget	Jul-2012 Budget
Depreciation & Amortization Expense	\$ 3,439	\$ 3,431	\$ 3,442	\$ 3,465	\$ 3,483	\$ 3,492	\$ 3,508
Taxes	0	0	0	1	0	0	0
Enterest on Long-Term Debt	3,769	3,552	3,768	3,684	3,786	3,684	3,777
Interest Charged to Construction-Credit	(1)	(12)	(54)	(98)	(38)	(51)	(68)
Other Interest Expense	0	0	0	0	0	0	0
Other Deductions	12	11	12	41	42	43	43
Total Cost of Electric Service							
Operating Margins							
Interest Income	\$ 5	\$ 6	\$ 4	\$ 7	\$ 6	\$ 6	\$ 5
Allowance for Funds Used during Const	0	0	0	0	0	0	0
Other Non-Operating Income - net	0	0	0	0	0	0	0
Other Capital Credits & Pat Dividends	0	0	0	24	0	0	0
Extraordinary Items	0	0	0	0	0	0	0
Net Patronage Capital or Margins							

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	Aug-2012 Budget	Sep-2012 Budget	Oct-2012 Budget	Nov-2012 Budget	Dec-2012 Budget	Total
Depreciation & Amortization Expense	\$ 3,517	\$ 3,522	\$ 3,525	\$ 3,539	\$ 3,548	\$ 41,911
Taxes	0	0	0	0	0	1
Enterest on Long-Term Debt	3,777	3,676	3,769	3,667	3,738	44,647
Interest Charged to Construction-Credit	(32)	(50)	(77)	(88)	(109)	(678)
Other Interest Expense	0	0	0	0	0	0
Other Deductions	41	41	43	42	45	416
Total Cost of Electric Service						
Operating Margins						
Interest Income	\$ 5	\$ 5	\$ 5	\$ 4	\$ 4	\$ 62
Allowance for Funds Used during Const	0	0	0	0	0	0
Other Non-Operating Income - net	0	0	0	0	0	0
Other Capital Credits & Pat Dividends	8	0	0	0	0	32
Extraordinary Items	0	0	0	0	0	0
Net Patronage Capital or Margins						

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	May-2012 Budget	Jun-2012 Budget	Jul-2012 Budget	Aug-2012 Budget	Sep-2012 Budget	Oct-2012 Budget	Nov-2012 Budget
Electric Energy Revenues							
Other Operating Revenue and Income	334	334	334	334	334	334	334
Total Oper Revenues & Patronage Capital							
Operation Expense-Production-excl fuel							
Operation Expense-Production-Fuel							
Operation Expense-Other Power Supply							
Operation Expense-Transmission							
Operation Expense - RTO/ISO							
Consumer Service & Informational Expense							
Operation Expense - Sales							
Operation Expense - Administrative & General							
Total Operation Expense							
Maintenance Expense-Production							
Maintenance Expense-Transmission							
Maintenance Expense-General Plant							
Total Maintenance Expense							

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

<u>Line Item</u>	<u>Dec-2012 Budget</u>	<u>Jan-2013 Budget</u>	<u>Feb-2013 Budget</u>	<u>Mar-2013 Budget</u>	<u>Apr-2013 Budget</u>	<u>Total</u>
Electric Energy Revenues						
Other Operating Revenue and Income	334	312	307	307	308	3,906
Total Oper Revenues & Patronage Capital						
Operation Expense-Production-excl fuel						
Operation Expense-Production-Fuel						
Operation Expense-Other Power Supply						
Operation Expense-Transmission						
Operation Expense - RTO/ISO						
Consumer Service & Informational Expense						
Operation Expense - Sales						
Operation Expense - Administrative & General						
Total Operation Expense						
Maintenance Expense-Production						
Maintenance Expense-Transmission						
Maintenance Expense-General Plant						
Total Maintenance Expense						

Case No. 2012-00535

Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d)

Sponsoring Witness: Billie J. Richert

Page 6 of 12

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	May-2012 Budget	Jun-2012 Budget	Jul-2012 Budget	Aug-2012 Budget	Sep-2012 Budget	Oct-2012 Budget	Nov-2012 Budget
Depreciation & Amortization Expense	\$ 3,483	\$ 3,492	\$ 3,508	\$ 3,517	\$ 3,522	\$ 3,525	\$ 3,539
Taxes	0	0	0	0	0	0	0
Interest on Long-Term Debt	3,786	3,684	3,777	3,777	3,676	3,769	3,667
Interest Charged to Construction-Credit	(38)	(51)	(68)	(32)	(50)	(77)	(88)
Other Interest Expense	0	0	0	0	0	0	0
Other Deductions	42	43	43	41	41	43	42
Total Cost of Electric Service							
Operating Margins							
Interest Income	\$ 6	\$ 6	\$ 5	\$ 5	\$ 5	\$ 5	\$ 4
Allowance for Funds Used during Const	0	0	0	0	0	0	0
Other Non-Operating Income - net	0	0	0	0	0	0	0
Other Capital Credits & Pat Dividends	0	0	0	8	0	0	0
Extraordinary Items	0	0	0	0	0	0	0
Net Patronage Capital or Margins							

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

<u>Line Item</u>	<u>Dec-2012 Budget</u>	<u>Jan-2013 Budget</u>	<u>Feb-2013 Budget</u>	<u>Mar-2013 Budget</u>	<u>Apr-2013 Budget</u>	<u>Total</u>
Depreciation & Amortization Expense	\$ 3,548	\$ 3,440	\$ 3,442	\$ 3,446	\$ 3,451	\$ 41,913
Taxes	0	0	0	0	1	1
Enterest on Long-Term Debt	3,738	3,802	3,494	3,929	3,836	44,935
Interest Charged to Construction-Credit	(109)	(2)	(6)	(22)	(46)	(589)
Other Interest Expense	0	0	0	0	0	0
Other Deductions	45	46	38	47	45	516
Total Cost of Electric Service						
Operating Margins						
Interest Income	\$ 4	\$ 171	\$ 170	\$ 170	\$ 168	\$ 719
Allowance for Funds Used during Const	0	0	0	0	0	0
Other Non-Operating Income - net	0	0	0	0	0	0
Other Capital Credits & Pat Dividends	0	0	0	1,238	25	1,271
Extraordinary Items	0	0	0	0	0	0
Net Patronage Capital or Margins						

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	Sep-2013 Budget	Oct-2013 Budget	Nov-2013 Budget	Dec-2013 Budget	Jan-2014 Budget	Feb-2014 Budget	Mar-2014 Budget
Electric Energy Revenues							
Other Operating Revenue and Income	308	308	307	307	312	307	308
Total Oper Revenues & Patronage Capital							
Operation Expense-Production-excl fuel							
Operation Expense-Production-Fuel							
Operation Expense-Other Power Supply							
Operation Expense-Transmission							
Operation Expense - RTO/ISO							
Consumer Service & Informational Expense							
Operation Expense - Sales							
Operation Expense - Administrative & General							
Total Operation Expense							
Maintenance Expense-Production							
Maintenance Expense-Transmission							
Maintenance Expense-General Plant							
Total Maintenance Expense							

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

<u>Line Item</u>	<u>Apr-2014 Budget</u>	<u>May-2014 Budget</u>	<u>Jun-2014 Budget</u>	<u>Jul-2014 Budget</u>	<u>Aug-2014 Budget</u>	<u>Total</u>
Electric Energy Revenues						
Other Operating Revenue and Income	308	307	308	308	308	3,696
Total Oper Revenues & Patronage Capital						
Operation Expense-Production-excl fuel						
Operation Expense-Production-Fuel						
Operation Expense-Other Power Supply						
Operation Expense-Transmission						
Operation Expense - RTO/ISO						
Consumer Service & Informational Expense						
Operation Expense - Sales						
Operation Expense - Administrative & General						
Total Operation Expense						
Maintenance Expense-Production						
Maintenance Expense-Transmission						
Maintenance Expense-General Plant						
Total Maintenance Expense						

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	Sep-2013 Budget	Oct-2013 Budget	Nov-2013 Budget	Dec-2013 Budget	Jan-2014 Budget	Feb-2014 Budget	Mar-2014 Budget
Depreciation & Amortization Expense	\$ 3,642	\$ 3,647	\$ 3,658	\$ 3,662	\$ 3,663	\$ 3,666	\$ 3,669
Taxes	0	0	0	0	0	0	0
Interest on Long-Term Debt	3,821	3,973	3,865	3,965	3,910	3,664	3,982
Interest Charged to Construction-Credit	(60)	(103)	(135)	(177)	(167)	(192)	(224)
Other Interest Expense	0	0	0	0	0	0	0
Other Deductions	43	47	45	66	52	45	48
Total Cost of Electric Service							
Operating Margins							
Interest Income	\$ 168	\$ 168	\$ 166	\$ 165	\$ 166	\$ 166	\$ 167
Allowance for Funds Used during Const.	0	0	0	0	0	0	0
Other Non-Operating Income - net	0	0	0	0	0	0	0
Other Capital Credits & Pat Dividends	0	0	0	0	0	0	2,706
Extraordinary Items	0	0	0	0	0	0	0
Net Patronage Capital or Margins							

Big Rivers Electric Corporation
Case No. 2012-00535
Annual and Monthly Budgets (in \$000's)
Twelve Months Preceding Filing Date - 12ME December 31, 2012

Line Item	Apr-2014 Budget	May-2014 Budget	Jun-2014 Budget	Jul-2014 Budget	Aug-2014 Budget	Total
Depreciation & Amortization Expense	\$ 3,675	\$ 3,691	\$ 3,705	\$ 3,710	\$ 3,715	\$ 44,103
Taxes	1	0	0	0	0	1
Enterest on Long-Term Debt	3,898	4,008	3,881	4,007	4,009	46,983
Interest Charged to Construction-Credit	(285)	(345)	(384)	(395)	(13)	(2,480)
Other Interest Expense	0	0	0	0	0	0
Other Deductions	46	45	64	44	46	591
Total Cost of Electric Service						
Operating Margins						
Interest Income	\$ 165	\$ 163	\$ 161	\$ 161	\$ 160	\$ 1,976
Allowance for Funds Used during Const	0	0	0	0	0	0
Other Non-Operating Income - net	0	0	0	0	0	0
Other Capital Credits & Pat Dividends	0	0	0	0	0	2,706
Extraordinary Items	0	0	0	0	0	0
Net Patronage Capital or Margins						

Case No. 2012-00535

Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d)

Sponsoring Witness: Billie J. Richert

Page 12 of 12

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Description of Filing Requirement:

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Statement of attestation signed by the utility's chief officer in charge of

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Kentucky operations which shall provide:

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1. That the forecast is reasonable, reliable, made in good faith and that

12

all basic assumptions used in the forecast have been identified and

13

justified;

14

2. That the forecast contains the same assumptions and methodologies

15

as used in the forecast prepared for use by management, or

16

identification and explanation of any differences; and

17

3. That productivity and efficiency gains are included in the forecast.

18

Response:

19

The required statement is attached to this response.

1 COMMONWEALTH OF KENTUCKY
2 BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
3
4

5 In the Matter of:

6
7 Application of Big Rivers Electric)
8 Corporation for a General) Case No. 2012-00535
9 Adjustment in Rates)
10
11

12 STATEMENT OF ATTESTATION

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14 COMMONWEALTH OF KENTUCKY)
15 COUNTY OF HENDERSON)
16

17 Now comes Mark A. Bailey, President and Chief Executive Officer ("CEO") of
18 Big Rivers Electric Corporation ("Big Rivers"), and pursuant to 807 KAR 5:001
19 Section 10(9)(e), attests as follows:

- 20 1. As Big Rivers' President and CEO, I am Big Rivers' chief officer in charge of
21 Kentucky operations.
- 22 2. The forecast for the fully forecasted test period that Big Rivers filed in this
23 case is reasonable, reliable, made in good faith, and all basic assumptions
24 used in the forecast have been identified and justified in the testimonies of
25 Big Rivers' witnesses and the tabs to the application.
- 26 3. The forecast contains the same assumptions and methodologies as used in
27 the forecast prepared for use by management.
- 28 4. Productivity and efficiency gains included in the forecast.
29 Further affiant sayeth not.

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Mark A. Bailey
Mark A. Bailey, Affiant

The foregoing Statement of Attestation was SUBSCRIBED AND SWORN to
before me by Mark Bailey, President and Chief Executive Officer for Big Rivers
Electric Corporation, on this the 15th day of January, 2013.

Paula Mitchell
Notary Public, State at Large,
Kentucky
My commission expires: 1-12-17

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013)

Tab No. 29
Filing Requirement
807 KAR 5:001 Sec. 10(9)(f)
Sponsoring Witnesses:
Robert W. Berry and David G. Crockett

Description of Filing Requirement:

For each major construction project which constitutes five (5) percent or more of the annual construction budget within the three (3) year forecast, the following information shall be filed:

- 1. The date the project was started or estimated starting date;*
- 2. The estimated completion date;*
- 3. The total estimated cost of construction by year exclusive and inclusive of allowance for funds used during construction ("AFUDC") or interest during construction credit; and*
- 4. The most recent available total costs incurred exclusive and inclusive of AFUDC or interest during construction credit.*

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013)

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3 **Response:**
4

5 Please see the attachment hereto, and which is provided
6 under a Petition for Confidential Treatment, for the
7 information requested for each major construction project
8 constituting five (5) percent of more of the annual
9 construction budget within the three (3) year forecast.

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Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013)

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Tab No. 29
Filing Requirement
807 KAR 5:001 Sec. 10(9)(f)
Sponsoring Witnesses:
Robert W. Berry and David G. Crockett

Description of Filing Requirement:

For each major construction project which constitutes five (5) percent or more of the annual construction budget within the three (3) year forecast, the following information shall be filed:

5. The date the project was started or estimated starting date;

6. The estimated completion date;

7. The total estimated cost of construction by year exclusive and inclusive of allowance for funds used during construction ("AFUDC") or interest during construction credit; and

8. The most recent available total costs incurred exclusive and inclusive of AFUDC or interest during construction credit.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013)

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Response:

Summary of Capital Construction Budgets – Submitted
under Petition for Confidential Treatment.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013)

1 **Tab No. 30**
2 **Filing Requirement**
3 **807 KAR 5:001 Sec. 10(9)(g)**
4 **Sponsoring Witnesses:**
5 **Robert W. Berry and David G. Crockett**
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8 **Description of Filing Requirement:**
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10 *For all construction projects which constitute less than five*
11 *(5) percent of the annual construction budget within the three*
12 *(3) year forecast, the utility shall file an aggregate of the*
13 *information requested in paragraph (f)3 and 4 of this*
14 *subsection.*

15 **Response:**
16

17 Please see the attachment hereto, and which is provided
18 under a Petition for Confidential Treatment, for the
19 requested information for all construction projects
20 constituting less than five (5) percent of the annual
21 construction budget within the three (3) year forecast.
22

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013)

Tab No. 30
Filing Requirement
807 KAR 5:001 Sec. 10(9)(g)
Sponsoring Witnesses:
Robert W. Berry and David G. Crockett

Description of Filing Requirement:

For all construction projects which constitute less than five (5) percent of the annual construction budget within the three (3) year forecast, the utility shall file an aggregate of the information requested in paragraph (f)3 and 4 of this subsection.

Response:

Summary of capital Construction Projects composing less than 5% of Annual Construction Budget – Submitted with Petition for Confidential Treatment.

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 31
Filing Requirement
807 KAR 5:001 Sec. 10(9)(h)
Sponsoring Witnesses: DeAnna M. Speed, John Wolfram, Lindsay N.
Barron, Robert W. Berry, James Haner and Travis A. Siewert

Description of Filing Requirement:

10 *Financial forecast for each of 3 forecasted years included in capital construction*
11 *budget supported by underlying assumptions made in projecting results of*
12 *operations and including the following information:*

- 13 1. *Operating income statement (exclusive of dividends per share or earnings*
14 *per share);*
- 15 2. *Balance sheet;*
- 16 3. *Statement of cash flows;*
- 17 4. *Revenue requirements necessary to support the forecasted rate of return;*
- 18 5. *Load forecast including energy and demand (electric);*
- 19 6. *Access line forecast (telephone);*
- 20 7. *Mix of generation (electric);*
- 21 8. *Mix of gas supply (gas);*
- 22 9. *Employee level;*
- 23 10. *Labor cost changes;*
- 24 11. *Capital structure requirements;*

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

- 1 12. *Rate base;*
- 2 13. *Gallons of water projected to be sold (water);*
- 3 14. *Customer forecast;*
- 4 15. *MCF sales forecasts (gas);*
- 5 16. *Toll and access forecast of number of calls and number of minutes*
- 6 *(telephone);*
- 7 17. *A detailed explanation of any other information provided.*

8 **Response:**

9 The information included in the financial forecast for years 2013-2016, the

10 forecasted years included in Big Rivers' capital construction budget, is included

11 on the page number or in the referenced tab listed below.

- 12 1. Operating income statement (exclusive of dividends per share or
- 13 earnings per share): Included as Attachment 1 to this response, and
- 14 which is filed under a Petition for Confidential Treatment.
- 15 2. Balance sheet: Included as Attachment 2 to this response.
- 16 3. Statement of cash flows: Included as Attachment 3 to this response.
- 17 4. Revenue requirements necessary to support the forecasted rate of
- 18 return: Included in Exhibit Wolfram-2 in the Direct Testimony of Mr.
- 19 John Wolfram at Tab No. 73 (Filing Requirement 807 KAR 5:001 Sec
- 20 10(9)(a)).

Big Rivers Electric Corporation

Case No. 2012-00535

Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

- 1 5. Load forecast including energy and demand (electric): Included as
2 Attachment 4 to this response.
- 3 6. Access line forecast (telephone): Not applicable to Big Rivers.
- 4 7. Mix of generation (electric): Included as Attachment 5 to this response,
5 and which is file dunder a Petition for Confidential Treatment.
- 6 8. Mix of gas supply (gas): Not applicable to Big Rivers.
- 7 9. Employee level: Included as Attachment 6 to this response.
- 8 10. Labor cost changes: Included as Attachment 7 to this response.
- 9 11. Capital structure requirements: Included as Attachment 8 to this
10 response.
- 11 12. Rate base: Included as Attachment 9 to this response.
- 12 13. Gallons of water projected to be sold (water): Not applicable to Big
13 Rivers.
- 14 14. Customer forecast: Not applicable to Big Rivers.
- 15 15. MCF sales forecasts (gas): Not applicable to Big Rivers.
- 16 16. Toll and access forecast of number of calls and number of minutes
17 (telephone): Not applicable to Big Rivers.
- 18 17. A detailed explanation of any other information provided: Not
19 applicable.

Big Rivers Electric Corporation
Case No. 2012-00535
Statement of Operations - Attachment 1
(2013-2016 Budget)

Line Item (in \$000s)	Budget (Calendar Year)			
	2013	2014	2015	2016
Electric Energy Revenues				
Income From Leased Property Net	-	-	-	-
Other Operating Revenue and Income	3,697	3,696	3,697	3,696
TOTAL OPER. REVENUES & PATRONAGE CAPITAL				
Operating Expense-Production-Excluding Fuel				
Operating Expense-Production-Fuel				
Operating Expense-Other Power Supply				
Operating Expense-Transmission				
Operating Expense-RTO/ISO				
Operating Expense-Distribution				
Operating Expense-Customer Accounts				
Operating Expense-Customer Service and Information				
Operating Expense-Sales				
Operating Expense-Administrative and General				
TOTAL OPERATION EXPENSE				
Maintenance Expense-Production				
Maintenance Expense-Transmission				
Maintenance Expense-Distribution				
Maintenance Expense-General Plant				
TOTAL MAINTENANCE EXPENSE				
Depreciation and Amortization Expense	\$ 42,314	\$ 44,910	\$ 46,847	\$ 47,800
Taxes	1	1	1	1
Interest on Long-Term Debt	46,306	47,163	47,086	46,728
Interest Charged to Construction - Credit	(773)	(2,103)	(499)	(368)
Other Interest Expense	-	-	-	-
Asset Retirement Obligation	-	-	-	-
Other Deductions	577	590	594	445
TOTAL COST OF ELECTRIC SERVICE				
OPERATING MARGINS				
Interest Income	\$ 2,019	\$ 1,950	\$ 1,880	\$ 1,819
Allowance For Funds Used During Construction	-	-	-	-
Income (Loss) From Equity Investments	-	-	-	-
Other Non-Operating Income (Net)	-	-	-	-
Generation and Transmission Capital Credits	-	-	-	-
Other Capital Credits and Patronage Dividends	1,271	2,707	2,623	2,539
Extraordinary Items	-	-	-	-
NET PATRONAGE CAPITAL OR MARGIN				

Big Rivers Electric Corporation
Case No. 2012-00535
Balance Sheet - Attachment 2
(2013-2016 Budget)

Line Item (in \$000s)	Budget (Calendar Year)			
	2013	2014	2015	2016
Total Utility Plant in Service	\$ 2,048,694	\$ 2,146,254	\$ 2,182,940	\$ 2,212,189
Construction Work in Progress	72,198	40,000	40,000	40,000
Total Utility Plant	2,120,892	2,186,254	2,222,940	2,252,189
Accum. Provision for Depreciation and Amort.	1,001,364	1,038,492	1,077,522	1,119,897
NET UTILITY PLANT	\$ 1,119,528	\$ 1,147,762	\$ 1,145,418	\$ 1,132,292
Non-Utility Property (Net)	\$ -	\$ -	\$ -	\$ -
Invest. In Assoc. Org - Patronage Capital	4,154	4,315	3,717	3,552
Invest. In Assoc. - Other - General Funds	42,554	41,198	39,768	38,260
Other Investments	15	15	15	15
Special Funds	1,050	1,050	1,050	1,050
Special Funds (Transition Reserve)	35,125	35,231	35,336	35,442
Special Funds (Economic Reserve)	54,301	21,288	-	-
Special Funds (Rural Economic Reserve)	65,596	66,812	55,944	26,910
TOTAL OTHER PROPERTY AND INVESTMENTS	\$ 202,795	\$ 169,909	\$ 135,830	\$ 105,229
Cash - General Funds	\$ 6	\$ 6	\$ 6	\$ 6
Cash - Construction Funds - Trustee	-	-	-	-
Special Deposits	600	600	600	600
Temporary Investments	82,843	80,947	82,865	91,522
Accounts Receivable - Sales of Energy (Net)	42,258	43,404	42,122	43,425
Accounts Receivable - Other (Net)	1,220	1,220	1,220	1,220
Fuel Stock	33,184	34,240	36,193	36,843
Materials and Supplies - Other	26,891	27,680	28,484	29,322
Prepayments	4,182	4,376	4,582	4,711
Other Current and Accrued Assets	710	710	710	710
TOTAL CURRENT AND ACCRUED ASSETS	\$ 191,894	\$ 193,183	\$ 196,782	\$ 208,359
Unamortized Debt Discount & Extraor. Prop. Losses	\$ 4,831	\$ 4,438	\$ 4,044	\$ 3,786
Regulatory Assets	6,152	4,447	6,386	4,952
Other Deferred Debits	2,421	2,026	1,504	984
Accumulated Deferred Income Taxes	-	-	-	-
TOTAL ASSETS AND OTHER DEBITS	\$ 1,527,621	\$ 1,521,765	\$ 1,489,964	\$ 1,455,602

Big Rivers Electric Corporation
Case No. 2012-00535
Balance Sheet - Attachment 2
(2013-2016 Budget)

Line Item (in \$000s)	Budget (Calendar Year)			
	2013	2014	2015	2016
TOTAL MARGINS & EQUITY	\$ 402,226	\$ 413,651	\$ 425,057	\$ 433,547
Long-Term Debt - RUS	\$ 218,127	\$ 226,356	\$ 235,072	\$ 244,305
Long-Term Debt - Other	725,104	730,731	707,828	682,607
TOTAL LONG-TERM DEBT	\$ 943,231	\$ 957,087	\$ 942,900	\$ 926,912
Notes Payable	\$ -	\$ -	\$ -	\$ -
Accounts Payable	20,184	20,935	24,351	25,714
Accounts Payable (TIER Rebate)	-	-	-	-
Taxes Accrued	810	963	922	964
Interest Accrued	4,890	4,759	4,723	4,656
Other Current and Accrued Liabilities	8,290	8,290	8,290	8,290
Other Current and Accrued Liabilities (Purchased Power)	-	-	-	-
TOTAL CURRENT AND ACCRUED LIABILITIES	\$ 34,174	\$ 34,947	\$ 38,286	\$ 39,624
Deferred Credits	\$ 1,921	\$ 1,012	\$ -	\$ -
Deferred Credits (Economic Reserve)	54,301	21,288	-	-
Deferred Credits (Rural Economic Reserve)	65,595	66,812	55,943	26,909
Accumulated Operating Provisions	26,173	26,968	27,778	28,610
Obligation under Capital Leases - Noncurrent	-	-	-	-
TOTAL LIABILITIES AND OTHER CREDITS	\$ 1,527,621	\$ 1,521,765	\$ 1,489,964	\$ 1,455,602

Big Rivers Electric Corporation
Case No. 2012-00535
Statement of Cash Flows - Attachment 3
(2013-2016 Budget)

Line Item	Budget (Calendar Year)			
(in \$000s)	2013	2014	2015	2016
Cash Flows From Operating Activities:				
Net Margin	\$ 4,947	\$ 11,425	\$ 11,406	\$ 8,493
Adjustments to reconcile net margin to net cash provided by operating activities:				
Depreciation and amortization	\$ 45,656	\$ 48,372	\$ 50,458	\$ 51,496
Interest compounded - RUS Series A Note	44	47	50	53
Interest compounded - RUS Series B Note	7,724	8,182	8,666	9,180
Noncash member rate mitigation revenue	(34,026)	(32,496)	(36,491)	(28,630)
Changes in certain assets and liabilities:				
Other property	812	1,194	2,028	1,673
Accounts receivable	7,462	(1,146)	1,282	(1,303)
Inventories	(1,895)	(1,845)	(2,757)	(1,489)
Prepayments	27	(195)	(205)	(129)
Other current assets	-	-	-	-
Accounts payable	(7,136)	750	3,417	1,363
Taxes accrued	580	153	(41)	42
Other accruals	899	(504)	1,209	1,174
Net cash provided by operating activities	\$ 25,094	\$ 33,937	\$ 39,022	\$ 41,923
Cash Flows From Investing Activities:				
Capital expenditures	\$ (79,140)	\$ (74,503)	\$ (47,615)	\$ (38,002)
Net proceeds from restricted investments	26,673	33,187	33,434	29,958
Net cash provided by (used in) investing activities	\$ (52,467)	\$ (41,316)	\$ (14,181)	\$ (8,044)
Cash Flows From Financing Activities:				
Net principal payments on debt obligations	\$ 10,219	\$ 5,628	\$ (22,903)	\$ (25,221)
Debt issuance cost	(1,420)	(20)	(20)	-
Line of Credit (Upfront Fee)	-	(125)	-	-
Net cash provided by (used in) financing activities	\$ 8,799	\$ 5,483	\$ (22,923)	\$ (25,221)
Net increase (decrease) in cash and cash equivalents	\$ (18,574)	\$ (1,896)	\$ 1,918	\$ 8,658
Cash and Cash Equivalents - Beginning of Period	\$ 101,423	\$ 82,849	\$ 80,952	\$ 82,870
Cash and Cash Equivalents - End of Period	\$ 82,849	\$ 80,952	\$ 82,870	\$ 91,527

Big Rivers Electric Corporation
Case No. 2012-00535
Load Forecast Including Energy and Demand -
Attachment 4
(2013-2016 Budget)

<u>MWh (2013-2016):</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Rural	2,409,830	2,448,796	2,479,656	2,519,437
Large Industrial	943,027	943,699	943,699	944,107
Smelter ¹	5,820,542	3,159,206	3,159,206	3,167,862
Total	9,173,399	6,551,701	6,582,561	6,631,406

<u>kW (2013-2016):</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Rural	5,267,190	5,346,949	5,410,429	5,491,859
Large Industrial	1,673,294	1,674,594	1,674,594	1,674,594
Smelter ²	8,272,000	4,416,000	4,416,000	4,416,000
Total	15,212,484	11,437,543	11,501,023	11,582,453

¹ Reflects Century contract termination August 20, 2013

² Smelter kW is based on Smelter Contract Base Demand. Reflects Century contract termination August 20, 2013

Big Rivers Electric Corporation
Case No. 2012-00535
Mix of Generation - Attachment 5
(2013-2016 Budget)

	2013 Budget		2014 Budget		2015 Budget		2016 Budget	
	Net Generation (MWH)	Percent of Total Generation	Net Generation (MWH)	Percent of Total Generation	Net Generation (MWH)	Percent of Total Generation	Net Generation (MWH)	Percent of Total Generation
Green 1								
Green 2								
Station 2 - Unit 1								
Station 2 - Unit 2								
Coleman 1								
Coleman 2								
Coleman 3								
Wilson 1								
Reid 1								
Reid CT								
Total								

**Big Rivers Electric Corporation
Case No. 2012-00535
Employee Level - Attachment 6
(2013-2016 Budget)**

Estimated Number of Full-Time Employees

as of 11/30/2013*	627
as of 12/31/2013*	535
as of 12/31/2014	536
as of 12/31/2015	536
as of 12/31/2016	536

* Workforce reduction related to the lay-up of Wilson Station in 2013 is effective 12/1/13.

**Big Rivers Electric Corporation
Case No. 2012-00535
Labor Cost Changes - Attachment 7
(2013-2016 Budget)**

Budget Year	Total Wages	Increase/(Decrease) from Prior Year	Percentage Change from Prior Year *
2012 Budget	\$ 51,082,286		0.00%
2013 Budget	\$ 49,612,430	\$ (1,469,856)	-2.88%
2014 Budget	\$ 44,408,069	\$ (5,204,361)	-10.49%
2015 Budget	\$ 45,481,137	\$ 1,073,068	2.42%
2016 Budget	\$ 46,509,871	\$ 1,028,733	2.26%

* Big Rivers budgeted a headcount decrease of 92 employees effective December 1, 2013, due to the lay-up of Wilson Station. The 2014 Budget reflects a full year of wages at reduced headcount. The 2015 Budget reflects an annual increase in wages and salaries of 2.25% and an increase in benefit costs of 3%. The 2016 Budget reflects an annual increase in wages and salaries of 2% and an increase in benefit costs of 3%.

Note: A Pro Forma adjustment for the reduction of \$1,558,742 in wages (and an additional \$1,036,716 benefits) has been submitted. This has not been deducted from 2013 Budget or Forecasted Test Period shown above.

Big Rivers Electric Corporation
Case No. 2012-00535
Capital Structure Requirements - Attachment 8
(2013-2016 Budget)

Item	December 2013	December 2014	December 2015	December 2016
<u>Capitalization (\$ in Thousands):</u>				
Members' Equity	\$ 402,226	\$ 413,651	\$ 425,057	\$ 433,547
Long-Term Debt	943,231	957,087	942,900	926,912
Total	<u>\$ 1,345,457</u>	<u>\$ 1,370,738</u>	<u>\$ 1,367,957</u>	<u>\$ 1,360,459</u>

Capital Structure (Percentage of Total):

Members' Equity	29.90%	30.18%	31.07%	31.87%
Long-Term Debt	70.10%	69.82%	68.93%	68.13%
Total	100.00%	100.00%	100.00%	100.00%

Big Rivers Electric Corporation
Case No. 2012-00535
Rate Base - Attachment 9
(2013-2016 Budget)

Item	2013	2014	2015	2016
Rate Base				
Utility Plant in Service	\$ 2,030,707,382	\$ 2,093,180,421	\$ 2,164,596,808	\$ 2,197,564,577
Construction Work in Progress	48,315,538	70,326,913	40,000,000	40,000,000
Materials and Supplies	26,529,043	27,283,518	28,081,737	28,903,022
Fuel Stock	32,518,434	33,994,244	35,216,492	36,518,254
Prepayments	2,395,752	2,546,686	4,480,171	4,647,130
Cash Working Capital (1/8 of adjusted Annual O&M)	26,662,692	25,597,972	25,945,589	27,870,143
Total	<u>\$ 2,167,128,841</u>	<u>\$ 2,252,929,754</u>	<u>\$ 2,298,320,797</u>	<u>\$ 2,335,503,126</u>
Less: Accumulated Depreciation	983,662,506	1,018,782,517	1,058,006,999	1,098,709,660
Rate Base	<u><u>\$ 1,183,466,335</u></u>	<u><u>\$ 1,234,147,237</u></u>	<u><u>\$ 1,240,313,798</u></u>	<u><u>\$ 1,236,793,466</u></u>

Case No. 2012-00535

Tab 31 Attachment 9 - 807 KAR 5:001 Section 10(9)(h) (Item #12)

Sponsoring Witness: Travis A. Siewert

Page 10 of 10

Big Rivers Electric Corporation
Case No. 2012-00535
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

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Tab No. 32
Filing Requirement
807 KAR 5:001 Sec. 10(9)(i)
Sponsoring Witness: Billie J. Richert

Description of Filing Requirement:

9

Most recent Federal Energy Regulatory Commission or Federal

10

Communications Commission audit reports.

11

Response:

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Big Rivers has no Federal Energy Regulatory Commission audit reports

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and is not subject to the jurisdiction of the Federal Communications

14

Commission. Therefore, this filing requirement is not applicable to Big

15

Rivers' application.