

REDLINE OF KENERGY STANDBY SERVICE TARIFF

Applicable:

In all territory served by Kenergy Corp.

Availability:

This schedule is available to any large industrial customer of Kenergy Corp. having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes, who requests [Supplemental, Maintenance or Backup Power Service](#), and who has or enters into a special contract ~~that provides rates with Kenergy Corp.~~ for [the provision of](#) electric service ~~other than Backup Power Service~~ (the “Standby Customer”).

Term:

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

Definitions:

[Supplemental Power Service](#) — a service ~~which that~~ provides transmission capacity to the Standby Customer as well as the energy and capacity requirements for use by the Standby Customer’s facility in addition to the electric power ~~which that~~ the Standby Customer ordinarily generates ~~on with~~ its own [on-site generation](#).

[Maintenance Power Service](#) – a service that provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during Scheduled Outages to replace energy that would have ordinarily been generated by the Standby Customer’s own on-site generation.

[Backup Power Service](#) — a service ~~which that~~ provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer [during Unscheduled Outages](#) to replace energy [that would have ordinarily been](#) generated by the Standby Customer’s own [on-site](#) generation ~~during an outage or other interruption of the Standby Customer’s own generation~~.

~~[Self-Supply Capacity](#) – the electric capacity accredited by MISO for the Standby Customer’s generating unit(s).~~

[Self-Supply Capacity](#) – the amount of capacity set forth in a Standby Customer’s special contract, not to exceed the capability of the Standby Customer’s own on-site generation. Self-Supply Capacity shall be based on the historical performance of the Standby Customer’s own on-site generation when the generation was online, and may vary on a seasonal basis. [If the Standby Customer does not have a special contract that defines the amount of capacity to be used for Self-Supply Capacity, Self-Supply Capacity shall be the 12-month rolling average of the metered output of the Standby Customer’s generating unit\(s\) when online. A one-month lag will be implemented at the end of each such 12-month period.](#)

[Generator Outage Rate](#) – the ratio of the total weighted number of hours the Standby Customer’s own on-site generating unit(s) experienced an [Unscheduled Outage](#) in the prior rolling 12-month period, excluding [Scheduled Outages](#), divided by the product of the total number of hours in the prior rolling 12-month period and the average [Self-Supply Capacity](#) over that period. The weighted number of hours the Standby Customer’s own on-site generating unit(s) experienced an [Unscheduled Outage](#) shall be determined for each hour in which an [Unscheduled Outage](#) occurred as follows: in each such hour, it is the total of the difference between the [Self-Supply Capacity](#) and the [metered output of the generating unit\(s\)](#) divided by the [Self-Supply Capacity](#). For example, in an [Unscheduled Outage hour](#) in which the outage is equal to 100% of the [Self-Supply Capacity](#), this would result in a weighted hour equal to 1.0 for that outage hour. In an [Unscheduled Outage hour](#) in which the generator output was 50% of the [Self-Supply Capacity](#), the weighting would be 0.5 for that outage hour. A one-month lag will be implemented at the end of each such 12-month period.

[Monthly Standby Reservation Rate](#) – the demand rate under Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff multiplied the Standby Customer’s [Generator Outage Rate](#).

Scheduled Outage – any complete scheduled outage of the Standby Customer’s own on-site generation complying with the notice requirements for Maintenance Power Service.

Unscheduled Outage – any reduction in the metered output of the Standby Customer’s own on-site generation below the Self-Supply Capacity that is not a Scheduled Outage. However, it shall not be considered to be an Unscheduled Outage if the Standby Customer voluntarily reduces the output of its generator equivalent to any load reduction, provided that in such case, the Standby Customer notifies Big Rivers within one week after the close of the billing month that any such reduction in generation has occurred during the billing month.

Billing:

The provisions of the Standby Customer’s special contract with Kenergy and Kenergy’s tariff schedules applicable to service to Standby Customer and all applicable adjustment clauses and riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise.

Kenergy Corp. shall bill each Standby Customer in accordance with the billing and payment terms set forth in the Billing section of the applicable tariff schedule or the special contract between Kenergy and the Standby Customer.

A. Monthly Standby Reservation Charge

The Monthly Standby Reservation Charge shall be the Monthly Standby Reservation Rate multiplied by the Self-Supply Capacity.

B. Energy Charges

All energy usage under this tariff shall be billed under the terms and charges of Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff schedule.

Retail adder: A retail adder of \$0.000166 per KWH shall apply to all KWH consumed at the site, including but not limited to Maintenance Power energy and Backup Power energy consumed by the Standby Customer.

A.C. Supplemental Power Service

Requirements

The level of demand ~~required~~ for Supplemental Power Service shall be the ~~level of Standby Customer’s maximum integrated metered thirty-minute non-coincident peak demand under based on the special contract between Kenergy and metered power supplied by Big Rivers for the Standby Customer (if month less any) or metered demand, excluding any Backup Maintenance Power demand. Service and/or Back-up Power Service that occurs during such thirty-minute period.~~

~~1. All~~

~~2. power not specifically identified as Backup Power shall be deemed to be Supplemental Power. The total of the Supplemental Power and Backup Power demand shall not exceed Standby Customer’s Maximum Contract Demand in any month. Backup Power demand shall not be included in determining minimum demand charges for any month.~~

Billing

~~1. Supplemental Power energy shall be the actual measured energy excluding Backup Power energy sold to the Standby Customer in each month.~~

~~1. Customer, and Demand, and Energy Charges: All Supplemental Power demand shall be billed under the terms and charges of the Standby Customer’s special contract with Kenergy and Kenergy’s tariff schedules applicable to service to the Standby Customer.~~

D. Maintenance Power Service

Requirements

1. The Standby Customer's Maintenance Power requirements for each generating unit must be submitted to Big Rivers at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, Big Rivers shall respond to the Standby Customer either approving the Maintenance Power schedule or requesting that the Standby Customer reschedule those Maintenance Power requirements. If Big Rivers does not respond, the Standby Customer's Maintenance Power schedule shall be deemed approved.
2. For each generating unit, the Standby Customer may elect Maintenance Power Service for up to sixty (60) days in any twelve-month period, with no more than two (2) days consecutively during MISO's summer and winter seasons and with any scheduled outage during MISO's summer or winter season during MISO off-peak periods only. Maintenance outages should be scheduled during MISO off-peak times of the year when possible.
3. The Standby Customer may request an adjustment to the previously agreed-upon Maintenance Power schedule up to three weeks prior to the scheduled maintenance dates. The adjusted dates must be within one (1) week of the previously scheduled dates and result in a scheduled outage of the same seasonal and diurnal characteristics as the previously scheduled outage. Big Rivers shall respond to the Standby Customer's request for an adjustment within one (1) week of that request either approving or rejecting the adjusted schedule. If Big Rivers does not respond, the Standby Customer's proposed adjusted schedule shall be deemed approved.
4. Big Rivers may cancel a scheduled Maintenance Power period, with reason, at any time with at least seven (7) days' notice to the Standby Customer prior to the beginning of a scheduled maintenance outage but only if safety, emergency, or reliability conditions on Big Rivers' or MISO's electrical system warrant such a cancellation. Any scheduled Maintenance Power period cancelled by Big Rivers shall be rescheduled subject to the mutual agreement of Big Rivers and the Standby Customer.
5. In the event that the Standby Customer fails to meet the notice requirements in this paragraph for an outage, then the rates for Backup Power Service shall apply to the outage.
6. Big Rivers and the Standby Customer may mutually agree to waive any limitation in this Requirements section.

Billing

1. Demand Charges: A demand charge will be applied for each day Maintenance Power Service is provided. All Maintenance Power demand shall be billed at forty percent (40%) of Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff rate, prorated based on the number of days in the month. The level of demand that will be billed as Maintenance Power Service for a day shall be the maximum hourly difference for that day (for all hours in which a Scheduled Outage occurs) between the Self-Supply Capacity and the metered output of the Standby Customer's generator. The demand charge for Maintenance Power Service on any day in which a Scheduled Outage occurs shall not be less than zero.

B.E. B. Backup Power Service

Requirements

- ~~1. The level of Backup Power demand shall equal the Standby Customer's Self Supply Capacity as accredited by MISO.~~
1. The Standby Customer shall notify Big Rivers by telephone within one (1) hour of the beginning and end of any Unscheduled Outage. Within one week after the close of the billing month, the Standby Customer shall supply written notice to Big Rivers of the dates and times of any Unscheduled Outage in the prior month.

Billing

- 3.1. Demand Charges: A demand charge will be applied for each day Backup Power Service is provided. All Backup Power demand shall be billed at the Big Rivers Standard Rate LIC tariff rate minus the Monthly Standby Reservation Rate, prorated based on the number of days in the month. The level of demand that

will be billed as Backup Power Service for a day shall be the maximum hourly difference for that day (for all hours in which an Unscheduled Outage occurs) between the Self-Supply Capacity and the metered output of the Standby Customer's generator. The demand charge for Backup Power Service on any day in which an Unscheduled Outage occurs shall not be less than zero, less a credit equal to the Self-Supply Capacity times the MISO Planning Auction ("PRA") Auction Clearing Prices ("ACP") for the Big Rivers zone for the applicable resource auction time period.

Energy Charges: All Backup Power energy usage shall be billed at the higher of the charges of Big Rivers' Standard Rate LIC tariff schedule or the actual locational marginal price for energy by MISO at the applicable load node during each hour of the day at the time of delivery, plus any transmission charges, MISO fees, or other costs.

4. ~~During any period in which the metered output of the Standby Customer's generator is less than its Self-Supply Capacity, Backup Power energy shall be the first through the meter, up to the Self-Supply Capacity. Energy consumed above the Self-Supply Capacity for any period shall be Supplemental Power energy.~~

~~5.1. Retail adder: A retail adder of \$0.000166 per KWH shall apply to all KWH consumed at the site, including but not limited to Backup Power energy consumed by the Standby Customer.~~

Terms and Conditions:

1. The Standby Customer shall be subject to all adders, riders, terms and conditions, and other provisions of any applicable special contract or schedule of Kenergy Corp.'s tariff under which the Standby Customer takes service; ~~provided, however, in hours in which the energy charge for Backup Power energy is priced at the locational marginal price, those energy charges shall not be subject to the FAC, Non-FAC PPA, Environmental Surcharge, or MRSM riders.~~
2. Standby Customer shall be required to adhere to Big Rivers' requirements and procedures for interconnection.
3. Prior to the first day of each month, the Standby Customer shall provide a good faith schedule of its generation for that month. The Standby Customer shall make good faith efforts to update that schedule for changes during the month. The Standby Customer shall not be penalized for inaccuracies in its schedules or updates.
- ~~3.4.~~ The Standby Customer shall be required to allow Big Rivers to meter Standby Customer's generation, and to provide access for Big Rivers to install, operate and maintain the metering equipment, which shall remain the property of Big Rivers.
- ~~4.5.~~ The Standby Customer shall be required to pay the cost of any new or additional facilities associated with providing necessary for Big Rivers to provide service under the provisions of this schedule, and the Standby Customer shall be responsible for all costs (including any charges from ACES) related to the Standby Customer's generator.
- ~~6.~~ ~~The Standby Customer shall be responsible for any MISO charges, fees, penalties, or other costs associated with Standby Customer's generation, outages of Standby Customer's generation, or Backup Power service.~~
6. Kenergy Corp. may enter into special agreements with Big Rivers and Standby Customers, jointly, that may deviate from the provisions of this schedule. Such agreements shall address those significant characteristics of service and cost that would influence the need for such an agreement
- ~~5.7.~~ The Standby Customer shall ~~not take reasonable measures not to~~ transmit energy to Big Rivers or to Kenergy Corp. Neither Big Rivers nor Kenergy Corp. shall pay for any energy transmitted by the Standby Customer.
- ~~6.8.~~ The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Big Rivers' and Kenergy Corp.'s generally applicable rules, terms, or conditions currently in effect, as filed with the Kentucky Public Service Commission.
- ~~7.9.~~ Standby Customer shall provide reasonable protection for Big Rivers' and Kenergy Corp.'s systems against any adverse impact of the Standby Customer's generation.
- ~~8.10.~~ Standby Customer shall design, construct, install, own, operate, and maintain its generation equipment in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- ~~9.11.~~ Standby Customer shall ~~obtain~~ maintain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
- ~~2.~~ ~~Standby Customers with a non-dispatchable generation facility shall not be entitled to a capacity payment.~~

- ~~3. The Standby Customer is responsible for the cost of all facilities on the Standby Customer's site to meet and maintain eligibility as a MISO capacity resource, and the Standby Customer is subject to all non-performance costs levied by MISO or its successor, the Kentucky Public Service Commission, or other applicable entity related to nonperformance of its generating equipment.~~
- ~~4. Any and all costs incurred by Big Rivers as a result of the Standby Customer's generator's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers system and MISO RSG charges, may be charged to the Standby Customer in addition to all other charges.~~
- ~~10.12.~~ 12. The Standby Customer shall pay for all interconnection costs ~~arising out~~required because of the Standby Customer's generator-(s).
- ~~11.13.~~ 13. During system emergencies, Big Rivers may discontinue sales to the Standby Customer provided that any such discontinuation is implemented in accordance with the Special Rules Terms and Conditions of Big Rivers' tariff and applicable law.