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February 17, 2010

RECEIVED
FEB 17 2010
PUBLIC SERVICE
COMMISSION

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

Re: An Examination of the Application of the Fuel Adjustment Clause of Big Rivers Electric Corporation from July 17, 2009, through October 31, 2009, P.S.C. Case No. 2009-00510

Dear Mr. DeRouen:

Enclosed are an original and six copies of the response of Big Rivers Electric Corporation to the data requests in the Appendix to the Public Service Commission's January 27, 2010 order in this matter. Three items responsive to these data requests are being filed under a petition for confidential treatment. An original and ten copies of the petition for confidential treatment are also enclosed. Please feel free to contact me with any questions you may have.

Sincerely yours,

BFP

Tyson Kamuf
Counsel for Big Rivers Electric Corporation

Enclosures

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

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OF AN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 1) ***For the period from July 17, 2009 through October 31, 2009, list each vendor from whom coal was purchased and the quantities and the nature of each purchase (e.g., spot or contract).***

Response) Please see schedule below:

Purchase Vendor	Fuel Type	Purchase Tonnage	Contract Type
Marathon Ashland Petroleum	Pet Coke	122,553.90	Contract
Oxbow/SSM Pet Coke	Pet Coke	79,364.25	Contract
Phoenix/R&L Winn	Coal	96,152.55	Contract
Alliance Coal	Coal	320,102.57	Contract
Phoenix/Charolais	Coal	122,182.91	Contract
Patriot Coal Sales	Coal	194,764.20	Contract
Patriot Coal Sales	Coal	48,368.30	Spot
Coal Sales	Coal	164,069.97	Contract
PBP Energy	Coal	34,618.59	Contract
Coal Network	Coal	105,894.50	Contract
Koch Carbon	Pet Coke	147,627.98	Spot
Oxford Mining	Coal	73,744.85	Contract
TCP Pet Coke Corporation	Pet Coke	6,422.53	Spot
Total		**1,515,867.10**	

Witness) David J. Ashby

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OF AN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 2) ***For the period from July 17, 2009 through October 31, 2009, list each vendor from whom natural gas was purchased for generation and the quantities and nature of each purchase (e.g., spot or contract).***

Response) Please see listing below for quantity purchased. Big Rives purchased natural gas from Atmos Energy under tariff based Interruptible Sales Service (G-2) – Industrial and Billing rate code 11WD.

Purchase Vendor	Fuel Type	MCF	Contract Type
Atmos Energy	Natural Gas	23,081.9	Tariff based G-2
Total		**23,081.9**	

Witness) David J. Ashby

Item 3) ***State whether Big Rivers engages in hedging activities for its natural gas purchases used for generation. If yes, describe the hedging activities in detail.***

Response) No. Big Rivers did not engage in hedging activities for its natural gas purchases used for generation.

Witness) Michael J. Mattox

Item 4) ***For each generating station or unit for which a separate coal pile is maintained, state for the period from July 17, 2009 through October 31, 2009 the actual amount of coal burned in tons, the actual amount of coal deliveries in tons, the total kWh generated, and the actual capacity factor at which the plant operated.***

Response) Please see the attached schedule. The North American Electric Reliability Generation Availability Data System defines Capacity Factor as the value equal to the Net MWh produced divided by the product of the hours in the period times the unit rating. This is the definition used for purposes of this response.

Witness) David J. Ashby

Item 4 - Attachment

1					**Capacity Factor**
2		**Coal & Pet**	**Coal & Pet**	**Total**	**(Net MWh)/(period**
3	**Plant**	**Coke Burn (Tons)**	**Coke Receipts (Tons)**	**kWh (net)**	**hrs X MW rating)**
4					
5	Reid Station (Coal)	282.20	3,087.24	(4,198,280)	79.50%
6	Station Two (Coal) *	235,120.07	247,127.07	474,862,800	85.80%
7	Green Station (Coal)	372,061.59	346,914.31	995,978,501	86.90%
8	Green Station (Pet Coke)	102,589.00	188,324.01		
9	Coleman Station (Coal)	375,945.98	331,054.31	773,576,000	68.09%
10	Wilson Station (Coal)	273,799.71	179,649.03	687,869,399	64.20%
11	Wilson Station (Pet Coke)	64,283.10	175,225.67		

* Net of City of Henderson

Item 5) ***List all firm power commitments for Big Rivers from July 17, 2009 through October 31, 2009 for (a) purchases and (b) sales. This list shall identify the electric utility, the amount of commitment in MW, and the purpose of the commitment (e.g., peaking, emergency).***

Response)

<u>Purchases:</u>

Southeastern Power Administration (SEPA), up to 178MW of energy for the system. Presently a force majeure has been declared by SEPA for this contract due to dam safety issues at Wolf Creek and Center Hill dams on the Cumberland System. Currently SEPA is providing energy only on a run-of-the-river-schedule that Big Rivers has the right to refuse.

Southern Illinois Power Cooperative; 75MW during all hours of October; replacement power for the planned Wilson unit outage.

Big Rivers has excluded herein purchases from Reliant Energy Services, Inc. which are for the exclusive benefit of Domtar.

<u>Sales:</u>

Big Rivers had no off-system firm power sales commitments during the period under review.

This response does not include sales by Big Rivers to its members.

Witness) Michael J. Mattox

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OFAN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 6) ***Provide a monthly billing summary for sales to all electric utilities for the period July 17, 2009 through October 31, 2009.***

Response) Please see attached monthly billing summary for sales to all electric utilities for the period July 17, 2009, through October 31, 2009.

Witness) Mark A. Hite

BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
JULY 17-31, 2009

	KW BILLED	KWH	DEMAND $	BASE ENERGY $	DEMAND $ AND ENERGY $	FACTOR PENALTY (PFP) $	DEMAND $ ENERGY $ AND PFP $
1 JULY 17-31, 2009							
2							
3 JP RURALS	66,941	27,583,343	493,356.12	562,700.20	1,056,056.32		1,056,056.32
4 KENERGY RURALS	108,237	47,976,957	797,707.40	978,729.92	1,776,437.32		1,776,437.32
5 MEADE CO. RURALS	39,591	17,109,131	291,787.81	349,026.27	640,814.08		640,814.08
6							
7 TOTAL RURALS	214,770	92,669,431	1,582,851.33	1,890,456.39	3,473,307.72	0.00	3,473,307.72
8							
9 KI-ACCURIDE	2,659	793,831	26,992.45	10,887.39	37,879.84		37,879.84
10 KI-ALCOA	49	32,487	496.04	445.56	941.60	235.74	1,177.34
11 KI-ALERIS	12,919	6,698,125	131,126.54	91,864.78	222,991.32		222,991.32
12 KI-ALLIED	3,012	1,219,230	30,567.87	16,721.74	47,289.61		47,289.61
13 KI-ARMSTRONG - BIG RUN	1,465	380,234	14,866.48	5,214.91	20,081.39	0.00	20,081.39
14 KI-ARMSTRONG - DOCK	581	76,543	5,893.55	1,049.79	6,943.34	83.23	7,026.57
15 KI-MIDWAY - MIDWAY	1,622	944,629	16,462.65	12,955.59	29,418.24	0.00	29,418.24
16 KI-DOMTAR PAPER CO.	13,065	9,612,999	132,604.84	131,842.28	264,447.12		264,447.12
17 KI-DOTIKI #3	389	276,807	3,948.68	3,796.41	7,745.09	88.40	7,833.49
18 KI-HOPKINS CO. COAL	180	81,774	1,827.00	1,121.53	2,948.53		2,948.53
19 KI-KB ALLOYS, INC.	1,024	280,838	10,397.20	3,851.69	14,248.89		14,248.89
20 KI-KIMBERLY-CLARK	17,391	12,036,130	176,521.60	165,075.52	341,597.12	(1,824.67)	339,772.45
21 KI-KMMC, LLC	48	18,478	491.13	253.43	744.56	0.00	744.56
22 KI-PATRIOT COAL, LP	2,160	1,022,315	21,924.00	14,021.05	35,945.05	496.04	36,441.09
23 KI-ROLL COATER	1,524	116,407	15,470.56	1,596.52	17,067.08	0.00	17,067.08
24 KI-SOUTHWIRE CO.	2,993	1,695,921	30,378.95	23,259.56	53,638.51	536.39	54,174.90
25 KI-TYSON FOODS	5,139	2,998,743	52,162.81	41,127.76	93,290.57		93,290.57
26 KI-VALLEY GRAIN	900	367,845	9,130.09	5,045.00	14,175.09	1,404.63	15,579.72
27							
28 SUTOTAL INDUSTRIALS	67,119	38,653,336	681,262.44	530,130.51	1,211,392.95	1,019.76	1,212,412.71
29							
30 JPI-SHELL OIL	1,766	580,689	17,926.21	7,964.15	25,890.36	0.00	25,890.36
31							
32 TOTAL INDUSTRIALS	68,886	39,234,025	699,188.65	538,094.66	1,237,283.31	1,019.76	1,238,303.07
33							
34							
35							
36 GRAND TOTAL	283,655	131,903,456	2,282,039.98	2,428,551.05	4,710,591.03	1,019.76	4,711,610.79
37							
38							

*FOOTNOTE: JULY PARTIAL

39 BILLING MONTH FOR RIDERS			
40	KW	KWH	$
42 JULY 17-31	283,655	131,903,456	5,709,473.73
43 JULY 1 -16	299,373	143,206,372	5,071,538.16
41 OPERATING REPORT:	583,028	275,109,828	10,781,011.89

Item 6 - Attachment
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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
JULY 17-31, 2009

	GREEN POWER $	ENERGY $ PFP $ AND GREEN POWER $	FAC $	FUEL MILLS/KWH	ES $	ES MILLS/KWH	US $
1 JULY 17-31, 2009							
2							
3 JP RURALS	8.37	1,056,064.69	222,045.91	8.05	76,267.95	2.77	(89,645.87)
4 KENERGY RURALS	0.00	1,776,437.32	386,214.50	8.05	132,656.29	2.77	(155,925.11)
5 MEADE CO. RURALS	5.02	640,819.10	137,728.50	8.05	47,306.74	2.76	(55,604.68)
6							
7 TOTAL RURALS	13.39	3,473,321.11	745,988.91	8.05	256,230.98	2.77	(301,175.66)
8							
9 KI-ACCURIDE		37,879.84	6,390.34	8.05	2,194.94	2.76	(2,579.95)
10 KI-ALCOA		1,177.34	261.52	8.05	89.83	2.77	(105.59)
11 KI-ALERIS		222,991.32	53,919.91	8.05	18,520.31	2.76	(21,768.91)
12 KI-ALLIED		47,289.61	9,814.80	8.05	3,371.17	2.76	(3,962.49)
13 KI-ARMSTRONG - BIG RUN		20,081.39	3,060.89	8.05	1,051.35	2.77	(1,235.77)
14 KI-ARMSTRONG - DOCK		7,026.57	616.17	8.05	211.64	2.76	(248.77)
15 KI-MIDWAY - MIDWAY		29,418.24	7,604.27	8.05	2,611.90	2.77	(3,070.05)
16 KI-DOMTAR PAPER CO.		264,447.12	77,384.64	8.05	26,579.95	2.77	(31,242.25)
17 KI-DOTIKI #3		7,833.49	2,228.30	8.05	765.37	2.76	(899.63)
18 KI-HOPKINS CO. COAL		2,948.53	658.29	8.05	226.11	2.77	(265.77)
19 KI-KB ALLOYS, INC.		14,248.89	2,260.74	8.05	776.51	2.76	(912.73)
20 KI-KIMBERLY-CLARK		339,772.45	96,890.84	8.05	33,279.90	2.77	(39,117.42)
21 KI-KMMC, LLC		744.56	148.75	8.05	51.09	2.76	(60.06)
22 KI-PATRIOT COAL, LP		36,441.09	8,229.63	8.05	2,826.70	2.76	(3,322.53)
23 KI-ROLL COATER		17,067.08	937.08	8.05	321.87	2.77	(378.33)
24 KI-SOUTHWIRE CO.		54,174.90	13,652.16	8.05	4,689.22	2.76	(5,511.74)
25 KI-TYSON FOODS		93,290.57	24,139.88	8.05	8,291.52	2.76	(9,745.92)
26 KI-VALLEY GRAIN		15,579.72	2,961.15	8.05	1,017.09	2.76	(1,195.50)
27							
28 SUTOTAL INDUSTRIALS	0.00	1,212,412.71	311,159.36	8.05	106,876.47	2.76	(125,623.41)
29							
30 JPI-SHELL OIL		25,890.36	4,674.54	8.05	1,605.60	2.76	(1,887.24)
31							
32 TOTAL INDUSTRIALS	0.00	1,238,303.07	315,833.90	8.05	108,482.07	2.76	(127,510.65)
33							
34							
35							
36 GRAND TOTAL	13.39	4,711,624.18	1,061,822.81	8.05	364,713.05	2.76	(428,686.31)
37							
38							

*FOOTNOTE: JULY PARTIAL
39 BILLING MONTH FOR RIDERS
40

	KW	KWH	$
42 JULY 17-31	283,655	131,903,456	5,709,473.73
43 JULY 1 -16	299,373	143,206,372	5,071,538.16
41 OPERATING REPORT:	583,028	275,109,828	10,781,011.89

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
JULY 17-31, 2009

	US MILLS/KWH	REVENUE $	REVENUE MILLS/KWH	MRSM $	MRSM MILLS/KWH	REVENUE $ NET OF MRSM $	REV NET OF MRSM MILLS/KWH
1 JULY 17-31, 2009							
2							
3 JP RURALS	(3.25)	1,264,732.68	45.85	(208,667.99)	(7.57)	1,056,064.69	38.29
4 KENERGY RURALS	(3.25)	2,139,383.00	44.59	(362,945.68)	(7.57)	1,776,437.32	37.03
5 MEADE CO. RURALS	(3.25)	770,249.66	45.02	(129,430.56)	(7.56)	640,819.10	37.45
6							
7 TOTAL RURALS	(3.25)	4,174,365.34	45.05	(701,044.23)	(7.56)	3,473,321.11	37.48
8							
9 KI-ACCURIDE	(3.25)	43,885.17	55.28	(6,005.33)	(7.56)	37,879.84	47.72
10 KI-ALCOA	(3.25)	1,423.10	43.81	(245.76)	(7.56)	1,177.34	36.24
11 KI-ALERIS	(3.25)	273,662.63	40.86	(50,671.31)	(7.56)	222,991.32	33.29
12 KI-ALLIED	(3.25)	56,513.09	46.35	(9,223.48)	(7.57)	47,289.61	38.79
13 KI-ARMSTRONG - BIG RUN	(3.25)	22,957.86	60.38	(2,876.47)	(7.56)	20,081.39	52.81
14 KI-ARMSTRONG - DOCK	(3.25)	7,605.61	99.36	(579.04)	(7.56)	7,026.57	91.80
15 KI-MIDWAY - MIDWAY	(3.25)	36,564.36	38.71	(7,146.12)	(7.57)	29,418.24	31.14
16 KI-DOMTAR PAPER CO.	(3.25)	337,169.46	35.07	(72,722.34)	(7.57)	264,447.12	27.51
17 KI-DOTIKI #3	(3.25)	9,927.53	35.86	(2,094.04)	(7.56)	7,833.49	28.30
18 KI-HOPKINS CO. COAL	(3.25)	3,567.16	43.62	(618.63)	(7.57)	2,948.53	36.06
19 KI-KB ALLOYS, INC.	(3.25)	16,373.41	58.30	(2,124.52)	(7.56)	14,248.89	50.74
20 KI-KIMBERLY-CLARK	(3.25)	430,825.77	35.79	(91,053.32)	(7.56)	339,772.45	28.23
21 KI-KMMC, LLC	(3.25)	884.34	47.86	(139.78)	(7.56)	744.56	40.29
22 KI-PATRIOT COAL, LP	(3.25)	44,174.89	43.21	(7,733.80)	(7.56)	36,441.09	35.65
23 KI-ROLL COATER	(3.25)	17,947.70	154.18	(880.62)	(7.57)	17,067.08	146.62
24 KI-SOUTHWIRE CO.	(3.25)	67,004.54	39.51	(12,829.64)	(7.56)	54,174.90	31.94
25 KI-TYSON FOODS	(3.25)	115,976.05	38.67	(22,685.48)	(7.56)	93,290.57	31.11
26 KI-VALLEY GRAIN	(3.25)	18,362.46	49.92	(2,782.74)	(7.56)	15,579.72	42.35
27							
28 SUTOTAL INDUSTRIALS	(3.25)	1,504,825.13	38.93	(292,412.42)	(7.56)	1,212,412.71	31.37
29							
30 JPI-SHELL OIL	(3.25)	30,283.26	52.15	(4,392.90)	(7.56)	25,890.36	44.59
31							
32 TOTAL INDUSTRIALS	(3.25)	1,535,108.39	39.13	(296,805.32)	(7.56)	1,238,303.07	31.56
33							
34							
35							
36 GRAND TOTAL	(3.25)	5,709,473.73	43.29	(997,849.55)	(7.56)	4,711,624.18	35.72
37							
38							

*FOOTNOTE: JULY PARTIAL
39 BILLING MONTH FOR RIDERS
40

	KW	KWH	$
42 JULY 17-31	283,655	131,903,456	5,709,473.73
43 JULY 1 -16	299,373	143,206,372	5,071,538.16
41 OPERATING REPORT:	583,028	275,109,828	10,781,011.89

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
AUGUST 2009

1 AUGUST 2009	KW BILLED	KWH	DEMAND $	BASE ENERGY $	DEMAND $ AND ENERGY $	FACTOR PENALTY (PFP) $	DEMAND $ ENERGY $ AND PFP $
2							
3 JP RURALS	144,198	62,941,550	1,062,739.26	1,284,007.62	2,346,746.88		2,346,746.88
4 KENERGY RURALS	247,006	109,728,340	1,820,434.22	2,238,458.14	4,058,892.36		4,058,892.36
5 MEADE CO. RURALS	90,127	39,823,580	664,235.99	812,401.03	1,476,637.02		1,476,637.02
6							
7 TOTAL RURALS	481,331	212,493,470	3,547,409.47	4,334,866.79	7,882,276.26	0.00	7,882,276.26
8							
9 KI-ACCURIDE	5,655	1,951,592	57,398.25	26,766.08	84,164.33		84,164.33
10 KI-ALCOA	101	65,490	1,025.15	898.20	1,923.35	395.85	2,319.20
11 KI-ALERIS	26,394	13,851,510	267,899.10	189,973.46	457,872.56		457,872.56
12 KI-ALLIED	6,618	2,542,975	67,172.70	34,876.90	102,049.60		102,049.60
13 KI-ARMSTRONG - BIG RUN	1,925	534,420	19,538.75	7,329.57	26,868.32	0.00	26,868.32
14 KI-ARMSTRONG - DOCK	1,934	154,460	19,630.10	2,118.42	21,748.52	3,208.16	24,956.68
15 KI-MIDWAY - MIDWAY	3,323	1,890,420	33,728.45	25,927.11	59,655.56	17,807.98	77,463.54
16 KI-DOMTAR PAPER CO.	27,000	19,955,466	274,050.00	273,689.22	547,739.22		547,739.22
17 KI-DOTIKI #3	804	502,775	8,160.60	6,895.56	15,056.16	91.35	15,147.51
18 KI-HOPKINS CO. COAL	378	169,570	3,836.70	2,325.65	6,162.35		6,162.35
19 KI-KB ALLOYS, INC.	2,001	510,165	20,310.15	6,996.91	27,307.06		27,307.06
20 KI-KIMBERLY-CLARK	36,115	25,214,860	366,567.25	345,821.80	712,389.05	0.00	712,389.05
21 KI-KMMC, LLC	100	37,230	1,015.00	510.61	1,525.61	0.00	1,525.61
22 KI-PATRIOT COAL, LP	4,602	2,075,940	46,710.30	28,471.52	75,181.82	1,065.75	76,247.57
23 KI-ROLL COATER	3,150	224,180	31,972.50	3,074.63	35,047.13	0.00	35,047.13
24 KI-SOUTHWIRE CO.	6,018	3,606,690	61,082.70	49,465.75	110,548.45	1,105.49	111,653.94
25 KI-TYSON FOODS	10,925	6,017,880	110,888.75	82,535.22	193,423.97		193,423.97
26 KI-VALLEY GRAIN	2,019	753,430	20,492.85	10,333.29	30,826.14	3,156.65	33,982.79
27							
28 SUBTOTAL INDUSTRIALS	139,062	80,059,053	1,411,479.30	1,098,009.90	2,509,489.20	26,831.23	2,536,320.43
29							
30 JPI-SHELL OIL	3,380	1,024,420	34,307.00	14,049.92	48,356.92	0.00	48,356.92
31							
32 TOTAL INDUSTRIALS	142,442	81,083,473	1,445,786.30	1,112,059.82	2,557,846.12	26,831.23	2,584,677.35
33							
34							
35							
36 GRAND TOTAL	623,773	293,576,943	4,993,195.77	5,446,926.61	10,440,122.38	26,831.23	10,466,953.61
37							
38							
39							
40							

41 *FOOTNOTE:			
42	KW	KWH	$
43 OPERATING REPORT	624,243	294,527,543	12,581,909.55
44 BILLING - USED FOR RIDERS	623,773	293,576,943	12,581,909.55
45 PRE CLOSING ADJUSTMENTS	470	950,600	0.00
46 TO ARMSTRONG MIDWAY			

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
AUGUST 2009

		GREEN POWER $	ENERGY $ PFP $ AND GREEN POWER $	FAC $	FUEL MILLS/KWH	ES $	ES MILLS/KWH	US $
1	AUGUST 2009							
2								
3	JP RURALS	17.30	2,346,764.18	512,595.98	8.14	145,394.98	2.31	(204,560.04)
4	KENERGY RURALS	0.00	4,058,892.36	893,627.60	8.14	253,472.47	2.31	(356,617.11)
5	MEADE CO. RURALS	10.38	1,476,647.40	324,323.24	8.14	91,992.47	2.31	(129,426.64)
6								
7	TOTAL RURALS	27.68	7,882,303.94	1,730,546.82	8.14	490,859.92	2.31	(690,603.79)
8								
9	KI-ACCURIDE		84,164.33	15,893.77	8.14	4,508.18	2.31	(6,342.67)
10	KI-ALCOA		2,319.20	533.35	8.14	151.28	2.31	(212.84)
11	KI-ALERIS		457,872.56	112,806.70	8.14	31,996.99	2.31	(45,017.41)
12	KI-ALLIED		102,049.60	20,709.99	8.14	5,874.27	2.31	(8,264.67)
13	KI-ARMSTRONG - BIG RUN		26,868.32	4,352.32	8.14	1,234.51	2.31	(1,736.87)
14	KI-ARMSTRONG - DOCK		24,956.68	1,257.92	8.14	356.80	2.31	(502.00)
15	KI-MIDWAY - MIDWAY		77,463.54	15,395.58	8.14	4,366.87	2.31	(6,143.87)
16	KI-DOMTAR PAPER CO.		547,739.22	162,517.32	8.14	46,097.13	2.31	(64,855.26)
17	KI-DOTIKI #3		15,147.51	4,094.60	8.14	1,161.41	2.31	(1,634.02)
18	KI-HOPKINS CO. COAL		6,162.35	1,380.98	8.14	391.71	2.31	(551.10)
19	KI-KB ALLOYS, INC.		27,307.06	4,154.78	8.14	1,178.48	2.31	(1,658.04)
20	KI-KIMBERLY-CLARK		712,389.05	205,349.82	8.14	58,246.33	2.31	(81,948.30)
21	KI-KMMC, LLC		1,525.61	303.20	8.14	86.00	2.31	(121.00)
22	KI-PATRIOT COAL, LP		76,247.57	16,906.46	8.14	4,795.42	2.31	(6,746.81)
23	KI-ROLL COATER		35,047.13	1,825.72	8.14	517.86	2.31	(728.59)
24	KI-SOUTHWIRE CO.		111,653.94	29,372.88	8.14	8,331.45	2.31	(11,721.74)
25	KI-TYSON FOODS		193,423.97	49,009.61	8.14	13,901.30	2.31	(19,558.11)
26	KI-VALLEY GRAIN		33,982.79	6,135.93	8.14	1,740.42	2.31	(2,448.65)
27								
28	SUBTOTAL INDUSTRIALS	0.00	2,536,320.43	652,000.93	8.14	184,936.41	2.31	(260,191.95)
29								
30	JPI-SHELL OIL		48,356.92	8,342.88	8.14	2,366.41	2.31	(3,329.37)
31								
32	TOTAL INDUSTRIALS	0.00	2,584,677.35	660,343.81	8.14	187,302.82	2.31	(263,521.32)
33								
34								
35								
36	GRAND TOTAL	27.68	10,466,981.29	2,390,890.63	8.14	678,162.74	2.31	(954,125.11)
37								
38								
39								
40								

		KW	KWH	$
41	*FOOTNOTE:			
42		KW	KWH	$
43	OPERATING REPORT	624,243	294,527,543	12,581,909.55
44	BILLING - USED FOR RIDERS	623,773	293,576,943	12,581,909.55
45	PRE CLOSING ADJUSTMENTS	470	950,600	0.00
46	TO ARMSTRONG MIDWAY			

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
AUGUST 2009

	US MILLS/KWH	REVENUE $	REVENUE MILLS/KWH	MRSM $	MRSM MILLS/KWH	REVENUE $ NET OF MRSM $	REV NET OF MRSM MILLS/KWH
1 AUGUST 2009							
2							
3 JP RURALS	(3.25)	2,800,195.10	44.49	(453,430.92)	(7.20)	2,346,764.18	37.28
4 KENERGY RURALS	(3.25)	4,849,375.32	44.19	(790,482.96)	(7.20)	4,058,892.36	36.99
5 MEADE CO. RURALS	(3.25)	1,763,536.47	44.28	(286,889.07)	(7.20)	1,476,647.40	37.08
6							
7 TOTAL RURALS	(3.25)	9,413,106.89	44.30	(1,530,802.95)	(7.20)	7,882,303.94	37.09
8							
9 KI-ACCURIDE	(3.25)	98,223.61	50.33	(14,059.28)	(7.20)	84,164.33	43.13
10 KI-ALCOA	(3.25)	2,790.99	42.62	(471.79)	(7.20)	2,319.20	35.41
11 KI-ALERIS	(3.25)	557,658.84	40.26	(99,786.28)	(7.20)	457,872.56	33.06
12 KI-ALLIED	(3.25)	120,369.19	47.33	(18,319.59)	(7.20)	102,049.60	40.13
13 KI-ARMSTRONG - BIG RUN	(3.25)	30,718.28	57.48	(3,849.96)	(7.20)	26,868.32	50.28
14 KI-ARMSTRONG - DOCK	(3.25)	26,069.40	168.78	(1,112.72)	(7.20)	24,956.68	161.57
15 KI-MIDWAY - MIDWAY	(3.25)	91,082.12	48.18	(13,618.58)	(7.20)	77,463.54	40.98
16 KI-DOMTAR PAPER CO.	(3.25)	691,498.41	34.65	(143,759.19)	(7.20)	547,739.22	27.45
17 KI-DOTIKI #3	(3.25)	18,769.50	37.33	(3,621.99)	(7.20)	15,147.51	30.13
18 KI-HOPKINS CO. COAL	(3.25)	7,383.94	43.55	(1,221.59)	(7.20)	6,162.35	36.34
19 KI-KB ALLOYS, INC.	(3.25)	30,982.28	60.73	(3,675.22)	(7.20)	27,307.06	53.53
20 KI-KIMBERLY-CLARK	(3.25)	894,036.90	35.46	(181,647.85)	(7.20)	712,389.05	28.25
21 KI-KMMC, LLC	(3.25)	1,793.81	48.18	(268.20)	(7.20)	1,525.61	40.98
22 KI-PATRIOT COAL, LP	(3.25)	91,202.64	43.93	(14,955.07)	(7.20)	76,247.57	36.73
23 KI-ROLL COATER	(3.25)	36,662.12	163.54	(1,614.99)	(7.20)	35,047.13	156.33
24 KI-SOUTHWIRE CO.	(3.25)	137,636.53	38.16	(25,982.59)	(7.20)	111,653.94	30.96
25 KI-TYSON FOODS	(3.25)	236,776.77	39.35	(43,352.80)	(7.20)	193,423.97	32.14
26 KI-VALLEY GRAIN	(3.25)	39,410.49	52.31	(5,427.70)	(7.20)	33,982.79	45.10
27							
28 SUBTOTAL INDUSTRIALS	(3.25)	3,113,065.82	38.88	(576,745.39)	(7.20)	2,536,320.43	31.68
29							
30 JPI-SHELL OIL	(3.25)	55,736.84	54.41	(7,379.92)	(7.20)	48,356.92	47.20
31							
32 TOTAL INDUSTRIALS	(3.25)	3,168,802.66	39.08	(584,125.31)	(7.20)	2,584,677.35	31.88
33							
34							
35							
36 GRAND TOTAL	(3.25)	12,581,909.55	42.86	(2,114,928.26)	(7.20)	10,466,981.29	35.65
37							
38							
39							
40							

	KW	KWH	$
41 *FOOTNOTE:			
42			
43 OPERATING REPORT	624,243	294,527,543	12,581,909.55
44 BILLING - USED FOR RIDERS	623,773	293,576,943	12,581,909.55
45 PRE CLOSING ADJUSTMENTS	470	950,600	0.00
46 TO ARMSTRONG MIDWAY			

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
SEPTEMBER 2009

#	SEPTEMBER 2009	KW BILLED	KWH	DEMAND $	BASE ENERGY $	DEMAND $ AND ENERGY $	FACTOR PENALTY (PFP) $	DEMAND $ ENERGY $ AND PFP $
2								
3	JP RURALS	114,442	51,219,104	843,437.54	1,044,869.72	1,888,307.26		1,888,307.26
4	KENERGY RURALS	194,127	90,197,468	1,430,715.99	1,840,028.35	3,270,744.34		3,270,744.34
5	MEADE CO. RURALS	69,065	32,216,510	509,009.05	657,216.80	1,166,225.85		1,166,225.85
6								
7	TOTAL RURALS	377,634	173,633,082	2,783,162.58	3,542,114.87	6,325,277.45	0.00	6,325,277.45
8								
9	KI-ACCURIDE	5,489	1,870,180	55,713.35	25,649.52	81,362.87		81,362.87
10	KI-ALCOA	194	56,730	1,969.10	778.05	2,747.15	598.85	3,346.00
11	KI-ALERIS	26,934	14,030,670	273,380.10	192,430.64	465,810.74		465,810.74
12	KI-ALLIED	6,532	2,387,310	66,299.80	32,741.96	99,041.76		99,041.76
13	KI-ARMSTRONG - BIG RUN	1,515	545,980	15,377.25	7,488.12	22,865.37	0.00	22,865.37
14	KI-ARMSTRONG - DOCK	1,200	142,780	12,180.00	1,958.23	14,138.23	230.11	14,368.34
15	KI-MIDWAY - MIDWAY	3,339	1,775,910	33,890.85	24,356.61	58,247.46	14,815.46	73,062.92
16	KI-DOMTAR PAPER CO.	40,000	26,394,577	406,000.00	362,001.62	768,001.62		768,001.62
17	KI-DOTIKI #3	698	473,350	7,084.70	6,492.00	13,576.70	81.20	13,657.90
18	KI-HOPKINS CO. COAL	277	149,150	2,811.55	2,045.59	4,857.14		4,857.14
19	KI-KB ALLOYS, INC.	2,084	495,480	21,152.60	6,795.51	27,948.11		27,948.11
20	KI-KIMBERLY-CLARK	36,850	24,420,430	374,027.50	334,926.20	708,953.70	0.00	708,953.70
21	KI-KMMC, LLC	100	28,170	1,015.00	386.35	1,401.35	0.00	1,401.35
22	KI-PATRIOT COAL, LP	4,713	1,986,270	47,836.95	27,241.69	75,078.64	2,811.55	77,890.19
23	KI-ROLL COATER	3,150	201,280	31,972.50	2,760.56	34,733.06	0.00	34,733.06
24	KI-SOUTHWIRE CO.	6,009	3,330,312	60,991.35	45,675.23	106,666.58	1,066.66	107,733.24
25	KI-TYSON FOODS	10,433	5,507,027	105,894.95	75,528.88	181,423.83		181,423.83
26	KI-VALLEY GRAIN	2,576	874,660	26,146.40	11,995.96	38,142.36	3,643.85	41,786.21
27								
28	SUBTOTAL INDUSTRIALS	152,093	84,670,266	1,543,743.95	1,161,252.72	2,704,996.67	23,247.68	2,728,244.35
29								
30	JPI-SHELL OIL	3,424	1,005,975	34,753.60	13,796.95	48,550.55	0.00	48,550.55
31								
32	TOTAL INDUSTRIALS	155,517	85,676,241	1,578,497.55	1,175,049.67	2,753,547.22	23,247.68	2,776,794.90
33								
34								
35								
36	GRAND TOTAL	533,151	259,309,323	4,361,660.13	4,717,164.54	9,078,824.67	23,247.68	9,102,072.35
37								
38								
39								
40								

#	*FOOTNOTE:	KW	KWH	$
43	OPERATING REPORT	533,333	260,254,869	10,864,888.22
44	BILLING - USED FOR RIDERS	533,151	259,309,323	10,864,888.22
45	PRE CLOSING ADJUSTMENTS TO ARMSTRONG MIDWAY	182	945,546	0.00

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
SEPTEMBER 2009

	GREEN POWER $	ENERGY $ PFP $ AND GREEN POWER $	FAC $	FUEL MILLS/KWH	ES $	ES MILLS/KWH	US $
1 SEPTEMBER 2009							
2							
3 JP RURALS	17.30	1,888,324.56	408,011.38	7.97	106,638.17	2.08	(166,462.09)
4 KENERGY RURALS	3.46	3,270,747.80	718,513.03	7.97	187,791.13	2.08	(293,141.77)
5 MEADE CO. RURALS	10.38	1,166,236.23	256,636.72	7.97	67,074.77	2.08	(104,703.66)
6							
7 TOTAL RURALS	31.14	6,325,308.59	1,383,161.13	7.97	361,504.07	2.08	(564,307.52)
8							
9 KI-ACCURIDE		81,362.87	14,897.85	7.97	3,893.71	2.08	(6,078.09)
10 KI-ALCOA		3,346.00	451.91	7.97	118.11	2.08	(184.37)
11 KI-ALERIS		465,810.74	111,768.32	7.97	29,211.85	2.08	(45,599.68)
12 KI-ALLIED		99,041.76	19,017.31	7.97	4,970.38	2.08	(7,758.76)
13 KI-ARMSTRONG - BIG RUN		22,865.37	4,349.28	7.97	1,136.73	2.08	(1,774.44)
14 KI-ARMSTRONG - DOCK		14,368.34	1,137.39	7.97	297.27	2.08	(464.04)
15 KI-MIDWAY - MIDWAY		73,062.92	14,146.90	7.97	3,697.44	2.08	(5,771.71)
16 KI-DOMTAR PAPER CO.		768,001.62	210,259.20	7.97	54,953.51	2.08	(85,782.38)
17 KI-DOTIKI #3		13,657.90	3,770.71	7.97	985.51	2.08	(1,538.39)
18 KI-HOPKINS CO. COAL		4,857.14	1,188.13	7.97	310.53	2.08	(484.74)
19 KI-KB ALLOYS, INC.		27,948.11	3,946.99	7.97	1,031.59	2.08	(1,610.31)
20 KI-KIMBERLY-CLARK		708,953.70	194,533.15	7.97	50,843.34	2.08	(79,366.40)
21 KI-KMMC, LLC		1,401.35	224.40	7.97	58.65	2.08	(91.55)
22 KI-PATRIOT COAL, LP		77,890.19	15,822.63	7.97	4,135.41	2.08	(6,455.38)
23 KI-ROLL COATER		34,733.06	1,603.40	7.97	419.06	2.08	(654.16)
24 KI-SOUTHWIRE CO.		107,733.24	26,529.27	7.97	6,933.71	2.08	(10,823.51)
25 KI-TYSON FOODS		181,423.83	43,868.98	7.97	11,465.63	2.08	(17,897.84)
26 KI-VALLEY GRAIN		41,786.21	6,967.54	7.97	1,821.04	2.08	(2,842.65)
27							
28 SUBTOTAL INDUSTRIALS	0.00	2,728,244.35	674,483.36	7.97	176,283.47	2.08	(275,178.40)
29							
30 JPI-SHELL OIL		48,550.55	8,013.60	7.97	2,094.44	2.08	(3,269.42)
31							
32 TOTAL INDUSTRIALS	0.00	2,776,794.90	682,496.96	7.97	178,377.91	2.08	(278,447.82)
33							
34							
35							
36 GRAND TOTAL	31.14	9,102,103.49	2,065,658.09	7.97	539,881.98	2.08	(842,755.34)
37							
38							
39							
40							

41 *FOOTNOTE:

42	KW	KWH	$
43 OPERATING REPORT	533,333	260,254,869	10,864,888.22
44 BILLING - USED FOR RIDERS	533,151	259,309,323	10,864,888.22
45 PRE CLOSING ADJUSTMENTS	182	945,546	0.00
46 TO ARMSTRONG MIDWAY			

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
SEPTEMBER 2009

	US MILLS/KWH	REVENUE $	REVENUE MILLS/KWH	MRSM $	MRSM MILLS/KWH	REVENUE $ NET OF MRSM $	REV NET OF MRSM MILLS/KWH
1 SEPTEMBER 2009							
2							
3 JP RURALS	(3.25)	2,236,512.02	43.67	(348,187.46)	(6.80)	1,888,324.56	36.87
4 KENERGY RURALS	(3.25)	3,883,910.19	43.06	(613,162.39)	(6.80)	3,270,747.80	36.26
5 MEADE CO. RURALS	(3.25)	1,385,244.06	43.00	(219,007.83)	(6.80)	1,166,236.23	36.20
6							
7 TOTAL RURALS	(3.25)	7,505,666.27	43.23	(1,180,357.68)	(6.80)	6,325,308.59	36.43
8							
9 KI-ACCURIDE	(3.25)	94,076.34	50.30	(12,713.47)	(6.80)	81,362.87	43.51
10 KI-ALCOA	(3.25)	3,731.65	65.78	(385.65)	(6.80)	3,346.00	58.98
11 KI-ALERIS	(3.25)	561,191.23	40.00	(95,380.49)	(6.80)	465,810.74	33.20
12 KI-ALLIED	(3.25)	115,270.69	48.28	(16,228.93)	(6.80)	99,041.76	41.49
13 KI-ARMSTRONG - BIG RUN	(3.25)	26,576.94	48.68	(3,711.57)	(6.80)	22,865.37	41.88
14 KI-ARMSTRONG - DOCK	(3.25)	15,338.96	107.43	(970.62)	(6.80)	14,368.34	100.63
15 KI-MIDWAY - MIDWAY	(3.25)	85,135.55	47.94	(12,072.63)	(6.80)	73,062.92	41.14
16 KI-DOMTAR PAPER CO.	(3.25)	947,431.95	35.89	(179,430.33)	(6.80)	768,001.62	29.10
17 KI-DOTIKI #3	(3.25)	16,875.73	35.65	(3,217.83)	(6.80)	13,657.90	28.85
18 KI-HOPKINS CO. COAL	(3.25)	5,871.06	39.36	(1,013.92)	(6.80)	4,857.14	32.57
19 KI-KB ALLOYS, INC.	(3.25)	31,316.38	63.20	(3,368.27)	(6.80)	27,948.11	56.41
20 KI-KIMBERLY-CLARK	(3.25)	874,963.79	35.83	(166,010.09)	(6.80)	708,953.70	29.03
21 KI-KMMC, LLC	(3.25)	1,592.85	56.54	(191.50)	(6.80)	1,401.35	49.75
22 KI-PATRIOT COAL, LP	(3.25)	91,392.85	46.01	(13,502.66)	(6.80)	77,890.19	39.21
23 KI-ROLL COATER	(3.25)	36,101.36	179.36	(1,368.30)	(6.80)	34,733.06	172.56
24 KI-SOUTHWIRE CO.	(3.25)	130,372.71	39.15	(22,639.47)	(6.80)	107,733.24	32.35
25 KI-TYSON FOODS	(3.25)	218,860.60	39.74	(37,436.77)	(6.80)	181,423.83	32.94
26 KI-VALLEY GRAIN	(3.25)	47,732.14	54.57	(5,945.93)	(6.80)	41,786.21	47.77
27							
28 SUBTOTAL INDUSTRIALS	(3.25)	3,303,832.78	39.02	(575,588.43)	(6.80)	2,728,244.35	32.22
29							
30 JPI-SHELL OIL	(3.25)	55,389.17	55.06	(6,838.62)	(6.80)	48,550.55	48.26
31							
32 TOTAL INDUSTRIALS	(3.25)	3,359,221.95	39.21	(582,427.05)	(6.80)	2,776,794.90	32.41
33							
34							
35							
36 GRAND TOTAL	(3.25)	10,864,888.22	41.90	(1,762,784.73)	(6.80)	9,102,103.49	35.10
37							
38							
39							
40							

41 *FOOTNOTE:			
42	KW	KWH	$
43 OPERATING REPORT	533,333	260,254,869	10,864,888.22
44 BILLING - USED FOR RIDERS	533,151	259,309,323	10,864,888.22
45 PRE CLOSING ADJUSTMENTS	182	945,546	0.00
46 TO ARMSTRONG MIDWAY			

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
OCTOBER 2009

	KW BILLED	KWH	DEMAND $	BASE ENERGY $	DEMAND $ AND ENERGY $	FACTOR PENALTY (PFP) $	DEMAND $ ENERGY $ AND PFP $
1 OCTOBER 2009							
2							
3 JP RURALS	83,971	43,843,330	618,866.27	894,403.93	1,513,270.20		1,513,270.20
4 KENERGY RURALS	151,373	81,084,220	1,115,619.01	1,654,118.09	2,769,737.10		2,769,737.10
5 MEADE CO. RURALS	69,078	31,253,590	509,104.86	637,573.24	1,146,678.10		1,146,678.10
6							
7 TOTAL RURALS	304,422	156,181,140	2,243,590.14	3,186,095.26	5,429,685.40	0.00	5,429,685.40
8							
9 KI-ACCURIDE	5,239	1,853,530	53,175.85	25,421.16	78,597.01		78,597.01
10 KI-ALCOA	123	58,330	1,248.45	800.00	2,048.45	456.75	2,505.20
11 KI-ALERIS	26,634	13,404,060	270,335.10	183,836.68	454,171.78		454,171.78
12 KI-ALLIED	6,312	2,458,102	64,066.80	33,712.87	97,779.67		97,779.67
13 KI-ARMSTRONG - BIG RUN	1,572	603,870	15,955.80	8,282.08	24,237.88	548.10	24,785.98
14 KI-ARMSTRONG - DOCK	1,200	161,800	12,180.00	2,219.09	14,399.09	716.53	15,115.62
15 KI-MIDWAY - MIDWAY	3,849	1,979,490	39,067.35	27,148.71	66,216.06	0.00	66,216.06
16 KI-DOMTAR PAPER CO.	40,000	24,907,666	406,000.00	341,608.64	747,608.64		747,608.64
17 KI-DOTIKI #3	780	516,820	7,917.00	7,088.19	15,005.19	0.00	15,005.19
18 KI-HOPKINS CO. COAL	416	260,250	4,222.40	3,569.33	7,791.73		7,791.73
19 KI-KB ALLOYS, INC.	2,022	513,200	20,523.30	7,038.54	27,561.84		27,561.84
20 KI-KIMBERLY-CLARK	36,547	25,981,360	370,952.05	356,334.35	727,286.40	0.00	727,286.40
21 KI-KMMC, LLC	100	43,950	1,015.00	602.77	1,617.77	0.00	1,617.77
22 KI-PATRIOT COAL, LP	4,675	2,139,850	47,451.25	29,348.04	76,799.29	2,791.25	79,590.54
23 KI-ROLL COATER	3,150	225,940	31,972.50	3,098.77	35,071.27	0.00	35,071.27
24 KI-SOUTHWIRE CO.	5,720	3,349,610	58,058.00	45,939.90	103,997.90	1,039.98	105,037.88
25 KI-TYSON FOODS	9,551	5,516,030	96,942.65	75,652.35	172,595.00		172,595.00
26 KI-VALLEY GRAIN	2,385	934,440	24,207.75	12,815.84	37,023.59	2,689.75	39,713.34
27							
28 SUBTOTAL INDUSTRIALS	150,275	84,908,298	1,525,291.25	1,164,517.31	2,689,808.56	8,242.36	2,698,050.92
29							
30 JPI-SHELL OIL	3,456	1,502,130	35,078.40	20,601.71	55,680.11	0.00	55,680.11
31							
32 TOTAL INDUSTRIALS	153,731	86,410,428	1,560,369.65	1,185,119.02	2,745,488.67	8,242.36	2,753,731.03
33							
34							
35							
36 GRAND TOTAL	458,153	242,591,568	3,803,959.79	4,371,214.28	8,175,174.07	8,242.36	8,183,416.43
37							

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
OCTOBER 2009

	GREEN POWER $	ENERGY $ PFP $ AND GREEN POWER $	FAC $	FUEL MILLS/KWH	ES $	ES MILLS/KWH	US $
1 OCTOBER 2009							
2							
3 JP RURALS	17.30	1,513,287.50	441,765.39	10.08	103,075.67	2.35	(142,490.82)
4 KENERGY RURALS	13.84	2,769,750.94	817,004.60	10.08	190,629.00	2.35	(263,523.72)
5 MEADE CO. RURALS	10.38	1,146,688.48	314,911.17	10.08	73,477.19	2.35	(101,574.17)
6							
7 TOTAL RURALS	41.52	5,429,726.92	1,573,681.16	10.08	367,181.86	2.35	(507,588.71)
8							
9 KI-ACCURIDE		78,597.01	18,676.17	10.08	4,357.65	2.35	(6,023.97)
10 KI-ALCOA		2,505.20	587.73	10.08	137.13	2.35	(189.57)
11 KI-ALERIS		454,171.78	135,059.31	10.08	31,512.95	2.35	(43,563.20)
12 KI-ALLIED		97,779.67	24,767.84	10.08	5,779.00	2.35	(7,988.83)
13 KI-ARMSTRONG - BIG RUN		24,785.98	6,084.59	10.08	1,419.70	2.35	(1,962.58)
14 KI-ARMSTRONG - DOCK		15,115.62	1,630.30	10.08	380.39	2.35	(525.85)
15 KI-MIDWAY - MIDWAY		66,216.06	19,945.34	10.08	4,653.78	2.35	(6,433.34)
16 KI-DOMTAR PAPER CO.		747,608.64	250,969.64	10.08	58,557.92	2.35	(80,949.91)
17 KI-DOTIKI #3		15,005.19	5,207.48	10.08	1,215.04	2.35	(1,679.67)
18 KI-HOPKINS CO. COAL		7,791.73	2,622.28	10.08	611.85	2.35	(845.81)
19 KI-KB ALLOYS, INC.		27,561.84	5,171.00	10.08	1,206.53	2.35	(1,667.90)
20 KI-KIMBERLY-CLARK		727,286.40	261,788.18	10.08	61,082.18	2.35	(84,439.42)
21 KI-KMMC, LLC		1,617.77	442.84	10.08	103.33	2.35	(142.84)
22 KI-PATRIOT COAL, LP		79,590.54	21,561.13	10.08	5,030.79	2.35	(6,954.51)
23 KI-ROLL COATER		35,071.27	2,276.57	10.08	531.18	2.35	(734.31)
24 KI-SOUTHWIRE CO.		105,037.88	33,750.67	10.08	7,874.93	2.35	(10,886.23)
25 KI-TYSON FOODS		172,595.00	55,579.52	10.08	12,968.19	2.35	(17,927.10)
26 KI-VALLEY GRAIN		39,713.34	9,415.42	10.08	2,196.87	2.35	(3,036.93)
27							
28 SUBTOTAL INDUSTRIALS	0.00	2,698,050.92	855,536.01	10.08	199,619.41	2.35	(275,951.97)
29							
30 JPI-SHELL OIL		55,680.11	15,135.46	10.08	3,531.51	2.35	(4,881.92)
31							
32 TOTAL INDUSTRIALS	0.00	2,753,731.03	870,671.47	10.08	203,150.92	2.35	(280,833.89)
33							
34							
35							
36 GRAND TOTAL	41.52	8,183,457.95	2,444,352.63	10.08	570,332.78	2.35	(788,422.60)
37							

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
ELECTRIC UTILITIES SALES
OCTOBER 2009

	US MILLS/KWH	REVENUE $	REVENUE MILLS/KWH	MRSM $	MRSM MILLS/KWH	REVENUE $ NET OF MRSM $	REV NET OF MRSM MILLS/KWH
1 OCTOBER 2009							
2							
3 JP RURALS	(3.25)	1,915,637.74	43.69	(402,350.24)	(9.18)	1,513,287.50	34.52
4 KENERGY RURALS	(3.25)	3,513,860.82	43.34	(744,109.88)	(9.18)	2,769,750.94	34.16
5 MEADE CO. RURALS	(3.25)	1,433,502.67	45.87	(286,814.19)	(9.18)	1,146,688.48	36.69
6							
7 TOTAL RURALS	(3.25)	6,863,001.23	43.94	(1,433,274.31)	(9.18)	5,429,726.92	34.77
8							
9 KI-ACCURIDE	(3.25)	95,606.86	51.58	(17,009.85)	(9.18)	78,597.01	42.40
10 KI-ALCOA	(3.25)	3,040.49	52.13	(535.29)	(9.18)	2,505.20	42.95
11 KI-ALERIS	(3.25)	577,180.84	43.06	(123,009.06)	(9.18)	454,171.78	33.88
12 KI-ALLIED	(3.25)	120,337.68	48.96	(22,558.01)	(9.18)	97,779.67	39.78
13 KI-ARMSTRONG - BIG RUN	(3.25)	30,327.69	50.22	(5,541.71)	(9.18)	24,785.98	41.05
14 KI-ARMSTRONG - DOCK	(3.25)	16,600.46	102.60	(1,484.84)	(9.18)	15,115.62	93.42
15 KI-MIDWAY - MIDWAY	(3.25)	84,381.84	42.63	(18,165.78)	(9.18)	66,216.06	33.45
16 KI-DOMTAR PAPER CO.	(3.25)	976,186.29	39.19	(228,577.65)	(9.18)	747,608.64	30.02
17 KI-DOTIKI #3	(3.25)	19,748.04	38.21	(4,742.85)	(9.18)	15,005.19	29.03
18 KI-HOPKINS CO. COAL	(3.25)	10,180.05	39.12	(2,388.32)	(9.18)	7,791.73	29.94
19 KI-KB ALLOYS, INC.	(3.25)	32,271.47	62.88	(4,709.63)	(9.18)	27,561.84	53.71
20 KI-KIMBERLY-CLARK	(3.25)	965,717.34	37.17	(238,430.94)	(9.18)	727,286.40	27.99
21 KI-KMMC, LLC	(3.25)	2,021.10	45.99	(403.33)	(9.18)	1,617.77	36.81
22 KI-PATRIOT COAL, LP	(3.25)	99,227.95	46.37	(19,637.41)	(9.18)	79,590.54	37.19
23 KI-ROLL COATER	(3.25)	37,144.71	164.40	(2,073.44)	(9.18)	35,071.27	155.22
24 KI-SOUTHWIRE CO.	(3.25)	135,777.25	40.54	(30,739.37)	(9.18)	105,037.88	31.36
25 KI-TYSON FOODS	(3.25)	223,215.61	40.47	(50,620.61)	(9.18)	172,595.00	31.29
26 KI-VALLEY GRAIN	(3.25)	48,288.70	51.68	(8,575.36)	(9.18)	39,713.34	42.50
27							
28 SUBTOTAL INDUSTRIALS	(3.25)	3,477,254.37	40.95	(779,203.45)	(9.18)	2,698,050.92	31.78
29							
30 JPI-SHELL OIL	(3.25)	69,465.16	46.24	(13,785.05)	(9.18)	55,680.11	37.07
31							
32 TOTAL INDUSTRIALS	(3.25)	3,546,719.53	41.05	(792,988.50)	(9.18)	2,753,731.03	31.87
33							
34							
35							
36 GRAND TOTAL	(3.25)	10,409,720.76	42.91	(2,226,262.81)	(9.18)	8,183,457.95	33.73
37							

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SALES TO SMELTERS
JULY 17-31, 2009

							FAC		ES		NONFAC PPA			
1		JULY 17-31, 2009												
2			PLUS BACK UP ENERGY	LESS SALES	TOTAL KWH	REV $ MILLS/KWH	AMT	MILLS	AMT	MILLS	AMT	MILLS	SURCHARGE	TOTAL FAC,ES, NONFAC PPA, SURCHARGE
3	BASE MONTHLY ENERGY -													
4	CENTURY ALUMINUM (Special Contract)	146,896,126.00	0.00	(24,295,000.00)	122,601,126.00	40.97	1,182,513.81	8.05	406,167.79	2.77	0.00	0.00	266,024.04	1,854,705.64
5	ALCAN RIO TINTO (Special Contract)	124,535,504.00	0.00	0.00	124,535,504.00	43.10	1,002,510.81	8.05	344,340.67	2.77	0.00	0.00	203,106.00	1,549,957.48
6		271,431,630.00	0.00	(24,295,000.00)	247,136,630.00		2,185,024.62		750,508.46		0.00		469,130.04	3,404,663.12
7														
8	BASE FIXED ENERGY													
9	CENTURY ALUMINUM (Special Contract)	170,049,600.00												4,787,406.39
10	ALCAN RIO TINTO (Special Contract)	129,830,400.00												3,655,115.25
11		424,415,504.00												
12														
13														
14														
15	BASE VARIABLE ENERGY													
16	CENTURY ALUMINUM (Special Contract)	(23,153,474.00)												(288,723.82)
17	ALCAN RIO TINTO (Special Contract)	(5,294,896.00)												(66,027.35)
18		(28,448,370.00)												
19														
20														
21														
22			TIER ADJ	CREDIT SURPLUS										
23	CENTURY ALUMINUM (Special Contract)		331,596.72	(665,950.42)										(334,353.70)
24	ALCAN RIO TINTO (Special Contract)		253,169.28	(24,768.00)										228,401.28
25			584,766.00	(690,718.42)										
26	CENTURY ALUMINUM (Special Contract)													6,019,034.51
27	ALCAN RIO TINTO (Special Contract)													5,367,446.66
28														
29	TOTAL CENTURY/ALCAN RIO TINTO													11,386,481.17

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SMELTERS
AUGUST 2009

AUGUST 2009

		PLUS BACK UP ENERGY	LESS SALES	TOTAL KWH	REV $ MILLS/KWH	FAC AMT	FAC MILLS	ES AMT	ES MILLS	NONFAC PPA AMT	NONFAC PPA MILLS	SURCHARGE	TOTAL FAC,ES, NONFAC PPA, SURCHARGE
BASE MONTHLY ENERGY -													
CENTURY ALUMINUM (Special Contract)	314,215,082.52	1,566.86	(54,848,000.00)	259,368,649.38	37.88	2,558,967.63	8.14	725,836.84	2.31	(253,885.79)	(0.81)	549,783.01	3,580,701.69
ALCAN RIO TINTO (Special Contract)	262,922,806.00	201,712.00	(7,942,000.00)	255,182,518.00	40.86	2,141,243.33	8.14	607,351.68	2.31	(212,441.63)	(0.81)	419,752.39	2,955,905.77
	577,137,888.52	203,278.86	(62,790,000.00)	514,551,167.38		4,700,210.96		1,333,188.52		(466,327.42)		969,535.40	6,536,607.46
BASE FIXED ENERGY													9,893,973.20
CENTURY ALUMINUM (Special Contract)	351,435,840.00												7,553,904.85
ALCAN RIO TINTO (Special Contract)	268,316,160.00												
	619,752,000.00												
BASE VARIABLE ENERGY													(464,142.85)
CENTURY ALUMINUM (Special Contract)	(37,220,757.48)												(67,255.13)
ALCAN RIO TINTO (Special Contract)	(5,393,354.00)												
	(42,614,111.48)												

	TIER ADJ	CREDIT SURPLUS	BACK UP CRGS	OTHER CHARGES	TOTAL FAC,ES, NONFAC PPA, SURCHARGE
					(1,108,900.30)
CENTURY ALUMINUM (Special Contract)	676,457.31	(1,785,400.39)	42.78	0.00	300,660.48
ALCAN RIO TINTO (Special Contract)	516,465.33	(221,885.32)	5,263.80	816.67	
	1,192,922.64	(2,007,285.71)	5,306.58	816.67	
					11,901,631.74
CENTURY ALUMINUM (Special Contract)					10,743,215.97
ALCAN RIO TINTO (Special Contract)					
TOTAL CENTURY/ALCAN RIO TINT0					22,644,847.71
FOOTNOTE: PRECLOSING CREDIT MEMOS				Century Miso Credit	(72,544.33)
				Alcan Miso Credit	(60,158.71)
BALANCE AS SHOWN ON OPERATING REPORT					22,512,144.67

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SMELTERS
SEPTEMBER
2009

Line	Description	SEPTEMBER 2009	PLUS BACK UP ENERGY	LESS SALES	TOTAL KWH	REV $ MILLS/KWH	FAC AMT	FAC MILLS	ES AMT	ES MILLS	NONFAC PPA AMT	NONFAC PPA MILLS	SURCHARGE	TOTAL FAC,ES, NONFAC PPA, SURCHARGE
1														
2														
3	BASE MONTHLY ENERGY -						2,448,229.19	7.97	639,871.10	2.08	(55,012.93)	(0.18)	536,179.04	3,569,266.40
4	CENTURY ALUMINUM (Special Contract)	307,334,822.00	435.62	(47,672,000.00)	259,663,257.62	39.28	2,017,928.88	7.97	527,407.47	2.08	(45,343.87)	(0.18)	409,365.96	2,909,358.44
5	ALCAN RIO TINTO (Special Contract)	253,317,710.00	248,238.40	(5,050,000.00)	248,515,948.40	41.53	4,466,158.07		1,167,278.57		(100,356.80)		945,545.00	6,478,624.84
6		560,652,532.00	248,674.02	(52,722,000.00)	508,179,206.02									
7														9,574,812.78
8	BASE FIXED ENERGY													7,310,230.50
9	CENTURY ALUMINUM (Special Contract)	340,099,200.00												
10	ALCAN RIO TINTO (Special Contract)	259,660,800.00												
11		599,760,000.00												
12														
13														
14														(408,571.79)
15	BASE VARIABLE ENERGY													(79,098.33)
16	CENTURY ALUMINUM (Special Contract)	(32,764,378.00)												
17	ALCAN RIO TINTO (Special Contract)	(6,343,090.00)												
18		(39,107,468.00)												
19														
20														
21														
22			TIER ADJ	CREDIT SURPLUS	BACKUP ENERGY	OTHER CHARGES								(663,075.31)
23	CENTURY ALUMINUM (Special Contract)		676,457.31	(1,339,545.41)	12.79	0.00								379,842.38
24	ALCAN RIO TINTO (Special Contract)		516,465.33	(144,548.50)	7,925.55	0.00								
25			1,192,922.64	(1,484,093.91)	7,938.34	0.00								
26														12,072,432.08
27	CENTURY ALUMINUM (Special Contract)													10,520,332.99
28	ALCAN RIO TINTO (Special Contract)													
29														22,592,765.07
30	TOTAL CENTURY/ALCAN RIO TINTO													
	FOOTNOTE: PRECLOSING CREDIT												Century Miso Credit	(53,055.19)
31	MEMOS												Century Miso Credit	(83,702.87)
32													Alcan Miso Credit	(43,996.99)
33														22,412,010.02
34	BALANCE AS SHOWN ON OPERATING REPORT													

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SMELTERS
OCTOBER 2009

						FAC		ES		NONFAC PPA			
1	OCTOBER 2009												
2		PLUS BACK UP ENERGY	LESS SALES	TOTAL KWH	REV $ MILLS/KWH	AMT	MILLS	AMT	MILLS	AMT	MILLS	SURCHARGE	TOTAL FAC,ES, NONFAC PPA, SURCHARGE
3 BASE MONTHLY ENERGY -													
4 CENTURY ALUMINUM (Special Contract)	325,315,990.00	4,926.74	(48,616,000.00)	276,704,916.74	39.46	3,277,883.91	10.08	764,817.89	2.35	(372,161.49)	(1.14)	549,783.00	4,220,323.31
5 ALCAN RIO TINTO (Special Contract)	264,833,672.00	732,467.20	0.00	265,566,139.20	41.95	2,668,464.08	10.08	622,623.96	2.35	(302,969.72)	(1.14)	419,752.40	3,407,870.72
6	590,149,662.00	737,393.94	(48,616,000.00)	542,271,055.94		5,946,347.99		1,387,441.85		(675,131.21)		969,535.40	7,628,194.03
7													
8 BASE FIXED ENERGY													
9 CENTURY ALUMINUM (Special Contract)	351,435,840.00												9,893,973.20
10 ALCAN RIO TINTO (Special Contract)	268,316,160.00												7,553,904.85
11	619,752,000.00												
12													
13													
14													
15 BASE VARIABLE ENERGY													
16 CENTURY ALUMINUM (Special Contract)	(26,119,850.00)												(325,714.53)
17 ALCAN RIO TINTO (Special Contract)	(3,482,488.00)												(43,426.63)
18	(29,602,338.00)												
19													
20													
21													
22		TIER ADJ	CREDIT SURPLUS	BACKUP ENERGY	CURTAILMENT								
23 CENTURY ALUMINUM (Special Contract)		676,457.31	(84,011.00)	269.34	(1,544,674.37)								(951,958.72)
24 ALCAN RIO TINTO (Special Contract)		516,465.33	(356,581.58)	32,630.64	0.00								192,514.39
25		1,192,922.64	(440,592.58)	32,899.98	(1,544,674.37)								
26 CENTURY ALUMINUM (Special Contract)													12,836,623.26
27 ALCAN RIO TINTO (Special Contract)													11,110,863.33
28 TOTAL CENTURY/ALCAN RIO TINTO													23,947,486.59
29													
30 FOOTNOTE: ADDED SURPLUS SALES BACK INTO REVENUE $ - ACCOUNT 555191-PURCHASED POWER - WILSON OUTAGE													356,581.58
31 FOOTNOTE: ADDED CURTAILMENT BACK INTO REVEENUE $ - ACCOUNT 557114- CURTIALMENT - WILSON OUTAGE													1,544,674.37
32 BALANCE AS SHOWN ON OPERATING REPORT													25,848,742.54

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SALES TO ELECTRIC UTILITIES
JULY 17-31 2009

		KWH	AMOUNT	REVENUE $ MILLS/KWH
1	JULY 17-31, 2009			
2				
3	SPECIAL SALES TO RUS BORROWERS:			
4				
5	KENERGY-DOMTAR COGEN	491,662	5,531.20	11.25
6	OGLETHORPE	1,741,000	51,170.00	29.39
7				
8	TOTAL SPECIAL SALES TO RUS BORROWERS	2,232,662	56,701.20	25.40
9				
10				
11				
12	TO OTHER THAN RUS BORROWERS:			
13				
14	CARGILL	1,283,000	34,833.00	27.15
15	CONSTELLATION	1,577,000	38,120.00	24.17
16	EAGLE	7,539,000	213,770.00	28.36
17	MISO	24,183,000	687,229.36	28.42
18	PJM	3,212,000	82,092.52	25.56
19	SOUTHERN CO.	2,760,000	84,180.00	30.50
20	TENASKA POWER SERVICES	99,000	2,970.00	30.00
21	TVA	5,027,000	146,105.00	29.06
22	THE ENERGY AUTHORITY	4,967,000	155,623.00	31.33
23				
24	TOTAL TO OTHER THAN RUS BORROWERS	50,647,000	1,444,922.88	28.53
25				
26				
27	TOTAL SALES FOR RESALE 7/17 THRU 7/31/2009	52,879,662	1,501,624.08	28.40

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SALES TO ELECTRIC UTILITIES
AUGUST 2009

	KWH	AMOUNT	REVENUE $ MILLS/KWH
1 AUGUST 2009			
2			
3 SPECIAL SALES TO RUS BORROWERS:			
4			
5 KENERGY-DOMTAR COGEN	803,135	9,430.58	11.74
6 KENERGY-DOMTAR COGEN ARS		5,666.25	
7 OGLETHORPE	629,000	20,482.00	32.56
8			
9 TOTAL SPECIAL SALES TO RUS BORROWERS	1,432,135	35,578.83	24.84
10			
11			
12			
13 TO OTHER THAN RUS BORROWERS:			
14			
15 CARGILL	9,968,000	273,200.00	27.41
16 CONSTELLATION	1,801,000	45,622.00	25.33
17 EAGLE	25,927,000	738,121.00	28.47
18 HMPL	50,000	1,905.01	38.10
19 MISO	49,172,000	1,756,620.91	35.72
20 MISO ARS	62,000	6,667.22	107.54
21 PJM	6,701,000	207,716.74	31.00
22 SOUTHERN CO.	1,028,000	27,499.00	26.75
23 TENASKA POWER SERVICES	278,000	8,165.00	29.37
24 TVA	10,964,380	354,543.76	32.34
25 THE ENERGY AUTHORITY	4,924,000	146,197.00	29.69
26			
27 TOTAL TO OTHER THAN RUS BORROWERS	110,875,380	3,566,257.64	32.16
28			
29			
30 TOTAL SALES FOR RESALE AUGUST 2009	112,307,515	3,601,836.47	32.07

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SALES TO ELECTRIC UTILITIES
SEPTEMBER 2009

		KWH	AMOUNT	REVENUE $ MILLS/KWH
1	SEPTEMBER 2009			
2				
3	SPECIAL SALES TO RUS BORROWERS:			
4				
5	ASSOCIATED ELECTRIC COOPERATIVE	650,000	18,000.00	27.69
6	KENERGY-DOMTAR COGEN	17,621,052	530,102.65	30.08
7	KENERGY-DOMTAR COGEN ARS		0.00	
8	OGLETHORPE	1,040,000	30,075.00	28.92
9				
10	TOTAL SPECIAL SALES TO RUS BORROWERS	19,311,052	578,177.65	29.94
11				
12				
13				
14	TO OTHER THAN RUS BORROWERS:			
15				
16	CARGILL	1,794,000	48,632.00	27.11
17	CONSTELLATION	16,256,000	424,044.00	26.09
18	EAGLE	26,032,000	663,130.00	25.47
19	HMPL	0	0.00	#DIV/0!
20	MISO	36,625,000	1,060,757.31	28.96
21	MISO ARS	126,000	15,571.56	123.58
22	PJM	5,351,000	150,934.80	28.21
23	SOUTHERN CO.	3,668,000	113,520.00	30.95
24	TENASKA POWER SERVICES	50,000	1,200.00	24.00
25	TVA	24,902,620	700,048.24	28.11
26	THE ENERGY AUTHORITY	5,571,000	155,342.00	27.88
27				
28	TOTAL TO OTHER THAN RUS BORROWERS	120,375,620	3,333,179.91	27.69
29				
30				
31	TOTAL SALES FOR RESALE SEPTEMBER 2009	139,686,672	3,911,357.56	28.00

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BIG RIVERS ELECTRIC CORPORATION
MONTHLY BILLING SUMMARY
SALES TO ELECTRIC UTILITIES
OCTOBER 2009

	KWH	AMOUNT	REVENUE $ MILLS/KWH
1 OCTOBER 2009			
2 SPECIAL SALES TO RUS BORROWERS:			
3			
4 ASSOCIATED ELECTRIC COOPERATIVE	0	0.00	0.00
5 KENERGY-DOMTAR COGEN	16,590,534	578,145.33	34.85
6 KENERGY-DOMTAR COGEN ARS		80,501.05	
7 OGLETHORPE	1,494,000	49,982.00	33.46
8 POWER SOUTH	399,000	14,663.25	36.75
9			
10 TOTAL SPECIAL SALES TO RUS BORROWERS	18,483,534	723,291.63	39.13
11			
12			
13			
14 TO OTHER THAN RUS BORROWERS:			
15			
16 CARGILL	306,000	9,407.00	30.74
17 CONSTELLATION	10,591,000	286,925.25	27.09
18 EAGLE	2,105,000	58,183.00	27.64
19 EDF TRADING NORTH AMERICA	15,974,000	487,211.60	30.50
20 HMPL	0	0.00	
21 MISO	12,521,000	403,064.80	32.19
22 MISO ARS	41,000	4,336.81	105.78
23 PJM	5,913,000	182,998.09	30.95
24 SOUTHERN CO.	4,994,000	146,561.00	29.35
25 TENASKA POWER SERVICES	180,000	5,550.00	30.83
26 TVA	6,569,620	202,790.24	30.87
27 THE ENERGY AUTHORITY	5,185,000	164,868.00	31.80
28			
29 TOTAL TO OTHER THAN RUS BORROWERS	64,379,620	1,951,895.79	30.32
30			
31			
32 TOTAL SALES FOR RESALE OCTOBER 2009	82,863,154	2,675,187.42	32.28

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BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OFAN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 7) ***List Big Rivers' scheduled, actual, and forced outages from July 17, 2009 through October 31, 2009.***

Response) Please see the attached schedule for the information requested on scheduled ("S"), actual ("A") and forced ("F") outages.

Witness) Robert W. Berry

BIG RIVERS ELECTRIC CORPORATION

Response to Information Requested in Appendix of Commission's Order Dated January 27, 2010

Case No. 2009-00510

Question No. 7
Schedule

Big Rivers Electric Corporation
Reid Station Unit#1 - Coal - 65MW Net
July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE Scheduled FROM	MAINTENANCE Scheduled TO	MAINTENANCE Actual FROM	MAINTENANCE Actual TO	HOURS OF DURATION Scheduled	HOURS OF DURATION Forced	HOURS OF DURATION Actual	REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
July		No Outages							
August		No Outages							
September		No Outages							
October	F			10/05/09 2025	10/13/09 0958		181:33		High Opacity and external tube leak
	F	10/13/09 1825	-------->	10/13/09 1825	------------------>		437:35		Generator seal oil system

Big Rivers Electric Corporation

Reid Station Unit#2 - Combustion Turbine - Oil/Gas - 65MW Net

July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
		FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July	F			07/22/09 0700	07/22/09 1430		7:30		Trouble shoot PLC Communication
	F			07/23/09 0800	07/23/09 1300		5:00		Replace Communication Card
August	F			07/23/09 0800	07/23/09 1300		5:00		Replace Communication Card
	F			08/16/09 1300	08/16/09 1440		1:40		Fuel Oil Leak
	F			08/31/09 0630	08/31/09 1520		8:50		Pressure check of Fuel oil lines/leak test
September	F			09/01/09 1810	09/01/09 2400		5:50		Testing Fuel lines/repairing leaks
	F			09/22/09 1005	09/25/09 1400		75:55		
October	F			10/26/09 1055	10/27/09 1535		28:40		Auxiliary Lube Oil Pump - Replace bearings in pump

Big Rivers Electric Corporation
Henderson Station Two - Unit#1 - Coal - 153MW Net
July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE Scheduled FROM	MAINTENANCE Scheduled TO	MAINTENANCE Actual FROM	MAINTENANCE Actual TO	HOURS OF DURATION Scheduled	HOURS OF DURATION Forced	HOURS OF DURATION Actual	REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
July		No Outages							
August	F			08/02/09 1444	08/05/09 0036		57:52		Four boiler tube leaks
	F			08/05/09 0036	08/05/09 1015		9:37		Starting failure due to a fault indication in the 4KV start-up feed to the plant
	F			8/18/09 0419	08/18/09 1025		6:06		B' Boiler Feed Pump tripped resulting in unit tripping on low drum level
	F			08/18/09 1407	08/18/09 1454		0:47		Tripped on high drum level while loading up unit after startup
September	F			09/23/09 0152	09/23/09 0240		0:48		Tripped on high drum level while performing BFP testing and tuning of controls
	F			09/23/09 0241	09/23/09 0438		1:57		Tripped on last mill in service from drum
	F			09.28.09 0720	09/30/09 0537		46:17		Water wall tube leak
October	F			10/21/09 0950	10/23/09 1353		52:03		Superheater tube leak

Big Rivers Electric Corporation
Henderson Station Two - Unit#2 - Coal - 159MW Net
July 17, 2009 through October 31, 2009

Schedule vs. Actual

Month	TYPE	MAINTENANCE Scheduled FROM	MAINTENANCE Scheduled TO	MAINTENANCE Actual FROM	MAINTENANCE Actual TO	HOURS OF DURATION Scheduled	HOURS OF DURATION Forced	HOURS OF DURATION Actual	REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
July	S	07/25/07 0317	07/27/09 0209	07/25/07 0317	07/27/09 0209	46:52		46:52	Main Step-up transformer cooling fan failure and perform other maintenance on unit
August		No Outages							
September	F			09/24/09 1820	09/25/09 0909		14:49		Turbine reheat valves closing
October	F			10/15/09 0153	10/16/09 1921		41:28		Economizer tube leak
	S	10/30/09 2201	10/31/09 1314	10/30/09 2201	10/31/09 1314	15:13		15:13	Waterwall tube leak

Big Rivers Electric Corporation
Green Station Unit#1 - Coal/Petcoke - 231MW Net
July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
		FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July	F			07/17/09 0332	07/17/09 0457		1:25		Loss of 1B31 Motor Control Center
August	F			08/15/09 0527	08/16/09 1845		37:18		Boiler tube leak in the backpass of the boiler
September	F			09/15/09 0955	09/15/09 1110		1:15		Change out of turbine vibration control card
October		No Outages							

Big Rivers Electric Corporation

Green Station Unit #2 - Coal/Petcoke - 223MW Net

July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FORFORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
		FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July	F			07/21/09 1517	07/21/09 2146		6:29		Loss of 24Vdc loop power in the DCS system resulting in loss of control on all equipment
August	F			08/03/09 2303	0804/09 0143		2:40		Hot spot on B phase 161kv cable pothead connection on G2 GSU
	S	08/28/09 2206	08/30/09 2359	08/28/09 2206	08/30/09 2359	49:53		49:53	"A" & "B" 4160 volt switchgear bus repairs to 'A' Boiler Feed Pump & other maintenance
	F			08/31/09 0001	08/31/09 0120		1:19		High drum level
September	S	09/11/09 2128	09/13/09 0715	09/11/09 2128	09/13/09 0715	33:47		33:47	Secondary Superheater outlet(south) and boiler drum(southwest) safeties
October	F			10/02/09 0154	10/02/09 0323		1:29		Testing low vacuum trips

Big Rivers Electric Corporation
Coleman Station Unit #1 - Coal - 150MW Net
July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
		FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July		No Outages							
August		No Outages							
September	S	9/1/2009 2118	9/2/2009 0839	9/1/2009 2118	9/2/2009 0839	11:21		11:21	Oil leak on PT in the switchyard
October		No Outages							

Big Rivers Electric Corporation
Coleman Station Unit #2 - Coal - 138MW Net
July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
		FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July		No Outages							
August	S	8/1/2009 0011	8/3/2009 2056	8/1/2009 0011	8/3/2009 2056	68:45		68:45	Wash air heaters
September	S	9/3/2009 2129	9/5/2009 1645	9/3/2009 2129	9/5/2009 1645	43:16		43:16	External water wall tube leak
	F			9/8/2009 2157	9/8/2009 2319		1:22		Superheat door gasket
	F			9/13/2009 0903	9/14/09 1112		26:09		Wet bottom tube leak
October		No Outages							

Big Rivers Electric Corporation
Coleman Station Unit#3 - Coal - 155MW Net
July 17, 2009 through October 31, 2009

Schedule vs Actual

Month	TYPE	MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
		FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July	S	7/22/2009 0015	7/24/2009 1736	7/22/2009 0015	7/24/2009 1736	65:21		65:21	Remove fine mesh screens from main steam stop valve
August		No Outages							
September		No Outages							
October		No Outages							

Big Rivers Electric Corporation

Wilson Station - Unit#1 - Coal/Pet-Coke - 417MW Net

July 17, 2009 through October 31, 2009

Schedule vs Actual

		MAINTENANCE				HOURS OF DURATION			REASON FROM DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR FORCED OUTAGE AS APPROPRIATE
		Scheduled		Actual					
Month	TYPE	FROM	TO	FROM	TO	Scheduled	Forced	Actual	
July	F			7/26/09 0435	07/26/09 1619		11:44		ABB control issue, software patch later installed
	F			7/28/09 2310	7/29/09 1354		14:14		Steam leak on main steam equalizing line, near HMV-170
	F			7/29/2009 1513	7/29/09 1654		1:11		Startup bus was opened prior to auxiliary bus tie in
August	F			8/15/09 1200	08/16/09 0629		42:29		Two water wall tube leaks
	F			8/16/09 1920	8/16/2009 2358		4:38		Lost 12B bus during startup
September	F			9/24/2009 1639	9/24/09 2259		6:20		Precipitator failure, lost all power to west precipitators
	S	9/26/09 22:00	9/30/09 2400	9/26/09 22:00	9/30/09 2400	74:00:00		0:00	Planned Maintenance Outage postponed until 10:03 due to market conditions
October	S	10/3/2009 0018	--------------->	10/3/2009 0018	-------------->	695:42		695:42	Planned Maintenance Outage

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OFAN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 8) ***List all existing fuel contracts categorized as long-term (i.e., more than one year in length). Provide the following information for each contract:***

- ***a.*** ***Supplier's name and address.***
- ***b.*** ***Name and location of production facility.***
- ***c.*** ***Date contract was executed.***
- ***d.*** ***Duration of contract.***
- ***e.*** ***Date(s) of each contract revision, modification or amendment.***
- ***f.*** ***Annual tonnage requirements.***
- ***g.*** ***Actual annual tonnage received since the contract's inception.***
- ***h.*** ***Percentage of annual requirements received during the contract's term.***
- ***i.*** ***Base price in dollars per ton.***
- ***j.*** ***Total amount of price escalations to date in dollars per ton.***
- ***k.*** ***Current price paid for coal under the contract in dollars per ton (i +j).***

Response) Please see the attached sheets.

Witness) Mark W. McAdams

A. NAME/ADDRESS:	Alliance Coal, LLC 1717 South Boulder Avenue Tulsa, Oklahoma 74119
B. PRODUCTION FACILITY:	Cardinal Mine Hopkins County, Kentucky
C. CONTRACT EXECUTED DATE:	May 1, 2007 July 17, 2009 – assumed by Big Rivers
D. CONTRACT DURATION:	December 31, 2009
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 – 457,534 tons (1,000,000 / 365 X 167)
G. ACTUAL TONNAGE:	2009 - 317,061
H. PERCENT OF ANNUAL REQUIREMENTS:	2009 – 69.29%
I. BASE PRICE:	2009 – Delivery Option A Sebree - $1.6012/mmbtu Delivery Option A Energy - $1.5882/mmbtu Delivery Option B Sebree - $1.5799/mmbtu Delivery Option B Energy - $1.5621/mmbtu Delivery Option C Sebree - $1.5586/mmbtu Delivery Option C Energy - $1.5403/mmbtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	2009 – Delivery Option A Sebree - $1.6012/mmbtu Delivery Option A Energy - $1.5882/mmbtu Delivery Option B Sebree - $1.5799/mmbtu Delivery Option B Energy - $1.5621/mmbtu Delivery Option C Sebree - $1.5586/mmbtu Delivery Option C Energy - $1.5403/mmbtu

A. NAME/ADDRESS:	Coal Network Inc. 1111 Western Row Road Mason, Ohio 45040	Rust Mining LLC PO Box 72 Beaver Dam, KY 42320
B. PRODUCTION FACILITY:	Somerville Mine Gibson County, Indiana	
C. CONTRACT EXECUTED DATE:	March 1, 2009 July 17, 2009 – assumed by Big Rivers	
D. CONTRACT DURATION:	March 31, 2012	
E. CONTRACT AMENDMENTS:	None	
F. ANNUAL TONNAGE REQUIREMENTS:	2009 – 102,945 tons (225,000 / 365 X 167) 2010 – 360,000 tons 2011 – 360,000 Tons 2012 – 75,000 tons	
G. ACTUAL TONNAGE:	2009 – 99,115	
H. PERCENT OF ANNUAL REQUIREMENTS:	2009 – 96.28%	
I. BASE PRICE:	<u>Wilson & Island Dock (FOB Barge)</u> 2009 - $2.5435/mmbtu 2010 - $2.5943/mmbtu 2011 - $2.6462/mmbtu 2012 - $2.6462/mmbtu <u>Green (FOB Barge)</u> 2009 - $2,7305/mmbtu 2010 - $2.7813/mmbtu 2011 - $2.8332/mmbtu 2012 - $2.8332/mmbtu	
J. ESCALATIONS TO DATE:	None	
K. CURRENT CONTRACT PRICE:	<u>Wilson & Island Dock (FOB Barge)</u> 2009 - $2.5435/mmbtu <u>Green (FOB Barge)</u> 2009 - $2.7305/mmbtu	

A. NAME/ADDRESS:	Foresight Coal Sales, LLC 3801 PGA Boulevard Palm Beach Gardens, Florida 33410
B. PRODUCTION FACILITY:	Shay #1 Mine Macoupin County, Illinois
C. CONTRACT EXECUTED DATE:	March 20, 2009 July 17, 2009 – assumed by Big Rivers
D. CONTRACT DURATION:	December 31, 2010
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 – 114,384 tons (250,000 / 365 X 167) 2010 – 250,000 tons
G. ACTUAL TONNAGE:	2009 –0 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	2009 – 0%
I. BASE PRICE:	<u>FOB Barge</u> 2009 - \$2.8774/mmbtu 2010 - \$2.8774/mmbtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	<u>FOB Barge</u> 2009 - \$2.8774/mmbtu

A. NAME/ADDRESS:	Phoenix/Charolais Coal Corporation 1215 Nebo Road Madisonville, Kentucky 42431
B. PRODUCTION FACILITY:	Schoate Preparation Plant Muhlenberg County, Kentucky
C. CONTRACT EXECUTED DATE:	December 31, 2007 July 17, 2009 – assumed by Big Rivers
D. CONTRACT DURATION:	September 30, 2009
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	<u>Quality A</u> 2009 – 41,096 tons (200,000 / 365 X 75) <u>Quality B</u> 2009 – 61,644 tons (300,000 / 365 X 75)
G. ACTUAL TONNAGE:	<u>Quality A</u> 2009 – 47,412 tons <u>Quality B</u> 2009 – 74,771 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	<u>Quality A</u> 2009 – 115.37% <u>Quality B</u> 2009 – 121.29%
I. BASE PRICE:	<u>Quality A – FOB Truck</u> 2009 – $1.4935/mmbtu <u>Quality B – FOB Truck</u> 2009 – $1.4626/mmbtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	<u>Quality A – FOB Truck</u> 2009 – $1.4935/mmbtu <u>Quality B – FOB Truck</u> 2009 – $1.4626/mmbtu

A. NAME/ADDRESS:	Phoenix/R & L Winn Inc. 1215 Nebo Road Madisonville, Kentucky 42431
B. PRODUCTION FACILITY:	Back in Black Mine Muhlenberg County, Kentucky
C. CONTRACT EXECUTED DATE:	March 6, 2006 July 17, 2009 – assumed by Big Rivers
D. CONTRACT DURATION:	September 30, 2009
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 – 36,986 tons (180,000 / 365 X 75)
G. ACTUAL TONNAGE:	2009 – 96,153 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	259.97%
I. BASE PRICE:	FOB Truck - $1.5287/mmbtu
.. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	FOB Truck - $1.5287/mmbtu

A. NAME/ADDRESS:	Oxford Mining Company(Phoenix/Charolais) 544 Chestnut Street Coshocton, Ohio 43812
B. PRODUCTION FACILITY:	Schoate Preparation Plant Muhlenberg County, Kentucky
C. CONTRACT EXECUTED DATE:	October 1, 2009
D. CONTRACT DURATION:	December 31, 2011
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	<u>Quality A</u> 2009 – 50,411 tons (200,000 / 365 X 92) 2010 – 450,000 tons 2011 – 450,000 tons <u>Quality B</u> 2009 – 75,616 tons (300,000 / 365 X 92) 2010 – 300,000 tons 2011 – 300,000 tons
G. ACTUAL TONNAGE:	<u>Quality A</u> 2009 – 0 tons <u>Quality B</u> 2009 – 35,115 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	<u>Quality A</u> 2009 – 0% <u>Quality B</u> 2009 – 46.44%
I. BASE PRICE:	<u>Quality A – FOB Truck</u> 2009 – $1.4935/mmbtu 2010 - $1.5383/mmbtu 2011 - $1.5850/mmbtu <u>Quality B – FOB Truck</u> 2009 – $1.4626/mmbtu 2010 - $1.5065/mmbtu 2011 - $1.5517/mmbtu

J. ESCALATIONS TO DATE: None

K. CURRENT CONTRACT PRICE:

Quality A – FOB Truck
2009 – $1.4935/mmbtu
Quality B – FOB Truck
2009 – $1.4626/mmbtu

A. NAME/ADDRESS:	Oxford Mining Company (Pnoenix/R&L Winn) 544 Chestnut Street Coshocton, Ohio 43812
B. PRODUCTION FACILITY:	Back in Black Mine Muhlenberg County, Kentucky
C. CONTRACT EXECUTED DATE:	October 1, 2009
D. CONTRACT DURATION:	December 31, 2009
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 –45,370 tons (180,000 / 365 X 92)
G. ACTUAL TONNAGE:	2009 – 38,630 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	85.14%
I. BASE PRICE:	FOB Truck - $1.5287/mmbtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	FOB Truck - $1.5287/mmbtu

A. NAME/ADDRESS:	PBP Energy, LLC PO Box 783 Greenville, Kentucky 42345
B. PRODUCTION FACILITY:	Burden No. 2 Mine Muhlenberg County, Kentucky
C. CONTRACT EXECUTED DATE:	July 17, 2009
D. CONTRACT DURATION:	December 31, 2013
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 –109,808 tons (240,000 / 365 X 167) 2010 – 240,000 tons 2011 – 240,000 tons 2012 – 240,000 tons 2013 – 240,000 tons
G. ACTUAL TONNAGE:	2009 – 34,619 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	31.53%
I. BASE PRICE:	FOB Truck - Wilson 2009 - $1.7048/mmbtu 2010 - $1.7962/mmbtu 2011 - $1.8933/mmbtu 2012 – Reopener 2013 – Reopener FOB Truck – Green 2009 - $1.8500/mmbtu 2010 - $1.9414/mmbtu 2011 - $2.0386/mmbtu 2012 – Reopener 2013 – Reopener
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	FOB Truck - Wilson 2009 - $1.7048/mmbtu FOB Truck – Green 2009 - $1.8500/mmbtu

A. NAME/ADDRESS:	CoalSales, LLC 701 Market Street St. Louis, Missouri 63101
B. PRODUCTION FACILITY:	Willow Lake Central Mine Saline County, Illinois
C. CONTRACT EXECUTED DATE:	July 17, 2009
D. CONTRACT DURATION:	December 31, 2010
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 –228,767 tons (500,000 / 365 X 167) 2010 – 500,000 tons
G. ACTUAL TONNAGE:	2009 – 139,893 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	61.15%
I. BASE PRICE:	<u>FOB Barge</u> 2009 - $2.273/mmbtu 2010 - $2.341/mmbtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	<u>FOB Barge</u> 2009 - $2.273/mmbtu

A. NAME/ADDRESS:	Patriot Coal Sales LLC 12312 Olive Blvd St. Louis, Missouri 63141
B. PRODUCTION FACILITY:	Freedom Mine Henderson County, Kentucky Grand Eagle Mine Henderson County, Kentucky
C. CONTRACT EXECUTED DATE:	July 17, 2009
D. CONTRACT DURATION:	December 31, 2010
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 –228,767 tons (500,000 / 365 X 167) 2010 – 500,000 tons
G. ACTUAL TONNAGE:	2009 – 139,893 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	61.15%
I. BASE PRICE:	<u>FOB Barge</u> 2009 - $2.273/mmbtu 2010 - $2.341/mmbtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	<u>FOB Barge</u> 2009 - $2.273/mmbtu

A. NAME/ADDRESS:	Oxbow Carbon & Minerals LLC 1601 Forum Place West Palm Beach, Florida 33401
B. PRODUCTION FACILITY:	Valero St. Charles Refinery Norco, Louisiana
C. CONTRACT EXECUTED DATE:	July 17, 2009
D. CONTRACT DURATION:	December 31, 2009
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2009 –52,616 tons (115,000 / 365 X 167)
G. ACTUAL TONNAGE:	2009 – 73,348 tons
H. PERCENT OF ANNUAL REQUIREMENTS:	139.40%
I. BASE PRICE:	<u>FOB Barge</u> 2009 - $35.00/ton
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	<u>FOB Barge</u> 2009 - $35.00/ton

A. NAME/ADDRESS: Marathon Petroleum
539 South Main Street
Findlay, Ohio 45840

B. PRODUCTION FACILITY: Coker Facility
Garyville, Louisiana

C. CONTRACT EXECUTED DATE: July 17, 2009

D. CONTRACT DURATION: December 31, 2011

E. CONTRACT AMENDMENTS: None

F. ANNUAL TONNAGE REQUIREMENTS: 2009 – 183,014 tons (400,000 / 365 X 167)
2010 – 400,000
2011 – 400,000

G. ACTUAL TONNAGE: 2009 – 129,758 tons

H. PERCENT OF ANNUAL REQUIREMENTS: 70.90%

I. BASE PRICE: FOB Barge – Green & Wilson
2009 - \$13.37/ton
2010 - \$13.37/ton
2011 - \$13.37/ton

J. ESCALATIONS TO DATE: 2009 – Wilson
\$1.75/ton

K. CURRENT CONTRACT PRICE: FOB Barge – Green & Wilson
2009 - \$13.37/ton

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OFAN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 9) ***a.*** ***State whether Big Rivers regularly compares the price of its coal purchases to those paid by other electric utilities.***

b. ***If yes, state:***

(1) ***How Big Rivers' prices compare to those of other utilities for the review period; and***

(2) ***The utilities that are included in this comparison and their locations.***

Response) a. Yes. Big Rivers engaged external consultants to analyze the competitiveness of the prices under the fuels contracts Big Rivers acquired from Western Kentucky Energy Corp. in connection with the "unwind transaction" that closed July 16, 2009. Big Rivers intends periodically to compare the price of its coal purchases with the prices paid by other utilities.

b. (1) The analysis Big Rivers had performed found that the price of fuel under the contracts Big Rivers was acquiring was commensurate and competitive with the price being paid by other utilities.

b. (2) The utilities included in the analysis Big Rivers had performed include Louisville Gas & Electric Company; Eastern Kentucky Power Cooperative; Kentucky Utilities; Southern Indiana Gas & Electric; Duke – Kentucky; and Kentucky Power.

Witness) Mark W. McAdams

Item 10) ***State the percentage of Big Rivers' coal, as of the date of this Order, that is delivered by:***

a. ***Rail;***

b. ***Truck; or***

c. ***Barge.***

Response) a. Rail - 0%

b. Truck - 44%

c. Barge - 56%

Witness) Mark W. McAdams

Item 11) ***a.*** ***State Big Rivers' coal inventory level in tons and in number of days' supply as of October 31, 2009. Provide this information by generating station and in the aggregate.***

b. ***Describe the criteria used to determine number of days' supply.***

c. ***Compare Big Rivers' coal inventory as of October 31, 2009 to its inventory target for that date.***

d. ***If actual coal inventory exceeds inventory target by 10 days' supply, state the reasons for excessive inventory.***

e. ***(1)*** ***State whether Big Rivers expects any significant changes in its current coal inventory target within the next 12 months.***

(2) ***If yes, state the expected change and the reasons for this change.***

Response) a. The following table shows the information requested as of October 31, 2009.

	Inventory Level (in tons)	**Number of Days' Supply**[1]	**Duration (in days)**	**Preceding 4 Months' Burn (in tons)**
Big Rivers System	790,877.71	59	106	1,424,081.65
Reid Station[2]	9,588.44	68	2	282.20
Station II	138,516.40	62	106	235,120.07
Green Station	253,224.45	57	106	474,650.59
Coleman Station	131,054.94	37	106	375,945.98
Wilson Station[3]	258,493.48	60	78	338,082.81

[1] Number of day's supply is rounded to reflect whole days.
[2] Reid Station is utilized when market conditions exceed the cost of $/MWH to generate or is needed to meet system load. The duration of generation was reduced to 2 days.

b. Days Burn = $\frac{\text{Current Inventory Tons x Duration (in days)}}{\text{Preceding 4 Month's Burn (in tons)}}$

c. Big Rivers' target supply is between 30 and 60 days.

d. The actual inventory, for each station and the aggregate, does not exceed the inventory target by 10 days.

e. (1) No. Big Rivers does not expect any significant changes in its coal inventory target within the next 12 months.

(2) Not applicable.

Witness) Mark W. McAdams

[3] Wilson Station experienced a scheduled outage, beginning October 3, 2009 and continued beyond the end of October 2009. The duration of generation was reduced to 78 days.

Item 12) ***a. Has Big Rivers audited any of its coal contracts during the period from July 17, 2009 through October 31, 2009?***

b. If yes, for each audited contract:

(1) Identify the contract;

(2) Identify the auditor;

(3) State the results of the audit; and

(4) Describe the actions that Big Rivers took as a result of the audit.

Response) a. No. Big Rivers has not conducted any audits of coal contracts during the period in question.

b. Not applicable.

Witness) David J. Ashby

Item 13) ***a.*** ***State whether Big Rivers has received any customer complaints regarding its FAC during the period from July 17, 2009 through October 31, 2009.***

b. ***If yes, for each complaint, state:***

(1) ***The nature of the complaint; and***

(2) ***Big Rivers' response.***

Response) a. No.

b. Not applicable.

Witness) Mark A. Hite

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OF AN EXAMINATION OF THE APPLICATION
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JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 14) ***a.*** ***State whether Big Rivers is currently involved in any litigation with its current or former coal suppliers.***

b. ***If yes, for each litigation:***

(1) ***Identify the coal supplier;***

(2) ***Identify the coal contract involved;***

(3) ***State the potential liability or recovery to Big Rivers;***

(4) ***List the issues presented; and***

(5) ***Provide a copy of the complaint or other legal pleading that initiated the litigation and any answers or counterclaims. If a copy has previously been filed with the Commission, provide the date on which it was filed and the case in which it was filed.***

c. ***State the current status of all litigation with coal suppliers.***

Response) a. No.

b. Not applicable.

c. Not applicable.

Witness) Mark W. McAdams

Item 15) ***Provide a current copy of Big Rivers' written policies and procedures regarding its fuel procurement.***

Response) Attached please find a copy of Big Rivers' policies and procedures regarding its fuel procurement:

1. Fuel Procurement Policies and Procedures dated and approved by the board on 12-21-07 to be effective upon completion of the unwind which occurred on 7-16-09.
2. Hedge Policy dated and approved by the board on 6-15-07.
3. Energy Related Transaction Authority Policy dated and approved by the board on 10-16-09 and Appendix A (authority delegations) approved on 11-04-09.

Witness) Mark W. Adams

EXCERPT FROM THE MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF BIG RIVERS ELECTRIC CORPORATION HELD IN HENDERSON, KENTUCKY, ON DECEMBER 21, 2007

After an explanation by Bill Blackburn, Director Elliott moved, seconded by Director Elder, that the Fuel Procurement Policy be approved to be effective upon completion of the unwind transaction. The motion was unanimously adopted.

I, Paula Mitchell, Executive Secretary of the Board of Directors of Big Rivers Electric Corporation, hereby certify that the above is a true and correct excerpt from the minutes of the Regular Meeting of the Board of Directors of said Corporation held on 12-21-07.

Paula Mitchell

Big Rivers Electric Corporation

COMPANY POLICY

POLICY NUMBER:	**ORIGINAL EFFECTIVE DATE: 12-21-07**
APPROVED BY: Board	**ORIGINAL APPROVAL DATE: 12-21-07**
DATE LAST REVISED: _________	

The purpose of the Fuel Procurement Policies and Procedures guidelines is to present the principles that govern the procurement of fuel, reagent, and associated transportation. This document is not intended to provide a step-by-step procedural flow, but place an emphasis on procurement policies and a concise overview of appropriate procurement practices. The awarding of Contracts and Purchase Orders will comply with business controls including corporate governance, authority limit matrices, auditing recommendations, and other established practices and limitations.

FUEL PROCUREMENT POLICIES AND PROCEDURES

A. <u>Definitions</u>:

1. "Agreement" means a legally binding document, in which one party agrees to sell and the other agrees to buy fuel, reagent, or transportation services for such, which is executed by both Buyer and Seller.

2. "Award Recommendation" means the Company's approval process for the review and approval by Senior Management of a recommended fuel, reagent, or transportation purchase that fall outside the limits established in the Company's granted authority limits.

3. "Company" means Big Rivers Electric Corporation.

4. "Contract" is an Agreement, Letter Agreement, Purchase Order, or Spot Contract for fuel supply, reagent, or such transportation with certain terms and conditions that describe the business transaction under which the Company procures fuel, reagent, and related transportation.

5. "Contract purchase" means any purchase of fuel, reagent, or transportation on behalf of the Company under a contract, typically more than one year's duration.

6. "Department" means the Company's Fuels Department.

7. "Director" means the Company's Director of Fuels.

8. "Emergency" means extraordinary conditions affecting Fuel production, transportation, or usage, including but not limited to strikes, lockouts or other labor problems, embargoes, mining impediments and other problems affecting the production or transportation of Fuel, existing and/or forecasted extreme weather conditions, or any other conditions or circumstances that could be reasonably foreseen as impairing the continued supply of Fuel to Company facilities.

9. "Environmental standards" mean the legal requirements for compliance with emission levels or other environmental requirements applicable to one or more of the Company's generating units.

10. "Fuel" means combustibles purchased by the Company for one or more of its generating stations.

11. "Senior Vice President Energy Services and Chief Energy Officer" means the Company's principal senior officer responsible for fuel procurement, among other duties.

12. "Vice President Power Production and Chief Production Officer" means the Company's principal senior officer responsible for power generation, among other duties.

13. "Solicitation" means the process of soliciting bids (written or oral) for the supply of fuel, reagent, and/or related transportation services.

14. "Spot Contract" is a type of agreement that may be issued by the Company for the supply of fuel, reagent, or related transportation of such with a term of typically one year or less.

15. "Spot Purchase" means any purchase of fuel, reagent, or related transportation on behalf of the Company where the terms and conditions are incorporated in the Letter Agreement, Purchase Order or Spot Contract and the term is typically of one year or less.

16. "Station" means one of the Company's generating facilities.

17. "Supplier" means the seller or counterparty to an agreement who is obligated to comply with and fulfill the agreement's terms and conditions.

18. "Unit" means a generating unit at a station.

B. Fuel Procurement Policies:

The Company's fuel procurement policy is to obtain an adequate supply of fuel and reagent of sufficient quality at the most competitive overall evaluated cost on a unit bus bar basis consistent with the Company's obligations to provide adequate and reliable service to its customers, to meet operational and Environmental Standards, and to meet any other applicable legal requirements. The Company will use its best efforts to secure its fuel and reagent supply at competitive prices through solicitation for such.

Implementation of this policy is of highest priority to the Company. The Fuels Department shall be organized and staffed, and fuel procurement procedures and administration shall be conducted, in an efficient and practical manner consistent with this policy. Fuel, reagent, and related transportation shall be purchased at competitive prices considering all material factors. The factors include but are not limited to: quantity needed to maintain an adequate supply, quality necessary to ensure generating unit operating and maintenance characteristics and environmental standards, reliability of the supplier, creditworthiness, and forward planning to meet projected system requirements, and meeting emergency or other unusual circumstances that might affect operating conditions. From time to time, the Director of Fuels will review the Company's Fuel Procurement Policies and Procedures and update the policies as appropriate.

C. Organization:

1. Department Structure. The Department shall be organized and staffed to effectively administer the Company's fuel procurement function.

2. Organizational Responsibility. The Senior Vice President Energy Services and Chief Energy Officer to whom the Director reports, has the responsibility for fuel procurement. The Director is responsible for the Department. Other departments may be called upon by the Department to the extent the Director or Senior Vice President Energy Services and Chief Energy Officer considers advisable in the execution of the functions of the Department.

3. Approval Authority (Award Recommendation). An Award Recommendation will be prepared for all fuel purchases that exceed the term, tenor, or notional amount of authority of the Director of Fuels which is specified in the single transaction authority limits by the Company. The Award Recommendation will be drafted by the Director, reviewed by Fuels legal counsel, and executed by the Senior Vice President Energy Services and Chief Energy Officer within the authority granted by the Trading Authority Policy. Greater expenditures shall require the signature of the Company's President and Chief Executive Officer and within his trading authority as

established by the Board of Directors. These levels of authority may be amended, supplemented, or superseded as dictated by the Company.

4. Reports. The Director will instruct the Department to prepare, maintain and distribute reports to management and others as deemed necessary for business operations and regulatory requirements.

5. Records. The Department shall maintain the following records:

   a. Open Files. The Department shall maintain the following on open status for at least one-year or longer as the contract term or other conditions warrant:

      (1) For each current contract supplier, the files will contain:

         (a) Contract documents, amendments, purchase orders and escalation documentation;

         (b) General correspondence;

         (c) Invoices and invoice verification data;

         (d) Delivery records and quality analyses data;

         (e) Inspection reports and other data.

      (2) A record of transportation equipment owned or leased by the Company (as applicable).

      (3) A list containing current suppliers and known potential Suppliers of fuel.

   b. Closed Files. The Department shall maintain its files according to the Company's record retention plan.

6. General Administrative Duties.

   The Department shall subscribe to and have membership in appropriate trade and industry publications and/or associations, to include reports of governmental or consulting agencies concerning fuel, reagent, and related transportation market information, to include fuel prices and/or projections. Department personnel shall use their best efforts to keep current with fuel market conditions, prices and availability, and other developments relating to fuel procurement.

D. Fuel Supply Procedures:

1. Projections. In conjunction with other departments of the Company, the Department shall prepare annually a projection of fuel usage and cost at each

Station for the number of years required for use in the Company's planning process.

2. <u>Contract/Spot Mix.</u> Subject to the approval of the Senior Vice President Energy Services and Chief Energy Officer, the Director shall determine whether a contract purchase is advisable, considering the following factors: (a) the availability of adequate supplies from qualified suppliers, (b) the advisability or need to have an adequate supply committed for an existing or planned unit (subject to inventory limits specified by the Company), (c) the desire to maintain practical flexibility as to market conditions and other factors affecting price and availability, (d) existing and anticipated Environmental Standards, (e) such other factors as may reasonably affect the implementation of the Company's Fuel procurement policy and (f) fuel impact on generation facilities' operation and maintenance.

3. <u>Current Requirements.</u> The Department shall review and analyze the data available to the Department for purposes of conducting fuel and reagent purchases in a timely manner to meet the requirements of the Company.

4. <u>Supplier Qualifications.</u> The Company shall select potential suppliers on the basis of evaluation, market intelligence, performance information (as available), industry research, and creditworthiness, as determined by the Director and his staff. No potential qualified supplier shall be preferred or discriminated against because of race, religion, color, sex, age or marital status of the supplier or any of its representatives.

   A supplier evaluation (to include site visit and mine engineering and/or performance report) may be performed to determine if a supplier has the ability to deliver in the time frame requested the quantity and quality of coal or reagent bid at the offered price.

5. <u>Solicitations.</u> The Department shall maintain a current list of Suppliers and shall review that list from time to time to ensure that it remains current. Normally, the Company shall purchase its Fuel and reagent through sealed bid solicitations; however, the Company reserves the right to utilize its market intelligence to seize opportunity purchases of Fuels and reagent, request oral, written, or electronic offers, potentially followed by negotiations, when in its judgment market conditions provide an opportunity to obtain Fuel or reagent more advantageously than through mailed bid solicitations and usual procedures. When the Company foregoes the solicitation process, documentation shall be appended to the resulting purchase order file describing the conditions.

   A notice of a request for quotation ("RFQ") shall be provided to normal industry newsletters and information postings. The normal solicitation process shall require that potential suppliers be notified in writing as to the general quantities, terms and quality specifications required. An RFQ number will be assigned to for the quotation package. An RFQ will include: instructions to bidders (date and time due); scope of supply (quantity and quality); potential term; standard terms and conditions of typical agreements.

Offers from potential suppliers shall be returned by the requested date and time or they will be rejected. A bid log shall be kept for logging in receipt of bid offers. Attendees viewing the opening of the bid shall initial the bid document as opened and the log as at the completion of the opening. Offers shall be opened and logged in the presence of the Senior Vice President Energy Services and Chief Energy Officer and Director of Fuel or their representative in their absence, and another selected representative outside of the Fuels Department.

All appropriate bid data shall be documented and electronically categorized for the process of evaluation of the various offerings of Fuel and reagent. The documents shall be maintained in a secured area and shall be kept pursuant to normal record keeping practices.

6. <u>Contract Awards.</u> The Department shall review and analyze each Contract offer. The Director, or his/her representative, may engage in preliminary negotiations to determine which offers warrant further consideration. The Director and/or representative shall investigate the potential supplier and proposed source of supply; and, as to any offer for fuel, the Department shall verify the adequacy of the proposed source of supply as to quantity, quality, and timely deliverability.

The evaluation shall include, but not necessarily be limited to, the response to the RFQ (items required by the RFQ for satisfactory operational, environmental, and economic criteria); diversity of supply; supplier credit assessment; transportation mode and cost; and diversity of suppliers to provide the lowest evaluated cost of electrical energy to the Unit bus bar over the long term.

From this initial evaluation, a select group of potential suppliers (a "short-list") of suppliers shall be developed for more in-depth evaluation. The Department may then engage in preliminary discussions to ensure that the offer warrants further evaluation and consideration. The objective of the negotiating discussions is to ensure that the Company achieves balanced terms and conditions and the lowest evaluated electrical energy delivered to the Unit bus bar and reliable supply consistent with other qualifiers related to supplier reliability, environmental restraints, transportation options, etc.

The recommended Supplier(s) shall be selected by the negotiating team based upon the evaluation criteria and the results of the negotiating discussions. The Department shall prepare a detailed Award Recommendation for approval. The Award Recommendation shall document the selection criteria and pertinent factors, and in circumstances where more than one company is selected, the recommendation shall describe the tonnage requirements and other responsibilities of each of the other recommended Suppliers.

All contracts for which the term, tenor or notional amount exceed the limits specified for the Director of Fuels must be approved and signed by applicable Senior Officer(s).

7. Spot Purchases. Spot purchases may be made by the Company whenever considered advisable by the Director in furtherance of the Company's Fuel and reagent needs, subject to the limit of authority as outlined by the Company.

8. Documentation. Contracts shall be signed by a duly appointed officer of the Supplier and the Company. A purchase order may be issued for a spot purchase. A purchase order shall contain all terms of that purchase. Further, the Department shall maintain documentation of the final list (log) of bidders, a copy of the entire bid package; bidder's responses; and the bid evaluation summary used for decision support.

9. Fuel Oil. Fuel Supply Procedures principally address procurement of solid fuel. Fuel oil is procured on an "as-needed" basis due to the infrequency of use of this fuel and the nature of the oil markets. When the need for oil arises, the Fuels Department shall act to solicit vendors for offers. Orders are assigned on the basis of lowest delivered cost per mmBTU and ability to fill the order. Solicitation results shall be documented and purchase orders issued in the Fuels Department for those purchases initiated and completed by the Department.

E. **Fuel Supply and Reagent Agreement Administration:**

1. Compliance. The Department shall review and analyze daily business and operational reports to properly administer all fuel and transportation agreements.

2. Coal weights. Coal weights shall be obtained by either the Company or by Supplier, upon agreement by Company. Coal weight is obtained by scale or draft method, depending upon Company site or methodology employed by Supplier to ascertain weights. In either event, coal weights are obtained by industry-accepted standards, and in cases where scales are utilized, are duly tested and maintained in proper order for such purpose. In cases where draft weights are utilized, the Company employs processes to verify actions to obtain draft weights and that such measures are by industry-accepted standards. Coal quantity is obtained by Station personnel and reported through the fuels information system or is provided by the Supplier pursuant to the contract agreement.

3. Coal sampling. Coal sampling and analysis shall be performed by either the Company or the Supplier, upon agreement by Company. Coal sampling and analysis shall be performed according to procedures adopted by the Company's laboratory in accordance with A.S.T.M. standards for coal sampling, coal sample preparation, coal sample identification, handling of sample, and coal analysis. Coal quality is assessed and reported through the fuels information system by

the Company's laboratory personnel or is provided by the Supplier pursuant to the contract agreement.

4. Amendments. A contract shall not be materially amended except after analysis by the Department and recommendation of the Director of Fuels or the Senior Vice President Energy Services and Chief Energy Officer. No material contract or purchase order addendum shall be made except upon recommendation of the Director and subject to the approval limits of the Company.

5. Contract Administration. The Director and the Department shall remain informed as to the terms and conditions of each current contract, and maintain the necessary data to administer the contracts. Every supplier request for a change in terms, conditions, or prices must be written and supported by adequate data in conformity with the contract. Each such request shall be analyzed by the Department against the contract provisions, and reported with recommendations to the Director. After review by the Director, the supplier request and Department's recommendations shall be approved as required by the Company. If any request is not approved in whole or in part, the Director shall advise the supplier, specifying the Company's objections with an adequate explanation. If the supplier's request is not approved, negotiation between the supplier and Company as dictated by contract terms shall be the primary method of resolving the issue.

6. Force Majeure. A supplier's claim for relief from compliance with fuel supply agreement terms due to force majeure conditions must be in writing with an adequate description of conditions warranting nonperformance. Each force majeure claim shall be reviewed by the Director and the company's legal counsel.

7. Inspections. The Director shall request inspections of mining and other facilities of a contract fuel and/or reagent supplier or other facilities as required or deemed necessary to manage the performance and contractual relationship (Contract Administration).

F. Fuel and Reagent Supply Agreement Enforcement:

1. General Enforcement Policy. Supplier obligations under Fuel or Reagent Supply Agreements shall be enforced by the Company in a reasonable, fair, and practical manner to achieve supplier compliance with the Company's overall procurement policy and the continuing supply of fuel to meet current and anticipated system requirements.

2. Director Responsibility. Whenever it is determined that a shipment does not meet Fuel Supply or Reagent Agreement terms, the Director, or his/her designee, shall inform the supplier and direct that subsequent shipments be in compliance. When necessary the Senior Vice President Energy Services and

Chief Energy Officer and the Director may determine, or receive advice, as to further action needed to assure fuel or reagent supply agreement compliance.

3. Legal Assistance. The Department shall have access to, and shall receive advice from, legal counsel as provided by the Company on any matter relating to Fuel, reagent, and related transportation procurement, contracts and amendments thereto, administration, and enforcement. Should a dispute as to a supplier's performance fail to be satisfactorily resolved by the Director, the matter shall be referred to legal counsel. Legal counsel may consider further negotiation, arbitration (if provided by the contract), or litigation. No arbitration or litigation shall commence except on the advice of said counsel with approval by senior management.

G. **Inventory Levels**:

The Company has an obligation to ensure continuous low cost, reliable service to its members. Decisions affecting fuel inventory shall consider these obligations.

The Company shall maintain an adequate inventory while allowing for enough flexibility to permit inventory levels to be responsive to known and anticipated changes in conditions in an attempt to avoid risks and stoppages due to unforeseen conditions. Inventory shall be recommended based upon, but not limited to, supplier performance, environmental conditions, labor matters, logistical issues and concerns, and generation requirements and dispatch. The general level of inventory shall be monitored for such matters and recommendations to adjust inventory to meet anticipated conditions shall be made from time to time. Such inventory recommendations shall be made by the Director for approval by the Senior Management of the Company.

Coal inventories and reagent shall be monitored and reported regularly via the Company's fuel information system(s).

H. **Emergency Procurement**:

Any one or more of the procedures described herein may be waived by the Senior Vice President Energy Services and Chief Energy Officer, when, in the informed judgment of the Director, and on his recommendation, fuel must be purchased without complying with one or more of such provisions due to extraordinary conditions including strikes, lockouts or other labor problems affecting fuel production, embargoes, mining or other problems affecting production or transportation, existing and/or forecasted extreme weather conditions, or any other conditions or circumstances that can be reasonably foreseen as impairing the continued supply of Fuel and reagent to the Company from its existing suppliers. When such a purchase is made, documentation of circumstances will be appended to the purchase order and/or contract file.

I. Transportation Services Contracts:

Transportation services bids shall be requested and Contracts negotiated whenever appropriate. Consideration shall be given to plant requirements, supplier loading capabilities, relative location of supplier to Stations, transportation mix, unloading capabilities and capacities at Stations, logistic constraints, transportation provider economics, Station material handling economics, and any other factor which might affect the delivery of Fuel and reagent to the Company's Stations.

Unless otherwise dictated by Emergency situations, the Solicitation process will be utilized for transportation services. The selection of transportation provider will generally be based upon, but not necessarily limited to cost, reliability, insurance, past / current performance, container availability and suitability for purpose, material handling capacities and constraints, transportation mix, and any other mitigating factors in terms of logistics.

All transportation service agreements shall be in written contractual form duly executed by an authorized supplier of service and the Company.

J. Ethics and Conduct:

The Company recognizes the importance of following appropriate Business Conduct to guide the conduct of the Fuels Department in the performance of its duties and responsibilities and as such has added a guide as addendum to this document.

Fuels staff shall endeavor to serve the best interests of the Company, its members, and stakeholders in the performance of their duties and responsibilities.

Fuels staff shall adhere to the ethical standards and policies of the Company. Each contractual document shall denote that the contract was prepared and executed in ethical dealing.

**EXCERPT FROM THE MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF BIG RIVERS ELECTRIC CORPORATION
HELD IN HENDERSON, KENTUCKY, ON
JUNE 15, 2007**

Director Elder moved, seconded by Director Butler, that the Hedge Policy be adopted as presented to be effective when management deems appropriate and so advises the board of directors. The motion was unanimously adopted.

I, Paula Mitchell, Executive Secretary of the Board of Directors of Big Rivers Electric Corporation, hereby certify that the above is a true and correct excerpt from the minutes of the Regular Meeting of the Board of Directors of said Corporation held on 6-15-07.

Paula Mitchell

Big Rivers Electric Corporation

COMPANY POLICY

POLICY NUMBER: 103	**ORIGINAL EFFECTIVE DATE: _______**
APPROVED BY: Board	**ORIGINAL APPROVAL DATE: 6-15-07**
DATE LAST REVISED: _______	

HEDGE POLICY

1. Objective

The Big Rivers Electric Corporation ("BREC") Hedge Policy outlines the energy hedging policy (natural gas, coal, and electricity) that will guide disciplined hedging of forward energy resources. This Hedge Policy is designed to reduce member wholesale rate volatility and to maintain rates within desired tolerances. The primary purpose of this policy is to identify specific time and volume (as a % of total projected native load) criteria for procuring projected energy needs.

This policy largely employs a price-averaging strategy of declining percentage of energy supply positions held over forward time periods. This strategy protects BREC from potential adverse impacts that could result in either significant energy price increases or decreases. The strategy also maintains some elements of procurement flexibility. For example, during times of extremely attractive market conditions, this policy allows for increasing the amount of forward energy hedged above the stated ranges with the concurrence of the Board of Directors ("Board"). A key component of the policy is a monthly compliance report for the Board, which is outlined herein.

Although this document is primarily concerned with managing energy costs and risks, a limited amount of discussion on capacity adequacy, transmission congestion risk, and fuel transportation based on similar principles is included. Appendix A includes a more comprehensive review of the objectives of this policy.

2. Hedge Policy Criteria

The hedging criteria identified within this policy address the primary energy supply portfolio components that affect rates and reliability the most. Accordingly, the hedge criteria in the following sections represent the risk tolerance of BREC and identify the processes BREC will employ to manage these key energy supply risks.

a. Fixed Price Energy Policy - Volumetric and Lead Time Criteria for Energy Hedging

The policy employs a total energy hedging methodology whereby the MWh equivalent of all energy hedges are compared to the expected native load of BREC. Total energy hedged is the MWh equivalent of the sum of fuel purchases and electricity purchases. To apply as an energy hedge, fuel purchases must be combined with physical generation ownership or contracted capacity. The MWh equivalent hedge from fuel purchases will be the volume of mmBTUs of fuel procured for the unit or contract divided by the expected average heat rate of the generation unit or contract divided by 1,000.

Rolling Monthly Hedge Ranges

One criteria of this policy is to have energy procured within defined volumetric ranges during the following rolling timeframes. These ranges identify the percentage of BREC's projected total energy needs that will be procured with fixed price energy over a given time period. For purposes of this policy, energy needs are considered hedged or procured to the extent that the projected need is met by 1) authorized power transactions, as defined in the BREC Trading Authority Policy, or 2) authorized fuel transactions combined with physical generation unit ownership, heat rate transactions, or physical capacity transactions. Option transactions with out of the money strike prices may be used to hedge forward volumes, provided that they do not account for more than 15 percent of the projected energy needs in any given month, and they are not more than 50 percent out of the money at the time of the transaction.

Lead Time	**Months 1 to 12**	**Quarters 5 to 8**	**Quarters 9 to 12**	**Years 4 to 5**
Measurement Period	Rolling	Rolling	Rolling	Calendar Year
Hedging Frequency	Monthly	Quarterly	Quarterly	Annual
Range (%)	80-100	60-85	50-75	40-70

For the above table, BREC will hedge projected energy needs based on the following criteria:

- Lead Time: The amount of time from the current period. Defined in months, quarters, or years.

- Measurement Period: This is the mechanism under which this volumetric range is measured. There are two measures - rolling, where the measurement period changes monthly and calendar year, where the measurement period is only changed at the change of a calendar year. In the case of conflict, the rolling criterion has precedence over calendar year.

- Hedging Frequency: This is primarily useful in conjunction with the rolling measurement period. This is the frequency that the rolling measurement period changes for policy compliance reporting purposes. The hedging frequency period prevents, for example, a situation where the transaction execution staff would have to hedge month 36 (the last month of quarter 12) at a time where monthly purchases are very illiquid (not readily available).

- Range: This is the range of overall energy needs that will be hedged with fixed price energy, of which up to 15 percent may be covered with options.

Energy procurements that deviate from the stated range will require approval of the Board, and will be part of the regular reporting to the Board.

b. Hedge Timing and Volumetric Minimums

In meeting these volumetric parameters, BREC will have the following minimum percentages of energy hedged no later than the lead time as identified in the table below. For example, by November 30, 2007, BREC will have a minimum of 85 percent of its projected energy needs for January, February and March 2008 (months 1-3) procured, and for the months October, November, and December 2008 (months 10-12) a minimum of 70 percent of the total projected energy requirement will be procured. Of course, this minimum amount can be hedged well before that date based on the ranges in the prior section. As with the volumetric lead-time criteria, a time frame in months takes precedence over a time frame in quarters, which takes precedence over a time frame in years.

Time Frame	**Months**				**Quarters**		
Lead time	1-3	4-6	7-9	10-12	5	6-8	9-12
Range Minimum %)	85	80	75	70	65	55	50

BREC will maintain hedges at the minimum volumetric level for the specified lead times. Any deviation from the minimum volume for the specified lead time will require Board approval and all deviations will be reported to the Board.

c. Natural Gas, Fuel Oil, and Coal Hedging

Natural gas, coal, fuel oil, and power hedging will be a complementary hedging activity since BREC has natural gas and coal-fired generation and because it procures replacement power when generation units are unavailable. BREC may also hedge with natural gas, fuel oil or coal if it enters a transaction that uses a natural gas, fuel oil, or coal index price to derive its electricity cost. Such natural gas, fuel oil, and coal-related generation or purchase transactions, while considered capacity, would not be considered energy hedges until the projected natural gas, fuel oil, and coal volumes are procured. The monthly hedge criteria are measured based on total energy exposure for native load (total projected electricity needed for native load minus energy already hedged). In order to allow flexibility in overall energy hedging decisions (e.g., economically hedging additional needs via natural gas or coal contracts versus power purchases), specific sub-targets for natural gas hedging are not set within this policy.

d. Capacity Hedging

BREC will comply with the SERC reliability council capacity requirement rules, or any successor reliability oversight group. The purpose of capacity requirements is to ensure that each entity that serves load must own or purchase sufficient capacity to meet its peak load plus a reserve margin. Meeting such requirements can be done through ownership of generation assets or purchase transactions.

For reliability purposes, this hedging policy also calls for the establishment of a minimum capacity reserve margin for future time periods. The actual reserve margin that BREC employs should consider regional reserve margins, market liquidity and depth, expected physical capacity transaction negotiations or plant construction, the cost and reliability consequences of being short capacity requirements, and the potential use of industry curtailment agreements. BREC will always comply with all applicable regulatory capacity requirements, but BREC will furthermore price average into any capacity reserves that it procures from the market similar to its approach for energy hedges. This policy calls for a minimum summer and winter reserve margin for future periods as identified in the table below. Non-peak seasons will be tracked, reported, and prudently managed by the staff.

	Upcoming		2nd Season		3rd Season	
	Summer	Winter	Summer	Winter	Summer	Winter
Minimum Capacity Reserve Margin	8%	8%	7%	7%	6%	6%

On an annual basis, BREC will assess and recommend to the IRMC capacity reserve target levels for the upcoming three seasons. The Board will be advised of the targets, but if the targets are below the minimum levels or exceed the minimum levels by more than 10 percent (e.g., over 18 percent reserve for the upcoming summer), then it will require Board approval.

e. Sulfur Dioxide and Nitrous Oxide Emission Allowance Hedging

BREC must meet EPA environmental compliance standards and a rather developed liquid market exists for the purchase and sale of emission allowances to meet such requirements.

This hedging policy calls for the establishment of an emission allowance procurement process to meet expected future requirements. Fixed price hedges for emission allowances include 1) actual or expected emission allowances allocated to BREC from the EPA, 2) fixed price allowance purchases and sales, and 3) projected, budgeted, and Board-approved emission control equipment additions. Options with "out of the money" strike prices may be used to hedge forward volumes, provided that they do not account for more than 15 percent of the projected emission needs in any given month, and they are not more than 50 percent out of the money at the time of the transaction. BREC will always comply with all applicable EPA emission standards (including new pollutants), and BREC will price average into its emission allowance position when purchasing emission allowances. Emission allowance needs will be managed similar to its approach for energy. BREC will maintain fixed price allowance hedges based on the following table.

Lead Time	**Current Calendar Year**	**Calendar Year Two**	**Calendar Year Three**
Range (%)	80-120	70-130	60-140

To meet these parameters, BREC will have the minimum percentages of fixed price allowance hedges in place for the periods identified in the table above. For example, for the current calendar year, BREC will have a minimum of 80 percent of its projected allowance needs hedged at any point in time within the year, and for calendar year two, a minimum of 70 percent of the total projected allowance requirements will be in place. Additionally, BREC will never finish the current year in a short emission allowance position. Furthermore, by the end of the current calendar year (or EPA compliance season), BREC must have no less than 105 percent of its projected emission requirements for that current year or season.

While the ranges above allow for excess allowances to be held by BREC, this can only be done if excess allowances are awarded to BREC through the Environmental Protection Agency emission allowance program, or if plans to bank the allowances for future years are documented. BREC will not buy emissions from the market for any given year if it results in emission allowances that exceed 105 percent of its expected needs without prior Board approval.

f. Resource Diversity Management

BREC will manage its concentration risks on a rolling 12-month basis by diversifying its energy supply resources as follows:

Capacity resources (generation and purchased power contracts) shall not exceed 30 percent concentration from a single resource or supplier. Fuel supply contracts will be diversified such that no more than 20 percent (but not more than 1.2 million tons) will be from a single supplier for any rolling 12-month period.

Exceptions to these limits shall require approval of BREC's Board.

g. Risk Measurement and Compliance Reporting

Risk measurement and policy compliance within the volumetric and lead time criteria will be demonstrated on a regular basis in the ACES monthly portfolio model risk report. This report will generally cover three years of projections with five-year runs performed at least twice per year or when market conditions indicate the potential to cost-effectively hedge beyond three years. A brief outline of the contents of the ACES monthly report is contained in Appendix B.

<u>Responsibility</u>

It shall be the responsibility of the Board, CEO and IRMC to ensure compliance with this policy. Implementation of this policy shall adhere to the authority granted in the Trading Authority Policy.

Appendix A—Comprehensive Policy Objectives and Implementation Controls

Insulate portfolio from near term shocks

Spot market wholesale power, coal, natural gas, capacity and emission allowance market volatility can create a financial burden to BREC and, therefore, BREC's objective is to minimize exposure to this short-term volatility. In order to mitigate the financial exposure to short-term price shocks, BREC should continually reduce its exposure to these markets as a certain time period nears. Upcoming months should be hedged close to 100 percent as the month nears. An upcoming calendar year should be more hedged than out years. This should provide more budget certainty and reduce the likelihood of unsettling cost changes.

Interaction with Rates

Although purchases above the specified hedge ranges are not generally pursued, the flexibility of this hedging strategy allows for rate impact assessments to play an important role. In general, if satisfied with the rate consequence, BREC can buy towards the top of the hedge range or seek approval from the Board to exceed the ranges.

During an upcoming 12-month period, a rate driven target to fill and/or a trailing stop can be used to drive residual purchases. Since this time interval allows hedges up to 100 percent (if achievable), a rate objective could be used in this timeframe while imposing little risk of becoming too out of balance with the market as is the case for the out years.

Another key component of the hedging strategy is to understand the impact of various market conditions on BREC's all-in member rates. Ongoing analyses of the relationship between BREC's rates and various market price levels allows recognition of market conditions where additional purchases are warranted to pursue an attractive absolute rate level.

Execution Strategy and Potential Departures

Execution strategies will be developed to implement this hedging policy. Hedges will be entered based on disciplined execution strategies developed to comply with this policy. Execution strategies will include considerations of hedge timing, market price levels, rates and the BREC budget. Execution strategies will be approved by the IRMC not less than quarterly.

Departures above the monthly ranges or for additional years past the stated horizon should only occur when market prices indicate fundamental value. Fundamental value will be determined with a historical view of market prices combined with forward looking fundamental supply and demand dynamics given expected generation diversity. Fundamental value can also address BREC's desire to stabilize a portion of its long-term rates through long-term transactions or asset ownership.

As an example, given current market price dynamics, BREC could consider buying above the hedging ranges and/or for added years if forward power drops below $28/MWh for an annual 7x24 block. The execution strategy may specify the magnitude and duration of departure from the stated hedging ranges. It might indicate that at $25/MWH prices add 15 percent to the range and extend hedging to four years.

Execution strategies are continually in the development stage, but will become an important aspect of the hedging policy. Approved execution strategies will be firmly followed, but may be modified through the IRMC.

Appendix B – ACES Monthly Report on the BREC Portfolio

- Purpose – A consistent report to formally communicate risk, hedging activities, and other information to the IRMC and the Board, including:
  - Projected costs,
  - Changes in projections compared to the previous report and the budget,
  - Market changes,
  - Probability or "certainty" in the projections,
  - Potential changes in projected costs due to stress events such as drastic forward price changes,
  - Actual hedges compared to hedge policy ranges.

- Addendums – Periodically or as necessary the report may contain risk assessments or decision support information for issues such as:
  - Hedging opportunities outside of policy (e.g., long-term transaction/power plant investments),
  - Longer term portfolio risk assessments.

EXCERPT FROM THE MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF BIG RIVERS ELECTRIC CORPORATION HELD IN HENDERSON, KENTUCKY, ON OCTOBER 16, 2009

After an explanation by Al Yockey, Director Elder moved, seconded by Director Elliott, that the proposed changes to Policy 101 (formerly the Trading Authority Policy, renamed the Energy Related Transaction Authority Policy) be approved as presented. The motion was unanimously adopted.

I, Paula Mitchell, Executive Secretary of the Board of Directors of Big Rivers Electric Corporation, hereby certify that the above is a true and correct excerpt from the minutes of the Regular Meeting of the Board of Directors of said Corporation held on 10-16-09.

Paula Mitchell

Big Rivers
ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative

COMPANY POLICY

POLICY NUMBER: 101	**EFFECTIVE DATE: 10-16-09**
APPROVED BY: Board	**APPROVAL DATE: 10-16-09**
Revision 1	

ENERGY RELATED TRANSACTION AUTHORITY POLICY

1. Policy Purpose

The purpose of this policy is to define the authority granted by the Big Rivers Electric Corporation ("Big Rivers") Board of Directors ("Board") to the President & Chief Executive Officer ("CEO") to execute, or to delegate authority to execute energy-related transactions. Furthermore, it sets forth clarity and empowerment among those with transaction authority and is designed to encourage communication among individuals with transaction authority and the Board.

2. Objective

The objective of Big Rivers' Energy Related Transaction Authority Policy is to define:

- Who has authority to execute transactions,
- The commodities and products that can be transacted,
- The authorized lead-time and term for each transaction,
- The authorized maximum price and volume,
- Counterparty contract and credit requirements,
- The process for approving new commodities, products or locations,
- Big Rivers' intention regarding hedging and speculating,
- Other relevant factors associated with due diligence in authorizing transactions to be executed.

3. Procedural Requirements

The following defines the procedural requirements that apply to all commodities and products transacted pursuant to this policy.

Execution Authority

Execution Authority is outlined by commodity in the authority matrix sections found below. All column limits in these matrices are applied independently of one another for each authority level, in that no individual column limit may be exceeded without authorization, regardless of whether a transaction does not exceed another column limit for that same authority level. Limits for each level of authority are cumulative, and include all column limits up to and including that level. The authority granted in this policy should not violate any other policy limits.

The transaction limits apply to both purchases and sales. Daily limits are applied to gross amounts transacted in total for the day, and not to purchases and sales netted together.

This policy identifies Board-authorized levels for the CEO and explicitly gives the CEO the authority to delegate authority levels to Big Rivers' staff and ACES Power Marketing ("APM"). The CEO has the authority to modify delegated authority levels (noted in Appendix A) at his sole discretion as long as the delegated authority does not exceed his own authority per this policy. All delegated authority levels below the Senior VP Energy Services level will be recommended by the Senior VP Energy Services and approved by the CEO.

Contract Requirements

Transactions with counterparties shall only be permitted if Big Rivers has either:

- An active, valid, and executed agreement enabling such transaction activity with that counterparty,
- Long-form confirmations may be used as a valid agreement in lieu of a permanent agreement, when necessary if approved in writing by the Big Rivers CEO.

Credit Requirements

Credit limits for each counterparty shall not be intentionally exceeded. *(Note: Since credit exposures are a function of not only positions transacted, but also a function of market pricing and volatility, credit exposure to counterparty may unintentionally exceed a credit limit purely due to changes in the forward market).*

Entering into unsecured transactions with a counterparty that has total credit exposure greater than or equal to its open line of credit and the total of any security currently provided will not be allowed unless approved in writing by the Big Rivers CEO.

Credit Sleeving

All sleeving transactions for credit purposes shall be approved by the CEO. *(Note: Sleeving is an arrangement where a more financially reputable entity acts as middleman for a smaller, undercapitalized entity in the purchase or sale of power.)*

Contract Sleeving

This policy does not prohibit Big Rivers from being positioned between another member or customer of APM and an external counterparty in order to bridge a contract gap that exists. The sleeve must:

- Be only for physical power, transmission or natural gas, not transportation,
- Be only for terms of one month or less.

Contract sleeving on behalf of Big Rivers is approved when it is either the only or the most economical path to pursue at the discretion of APM, with prompt after-the-fact notice to the Big Rivers Senior VP Energy Services.

Transaction Communications

All communications for bilateral electric power transactions must be transacted via a recorded communication method. Examples include, but are not limited to, voice recorded communication land or cellular phone, instant messaging or via an online broker account. Recorded communications must be maintained and controlled by personnel who are independent of the transaction function.

Deal Capture

Any transactions executed by a Big Rivers employee must be promptly forwarded to APM after the deal execution.

Speculation

Speculation refers to a purchase or sales transaction in which the intent was to realize a profit without taking physical delivery. No speculative transaction activities shall be permitted, and no speculative transaction positions shall be initiated. Transactions will be permitted only for purposes of hedging and portfolio optimization.

Non-Standard Products

The Board must pre-approve any transaction that involves commodities or products not listed in this policy.

Transactions Requiring Board Approval

Transactions which meet any of the following criteria must be pre-approved by the Board prior to execution:

- The transaction is a new commodity or within the list of commodities not previously transacted by Big Rivers,
- The transaction is at a location in which no transactions are permitted,
- The transaction is for something other than: physical spot or forward electricity, natural gas, fuel oil, solid fuel, ancillary services, capacity, power transmission, financial transmission rights, gas transportation, gas imbalance and storage, solid fuel transportation, exchange transacted energy products, over-the-counter (OTC) financial energy transactions, OTC energy options, federal SO_2 or NOx emission allowances, renewable energy credits or a unit outage insurance product.

Examples of new instruments would include the use of derivatives with different risk characteristics or the use of derivatives to implement different business strategies or goals. New instruments or locations would also include those instruments or locations that may be transacted on a "one-off" basis, which would be implementation of a derivative instrument or entry into a commodity market that, despite the anticipation of being transacted just once, would still fit the definition of a new instrument or location.

The purpose of defining a process for such transactions as noted above is to ensure that the exposures associated with them are thoroughly reviewed and understood by the Board and appropriate transaction controls are in place. The Board must approve the use of such transactions prior to execution using the process defined below:

a) Transaction Proposal - The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, transaction controls, valuation methodology, accounting methodology, operations workflow/ methodology, and assessment of legal and regulatory issues.

b) Board Review - The Board will perform a review of the benefits and risks of the proposed transaction. The Board will assess the proposed transaction and make a determination whether to add the proposed transaction to the approved list.

c) Approval (Pilot Program) – The Board may approve limited use of the proposed transaction to ensure that proper controls are in place to monitor the activity. The Board may approve the proposed transaction without instituting a Pilot Program if the proposed transaction is going to be used once (one off), where it would not be prudent to test it in a shorter time frame or smaller quantity due to constraints such as liquidity or length of term of product. The Board will use more scrutiny in approval of one-off transactions.

4. Bilateral Electric Power and Transmission Transaction Authority

The following outlines transaction limits, definitions, and procedural requirements for power and power transmission transactions.

<table>
<tr><th colspan="2"></th><th colspan="4">Per Transaction Limits (up to)</th><th colspan="2">Per Delivery Day Limits (up to)</th><th colspan="2">Aggregate Limits</th></tr>
<tr><th>Title</th><th>Product</th><th>Term</th><th>Lead Time</th><th>MW Size</th><th>$/ MWH</th><th>Total Volume MWH</th><th>Total $</th><th>Total Volume MWH</th><th>Total $</th></tr>
<tr><td>Board</td><td>Electric Power and Transmission</td><td>No Limit</td><td>No Limit</td><td>No Max.</td><td>No Max.</td><td>No Max.</td><td>No Max.</td><td>No Max.</td><td>No Max.</td></tr>
<tr><td rowspan="2">CEO</td><td rowspan="2">Electric Power and Transmission</td><td>> 1 Year ≤ 3 Years</td><td rowspan="2">≤ 2 Years</td><td>50</td><td>$150</td><td rowspan="2">21,600</td><td rowspan="2">$10.8 million</td><td rowspan="2">1,800,000</td><td rowspan="2">$110 million</td></tr>
<tr><td>≤ 1 Year</td><td>No Max.</td><td>No Max.</td></tr>
</table>

Power Authority Matrix Explanations

- Transaction limits represent the MW volume per hour and dollars/MWH for each transaction executed.
- Per Delivery Day Limits represent the total MWH volume and dollars for all transactions delivered in a given transaction day.
- Aggregate Limits represent the sum total MWH volume and dollars for all forward transactions.
- Lead time represents the time period from the date the transaction is executed to the start of the transaction.
- Authorized products include electric power and transmission, including physical transactions, as well as capacity and ancillary services.
- Authority for PJM and MISO products is defined in the authority matrices below.

Delivery Locations

Transactions at delivery locations outside the eastern interconnect are not permitted. Transaction at delivery locations that are normal to the daily course of business for Big Rivers, to the extent transmission is available, are authorized as follows:

Unrestricted Delivery Locations

- SERC Reliability Region
- MISO
- PJM
- RFC Reliability Region
- SPP

Transaction at any other delivery locations within the eastern interconnection shall be restricted as follows:

Restricted Delivery Locations

Other eastern interconnection locations only with approval by the Big Rivers CEO.

Firmness of Power

The product firmness of all transactions must be provided for in an executed agreement between Big Rivers and the appropriate counterparty. Sales commitments must never be more firm than the supply source, including the purchase side of back-to-back sales, swaps, sleeves or spreads unless the Big Rivers CEO gives explicit written authority to sell power that is more firm than the supply source. Energy purchased as firm liquidated damages may be resold as such.

Transmission Firmness and Volume

Transmission purchases need to be of equal firmness and volume to the energy component that such transmission purchase is associated with, unless pre-approved otherwise by the Big Rivers CEO. (Note: Purchasing small percentages of additional transmission to cover transmission losses is permitted.) In addition, transmission may be reserved but not utilized if an energy schedule is not confirmed prior to scheduling deadlines outside of Big Rivers' or APM's control. When this occurs it is not considered a violation of this policy.

5. MISO Transaction Authority (Non-Bilateral)

The following outlines transaction limits, definitions, and procedural requirements for MISO products.

<table>
<tr><th></th><th></th><th colspan="4">MISO Per Transaction Limits (up to)</th></tr>
<tr><th>Title</th><th>Product</th><th>Delivery Lead Time</th><th>Term</th><th>MW Size</th><th>$/MWh</th></tr>
<tr><td>Board</td><td>All MISO Products</td><td>No Limit</td><td>No Limit</td><td>No Max</td><td>No Max</td></tr>
<tr><td rowspan="7">CEO</td><td>Generation Awards</td><td rowspan="4">Not Presently Transacted</td><td rowspan="4">Not Presently Transacted</td><td rowspan="4">Not Presently Transacted</td><td rowspan="4">Not Presently Transacted</td></tr>
<tr><td>Demand Awards</td></tr>
<tr><td>Ancillary Service Awards</td></tr>
<tr><td>Capacity</td></tr>
<tr><td>Financial Transmission Rights</td><td>≤2 Years</td><td>≤1 Year</td><td>400</td><td>$14</td></tr>
<tr><td>Virtual Transaction Awards</td><td rowspan="2">As Required by MISO</td><td rowspan="2">1 Operating Day</td><td rowspan="2">No Max</td><td rowspan="2">MISO Price Cap</td></tr>
<tr><td>Imports/Exports</td></tr>
</table>

MISO Authority Matrix Explanations

- Virtual transaction award limits are per each bid/offer nodal point. Virtual purchase awards and virtual sales awards are monitored separately.
- Imports and exports are per location and are monitored separately.

Note that all MISO ISO day-ahead transactions, such as price-sensitive offers and bids for importing and exporting from MISO, are financially firm. Hence an exception from the firmness of power for adjustments to these day ahead transactions intraday is acceptable due to the fact that these adjustments are hourly and non-firm.

6. PJM Transaction Authority (Non-Bilateral)

The following outlines transaction limits, definitions, and procedural requirements for PJM products.

		PJM Per Transaction Limits (up to)			
Title	**Product**	**Delivery Lead Time**	**Term**	**MW Size**	**$/MWh**
Board	All PJM Products	No Limit	No Limit	No Max	No Max
CEO	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights	≤2 Years	≤1 Year	400	$14
	Virtual Transaction Awards	As Required by PJM	1 Operating Day	No Max	PJM Price Cap
	Imports/Exports				

PJM Authority Matrix Explanations

- Virtual transaction award limits are per each bid/offer nodal point. Incremental purchase awards and decremental sales awards are monitored separately.
- Imports and exports are per location and are each monitored separately.
- Only financial transmission rights that are bought and sold via the annual and monthly auctions or in the secondary market are monitored per the limits above.

Note that PJM RTO day-ahead transactions, such as price-sensitive offers and bids for importing and exporting from PJM are financially firm. Hence an exception from the firmness of power for adjustments to these day ahead transactions intraday is acceptable due to the fact that these adjustments are hourly and non-firm.

7. Natural/Synthetic Gas and Transportation Transaction Authority

The following outlines transaction limits, definitions, and procedural requirements for natural/synthetic gas (Gas) and transportation transactions.

		Per Transaction Limits (up to)				Per Transaction Day Limits (up to)		Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**Physical Volume per Day MMBtu**	**$/ MMBtu**	**Physical Volume MMBtu**	**Total $**	**Total Physical Volume MMBtu**	**Total $**
Board	Gas Products	No Limit	No Limit	No Max.	No Max.	No Max.	No Max.	No Max.	No Max.
CEO	Physical	>1 Year ≤ 2 Years	≤2 Years	25,000	$20	25,000	$500,000	1.2 million	$24 million
		≤ 1 Year		No Max.	No Max.				

Gas Authority Matrix Explanations

- Transaction limits represent the physical MMBtu volume per day and dollars/MMBtu for each transaction executed.
- Per transaction day limits represent the total physical MMBtu volume and dollars for all transactions delivered in a given transaction day.
- Aggregate limits represent the total physical MMBtu volume and dollars for all forward transactions.
- Lead time represents the time period from the date a transaction is executed to the start of the transaction.
- The dollar limits are based upon commodity gas only and do not include transportation, however, the term, lead time, and volume limits do apply to transportation.
- One monthly NYMEX contract contains 10,000 MMBtu.
- Gas products include physical gas, as well as transportation, imbalance and storage. The above authority matrix applies to both exchange transacted and OTC derivative products.

Gas Firmness

The product firmness of all transactions must be provided for in an executed agreement between Big Rivers and the appropriate counterparty. Sales commitments of Gas must never be more firm than the Gas supply source unless pre-approved by the Big Rivers CEO.

Transportation Firmness and Volume

Transportation purchases need to be of equal firmness and volume to the Gas component that such transportation purchase is associated with, unless pre-approved otherwise by the Big Rivers CEO.

Delivery Locations

Gas transactions may only be executed at the following locations:

- Henry Hub,
- Pipelines and hubs that serve Big Rivers' gas powered generation unit(s).
- Gas transactions may only be executed at the following locations:
- Pipelines and hubs that can directly serve Big Rivers' gas powered generation unit(s).

Physical Gas transactions may only be executed at other locations upon approval of the Big Rivers CEO and such transactions must support the hedging needs of Big Rivers.

8. Fuel Oil Transaction Authority

The following outlines transaction limits, definitions, and procedural requirements for physical fuel oil transactions.

Fuel oil hedging will be conducted to hedge price risk associated with fuel oil used for plant start-up or to hedge potential fuel oil or diesel fuel price risk contained within solid fuel contracts.

<table>
<tr><th colspan="2"></th><th colspan="4">Per Transaction Limits
(up to)</th><th colspan="2">Aggregate Limits
(up to)</th></tr>
<tr><th>Title</th><th>Product</th><th>Term</th><th>Lead Time</th><th>Physical - Volume Gallons</th><th>$/Gallon</th><th>Total Physical - Volume Gallons</th><th>Total $</th></tr>
<tr><td>Board</td><td>Physical Fuel Oil</td><td>No Limit</td><td>No Limit</td><td>No Max</td><td>No Max</td><td>No Max</td><td>No Max</td></tr>
<tr><td rowspan="2">CEO</td><td rowspan="2">Physical Fuel Oil</td><td>≥ 1 Year
< 3 Years</td><td rowspan="2">≤2 Years</td><td>1,000,000</td><td>$6</td><td rowspan="2">6,000,000</td><td rowspan="2">$36 million</td></tr>
<tr><td>≤ 1 Year</td><td>No Max</td><td>No Max</td></tr>
</table>

Fuel Oil Authority Matrix Explanations

- Transaction limits represent the total gallons and dollars/gallon for each transaction executed.
- Aggregate limits represent the sum total gallon volume and dollars for all forward transactions.
- One monthly NYMEX contract represents 42,000 Gallons (1,000 Barrels).
- Lead time represents the time period from the date a transaction is executed to the start of the transaction.

9. Solid Fuel Transaction Authority

The following outlines transaction limits, definitions, and procedural requirements for solid fuel transactions.

		Per Transaction Limits (up to)				Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**Volume Tons**	**$/Ton**	**Total Volume Tons**	**Total $**
Board of Directors	Physical Solid Fuel	No Limit	No Limit	No Max	No Max	No Max	No Max
CEO	Physical Solid Fuel	> 1 Year ≤ 3 Years	≤2 Years	1,500,000	$50	2 million	$100 million
		≤ 1 Year		1,000,000	$50		

Solid Fuel Authority Matrix Explanations

- Authorized products include physical spot and forward transactions and options on physical forwards.
- Per transaction limits represent the total quantity in tons and dollars/ton for each transaction executed.
- Aggregate limits represent the sum total quantity in tons and dollars for all forward transactions.
- Lead time represents the time period from the date a transaction is executed to the start of the transaction.

10. Solid Fuel Transportation Transaction Authority

The following outlines transaction limits, definitions, and procedural requirements for solid fuel transportation transactions.

<table>
<tr><th colspan="2"></th><th colspan="4">Per Transaction Limits (up to)</th><th colspan="2">Aggregate Limits (up to)</th></tr>
<tr><th>Title</th><th>Product</th><th>Term</th><th>Lead Time</th><th>Volume Tons</th><th>$/Ton</th><th>Total Volume Tons</th><th>Total $</th></tr>
<tr><td>Board</td><td>Barge, Rail or Truck Transportation</td><td>No Limit</td><td>No Limit</td><td>No Max</td><td>No Max</td><td>No Max</td><td>No Max</td></tr>
<tr><td rowspan="2">CEO</td><td rowspan="2">Barge, Rail or Truck Transportation</td><td>> 1 Year ≤ 3 Years</td><td rowspan="2">≤2 Years</td><td>3 million</td><td>$9</td><td rowspan="2">6 million</td><td rowspan="2">$54 million</td></tr>
<tr><td>≤ 1 Year</td><td>No Max</td><td>No Max</td></tr>
</table>

Solid Fuel Transportation Authority Matrix Explanations

- Authorized products include barge, rail and truck transportation transactions.
- Per transaction limits represent the total quantity in tons and dollars/ton for each transaction executed.
- Aggregate limits represent the sum total quantity in tons and dollars for all forward transactions.
- Lead time represents the time period from the date a transaction is executed to the start of the transaction.

11. Emission Allowances Transaction Authority*

The following outlines transaction limits, definitions, and procedural requirements for emissions transactions.

		Per Transaction Limits (up to)				Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**Volume Tons**	**$/Ton**	**Total Volume Tons**	**Total $**
Board	Federal SO_2 and NOx Emission Allowances	No Limit	No Limit	No Max	No Max	No Max	No Max
CEO	Federal SO_2 Emission Allowances	> 1 Year ≤ 2 Years	≤2 Years	5,000	$500	20,000	$10 million
		≤ 1 Year		No Max	No Max		
	Federal NOx Emission Allowances	> 1 Year ≤ 2 Years		2,500	$4,000	12,500	$50 million
		≤ 1 Year		No Max	No Max		

Emission Allowance Authority Matrix Explanations

- The authority matrix above represents authority for SO_2 and NOx emission allowances.
- Per transaction limits represent the total quantity in tons and dollars/ton for each transaction executed.
- Aggregate limits represent the sum total quantity in tons and dollars for all forward transactions.
- Lead time represents the time period from the date a transaction is executed to the start of the transaction.

*Per Appendix A of the Kentucky Public Service Commission order dated March 6, 2009 in case 2007-00455 Big Rivers commits to not sell SO_2 allowances in its inventory (excluding the 14,000 SO_2 allowances acquired in conjunction with the Unwind Transaction) unless the sale is cost-effective based on a written policy which reflects short- and long-term allowance needs and prices.

12. Acknowledgements

Clear Authority and Staff and APM Authority Delegations

Where authority is further downward delegated, it must be approved by written signature of the next authority level up prior to any execution. In no case will the Big Rivers staff or APM transaction delegations exceed that of the Big Rivers CEO.

Violations and Sanctions

Violations of this Authority Policy must not occur. Any person covered by this policy who becomes aware of a violation of the Authority Policy has an affirmative duty to report the violation to the department head in which the violation occurred and to the Vice President of Governmental Relations and Enterprise Risk Management who in turn shall inform the Big Rivers CEO. However, if it is believed that the Big Rivers CEO is involved then the Big Rivers Chairman of the Board shall be notified. The responsible party (ies) will be sanctioned according to Big Rivers Risk Management Sanctions Policy (for Big Rivers Employees only, APM employees are governed by the ACES Power Marketing Trading Sanctions Policy).

Policy Effective

This Transaction Authority Policy is in effect upon the Board's approval and shall remain in effect until a revised policy has been approved by the Board.

Responsibility

It shall be the responsibility of the Board, the CEO, the Big Rivers-IRMC and the APM-IRMC to ensure compliance with this policy.

Big Rivers Policy 101 Revision Record			
Number	Date	Notes	Approved by
Rev. 0	06-15-07	Trading Authority Policy 101 w/o matrices	Big Rivers' Board
Rev. 1	10-16-09	Energy Related Transaction Authority Policy 101 w/matrices	Big Rivers' Board

Big Rivers
ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative

Appendix A to Energy Related Transaction Authority Policy 101

APPROVED BY: CEO **APPROVAL DATE: 11-04-09**

CEO Signature______________________________
Revision 0

STAFF AND APM TRANSACTING AUTHORITY DELEGATIONS

1. Purpose

The purpose of this appendix is to define the authority granted by the Big Rivers CEO ("CEO") to Big Rivers' staff and APM to execute energy-related transactions.

2. Objective

The objective of this appendix is to extend authority within Policy 101 to Big Rivers' internal staff and APM.

3. Procedural Requirements

As an appendix to Policy 101, all requirements and criteria stated within Policy 101 apply to this appendix.

Delegation of authority regarding Contract Requirements

The CEO delegates his authority to use a long form confirmation as a valid agreement in lieu of a master agreement when necessary to the Senior VP Energy Services and designated Directors.

4. Bilateral Electric Power and Transmission Transaction Authority

The following outlines Big Rivers' staff and APM transaction limits for power and power transmission transactions.

		Per Transaction Limits (up to)				Per Delivery Day Limits (up to)		Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**MW Size**	**$/MWH**	**Total Volume MWH**	**Total $**	**Total Volume MWH**	**Total $**
Senior VP Energy Services	Electric Power and Transmission	> 1 Month ≤ 1 Year	≤ 1 Year	50	$85	16,200	$8.1 million	657,000	$55.8 million
		≤ 1 Month		200	No Max				
Director of Power Portfolio Optimization and Director of Resources & Forecasting	Electric Power and Transmission	> 1 Month ≤ 3 Months	≤ 1 Year	50	$75	14,000	$7.0 million	500,000	$37.5 million
		> 1 Week ≤ 1 Month		100	$100				
		≤ 1 Week	≤ 1 Month	No Max.	No Max.				
APM	Electric Power and Transmission	≤ 1 Daily	≤ 1 Week	450	No Max.	10,800	$5.4 million	100,000	$12 million

Delegation of authority regarding Firmness of Power

The CEO delegates his authority to sell power that is more firm than the supply source to the Senior VP Energy Services.

Delegation of authority regarding Transmission Firmness and Volume

The CEO delegates his authority to execute transmission purchases not of equal firmness and volume to the energy component that such transmission purchase is associated with to the Senior VP Energy Services.

Delegation of authority regarding Restricted Delivery Locations

The CEO delegates his authority to execute transactions to other Eastern interconnection locations to the Senior VP Energy Services.

5. MISO Transaction Authority (Non-Bilateral)

The following outlines Big Rivers' staff and APM transaction limits for MISO products.

		MISO Per Transaction Limits (up to)			
Title	**Product**	**Delivery Lead Time**	**Term**	**MW Size**	**$/MWh**
Senior VP Energy Services	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights				
	Virtual Transaction Awards	As Required by MISO	1 Operating Day	No Max	MISO Price Cap
	Imports/Exports			No Max	
Director of Power Portfolio Optimization and Director of Resources & Forecasting	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights				
	Virtual Transaction Awards	As Required by MISO	1 Operating Day	400	MISO Price Cap
	Imports/Exports			500	
APM	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights				
	Virtual Transaction Awards	As Required by MISO	1 Operating Day	400	MISO Price Cap
	Imports/Exports			400	

6. PJM Transaction Authority (Non-Bilateral)

The following outlines Big Rivers' staff and APM transaction limits for PJM products.

		PJM Per Transaction Limits (up to)			
Title	**Product**	**Delivery Lead Time**	**Term**	**MW Size**	**$/MWh**
Senior VP Energy Services	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights				
	Virtual Transaction Awards	As Required by PJM	1 Operating Day	No Max	PJM Price Cap
	Imports/Exports			No Max	
Director of Power Portfolio Optimization and Director of Resources & Forecasting	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights				
	Virtual Transaction Awards	As Required by PJM	1 Operating Day	400	PJM Price Cap
	Imports/Exports			500	
APM	Generation Awards	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted	Not Presently Transacted
	Demand Awards				
	Ancillary Service Awards				
	Capacity				
	Financial Transmission Rights				
	Virtual Transaction Awards	As Required by PJM	1 Operating Day	400	PJM Price Cap
	Imports/Exports			400	

7. Natural/Synthetic Gas and Transportation Transaction Authority

The following outlines Big Rivers' staff and APM transaction limits for natural/synthetic gas (Gas) and transportation transactions.

		Per Transaction Limits (up to)				Per Transaction Day Limits (up to)		Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**Physical MMBtu Volume per Day**	**$/ MMBtu**	**Total Physical Volume MMBtu**	**Total $**	**Total Physical Volume MMBtu**	**Total $**
Senior VP Energy Services	Physical	> 1 Month ≤ 1 Year	≤ 1 Year	20,000	$15	20,000	$300,000	400,000	$6 million
		≤ 1 Month		No Max	No Max				
Director of Power Portfolio Optimization and Director of Resources & Forecasting	Physical	> 1 Week ≤ 1 Month	≤ 1 Year	10,000	$15	10,000	$150,000	200,000	$3 million
		≤ 1 Week	≤ 1 Month	No Max.	No Max.				
APM	Physical	As directed	As directed	As directed	As directed	As directed	As directed	As directed	As Directed

Delegation of authority regarding Gas Firmness

The CEO delegates his authority to sell gas that is more firm than the supply source to the Senior VP Energy Services.

Delegation of authority regarding Transportation Firmness and Volume

The CEO delegates his authority to execute transportation purchases not of equal firmness and volume to the gas component that such transportation purchase is associated with to the Senior VP Energy Services.

8. Fuel Oil Transaction Authority

The following outlines Big Rivers' staff and APM transaction limits for fuel oil transactions.

		Per Transaction Limits (up to)				Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**Physical-Volume Gallons**	**$/Gallon**	**Total Volume Gallons**	**Total $**
Senior VP Energy Services	Physical Fuel Oil	> 1 Month ≤ 1 Year	≤ 1 Year	750,000	$6	4,000,000	$24 Million
		≤ 1 Month		No Max	No Max		
Director of Fuels Procurement	Physical Fuel Oil	> 1 Week ≤ 1 Month	≤ 1 Year	500,000	$6	1,000,000	$6 million
		≤ 1 Week	≤ 1 Month	No Max	No Max		
APM	Physical Fuel Oil	As directed	As directed	As directed	As directed	As directed	As directed

9. Solid Fuel Transaction Authority

The following outlines Big Rivers' staff transaction limits for solid fuel.

		Per Transaction Limits (up to)				Aggregate Limits (up to)	
Title	**Product**	**Term**	**Lead Time**	**Volume Tons**	**$/Ton**	**Total Volume Tons**	**Total $**
Senior VP Energy Services	Physical Solid Fuel	> 1 Month ≤ 1 Year	≤ 1 Year	500,000	$50	1.0 million	$50 million
Director of Fuels Procurement	Physical Solid Fuel	> 1 Month ≤ 6 Months	≤ 1 Year	250,000	$50	500,000	$25 million
		≤ 1 Month	≤ 1 Month	No Max	No Max		

10. Solid Fuel Transportation Authority

The following outlines Big Rivers' staff transaction limits for solid fuel transportation transactions.

Title	Product	Per Transaction Limits (up to) Term	Lead Time	Volume Tons	$/Ton	Aggregate Limits (up to) Total Volume Tons	Total $
Senior VP Energy Services	Barge, Rail or Truck Transportation	> 1 Month ≤ 3 Years	≤ 1 Year	2.5 million	$5	4 million	$20 million
		≤ 3 Months		No Max	No Max		
Director of Fuels Procurement	Barge, Rail or Truck Transportation	> 1 Week ≤ 1 Year	≤ 1 Year	750,000	$5	2 million	$10 million
		≤ 1 Month	≤ 1 Month	No Max	No Max		

11. Emission Allowance Transaction Authority

The following outlines Big Rivers' staff and APM transaction limits for emission allowance transactions.

Title	Product	Per Transaction Limits (up to) Term	Lead Time	Volume Tons	$/Ton	Aggregate Limits (up to) Total Volume Tons	Total $
Senior VP Energy Services	Federal SO2 Emission Allowances	> 1 Month ≤ 1 Year	≤ 1 Year	2,500	$300	10,000	$3 million
	Federal NOx Emission Allowances	≤ 1 Month		1,250	$2,500	5,000	$12.5 million
Director of Fuels Procurement	Federal SO2 Emission Allowances	≤ 1 Month	≤ 6 months	2,000	$275	5,000	$1million
	Federal NOx Emission Allowances	≤ 1 Month		50	$2,000	2,000	$700,000
APM	Federal SO2 Emission Allowances	As directed	As directed	As Directed	As Directed	As directed	As Directed
	Federal NOx Emission Allowances	As directed		As directed	As Directed		

12. Acknowledgements

Violations and Sanctions

Violations of this Authority Policy must not occur. Any person covered by this policy who becomes aware of a violation of the Authority Policy has an affirmative duty to report the violation to the department head in which the violation occurred and to the Vice President of Governmental Relations and Enterprise Risk Management who in turn shall inform the Big Rivers CEO. However, if it is believed that the Big Rivers CEO is involved then the Big Rivers Chairman of the Board shall be notified. The responsible party (ies) will be sanctioned according to Big Rivers Risk Management Sanctions Policy (for Big Rivers Employees only, APM employees are governed by the ACES Power Marketing Trading Sanctions Policy).

Appendix Effective

This Transaction Authority Appendix is in effect upon the CEO's approval and shall remain in effect until a replacement appendix has been approved by the CEO.

Responsibility

It shall be the responsibility of the CEO, Senior VP Energy Services, and the Big Rivers-IRMC and the APM-IRMC to ensure compliance with this policy.

Big Rivers Policy 101/Appendix A Revision Record			
Number	Date	Notes	Approved by
Rev. 0	11-04-09	Energy Related Transaction Authority Policy 101/Appendix A	Mark Bailey

Item 16) ***a. Is Big Rivers aware of any violations of its policies and procedures regarding fuel procurement that occurred during the period from July 17, 2009 through October 31, 2009?***

b. If yes, for each violation:

(1) Describe the violation;

(2) Describe the action(s) that Big Rivers took upon discovering the violation; and

(3) Identify the person(s) who committed the violation.

Response) a. No.

b. Not applicable.

Witness) Mark A. Hite

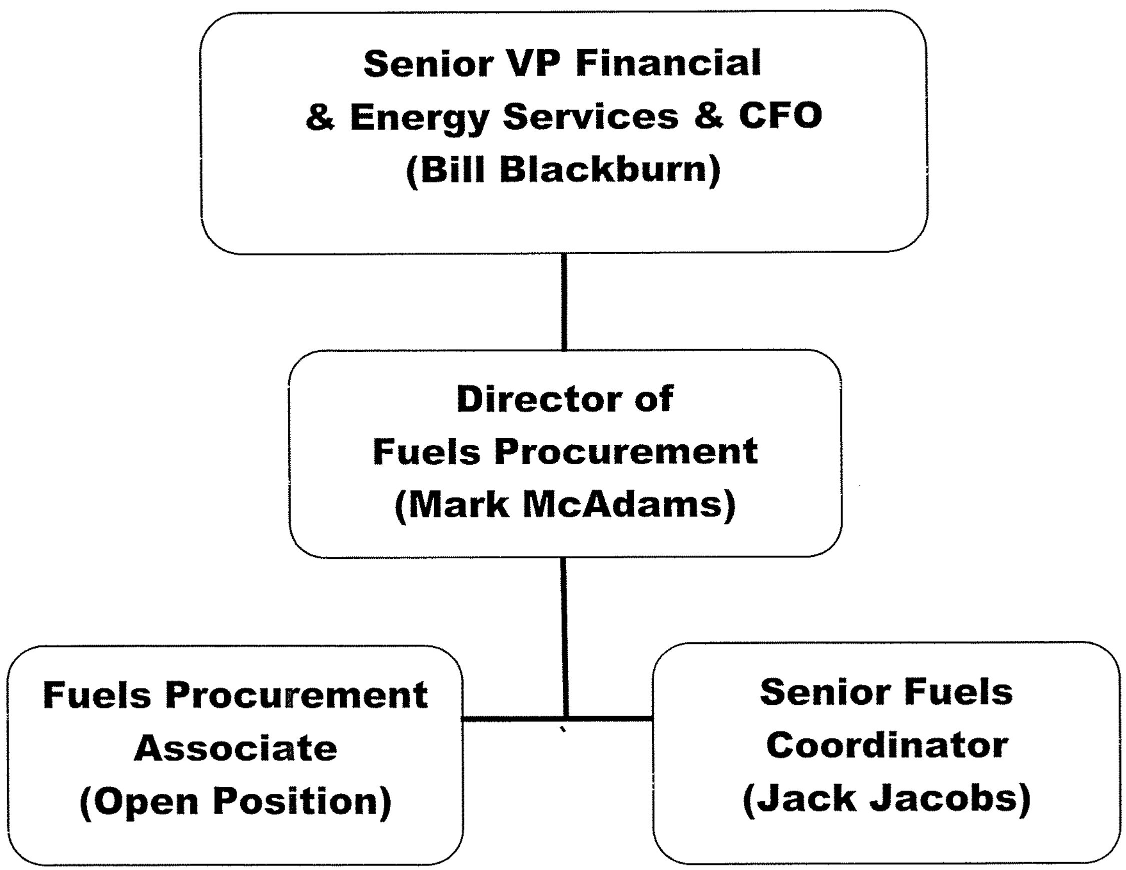
BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OF AN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 17) ***Provide a copy of Big Rivers' organizational structure of the departments or divisions that are responsible for Big Rivers' fuel procurement activities.***

Response) Please see attached organization charts.

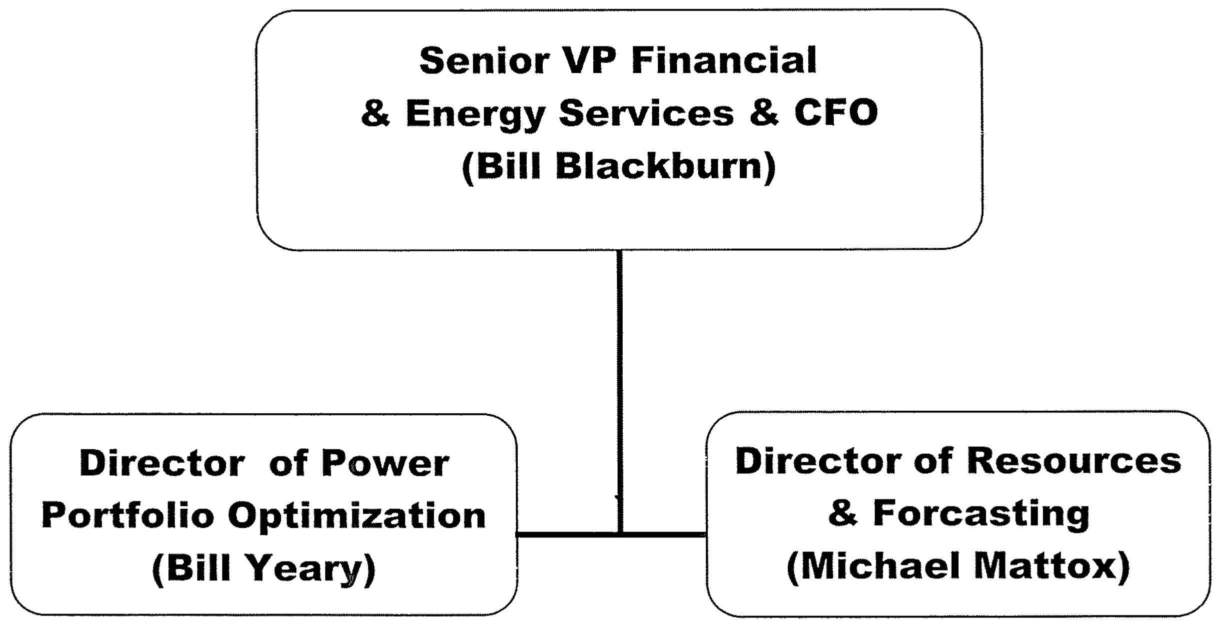
Witness) Mark W. McAdams

NON-GAS FUEL PROCUREMENT



Item 17 – Attachment
Page 1 of 2

NATURAL GAS FUEL PROCUREMENT



Item 17 – Attachment
Page 2 of 2

Item 18) ***a. Identify all changes that Big Rivers has made during the period under review to its maintenance and operation practices that also affect fuel usage at Big Rivers' generation facilities.***

b. Describe the impact of these changes on Big Rivers' fuel usage.

Response) a. On October 6, 2009, Big Rivers established its 2010 through 2013 Production Work Plan which defers some planned maintenance and capital improvement projects in order to reduce costs, and adjusts the normal planned maintenance outage schedule to accommodate these changes.

b. The changes adopted to the Big Rivers Production Work Plan on October 6, 2009, have no impact on Big Rivers' fuel usage in the period under review.

Witness) Robert W. Berry

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
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February 17, 2010

Item 19) ***List each written coal supply solicitation issued during the period from July 17, 2009 through October 31, 2009.***

a. For each solicitation, provide the date of the solicitation, the type of solicitation (contract or spot), the quantities solicited, a general description of the quality of coal solicited, the time period over which deliveries were requested, and the generating unit(s) for which the coal was intended.

b. For each solicitation, state the number of vendors to whom the solicitation was sent, the number of vendors who responded, and the selected vendor. Provide a bid tabulation sheet or corresponding document that ranked the proposals. (This document should identify all vendors who made offers). State the reasons for each selection.

Response) a.

i. Date of solicitation: Issued – August 14, 2009. Returned - September 4, 2009.

ii. Type of solicitations: Spot and term written bid solicitation.

iii. Up to 250,000 tons spot fuel and up to 1,000,000 tons of term contract fuel.

iv. Fuel specifications:

(a.) BTU/lb: 10,500 to 13,500

(b.) Ash (lbs/MMBTU): 2 to 16

(c.) Moisture (lbs/MMBTU): 10 to 13

(d.) Sulfur (Lbs SO2): 5.75 to 8.50

v. Time period: Spot coal for delivery during 2009; term coal between 2010 and 2014.

vi. Generating units: Wilson, Green, Henderson, Coleman, and Reid.

b.

i. Number of vendors solicited: 55 suppliers.

ii. Responding vendors: 20 suppliers.

iii. Selected vendors

(a.) For spot supply: TCP Pet Coke.

(b.) For term supply: Alliance Coal and Allied Resources.

iv. Tabulation sheet – Attached Excel spreadsheet –

[Note: Filed under Petition for Confidential Treatment.]

(a.) TCP Pet Coke – low cost, spot fuel opportunity via barge.

(b.) Alliance Coal – competitively priced, multi-quality coal supply offer for delivery via truck.

(c.) Allied Resources – competitively priced, multi-quality coal supply offer for delivery via truck or barge.

Witness) Mark W. McAdams

ITEM 19 – ATTACHMENT

The Excel spreadsheet attachment of ten (10) pages has been filed under petition for confidential treatment.

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
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JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 20) ***List of each oral coal supply solicitation issued during the period from July 17, 2009 through October 31, 2009.***

a. For each solicitation, state why the solicitation was not written, the date(s) of the solicitation, the quantities solicited, a general description of the quality of coal solicited, the time period over which deliveries were requested, and the generating unit(s) for which the coal was intended.

b. For each solicitation, identify all vendors solicited and the vendor selected. Provide the tabulation sheet or other document that ranks the proposals. (This document should identify all vendors who made offers). State the reasons for each selection.

Response) a. None.
b. None.

Witness) Mark W. McAdams

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OFAN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 21) ***a. List all inter-system sales during the period under review in which Big Rivers used a third party's transmission system.***

b. For each sale listed above:

(1) Describe how Big Rivers addressed, for FAC reporting purposes, the cost of fuel expended to cover any line losses incurred to transmit its power across the third party's transmission system.

(2) State the line loss factor used for each transaction and describe how that line loss factor was determined.

Response) a. Please see the attached table.

b. (1) For the period under review, July 17, 2009, through October 31, 2009, the only third-party transmission system used by Big Rivers in connection with inter-system sales was the TVA system. For FAC reporting purposes through the December 2009 expense month, Big Rivers has allocated fuel costs to intersystem sales across TVA's transmission system using the weighted average line loss on the Big Rivers and TVA systems.

Beginning with the January 2010 expense month, Big Rivers will change that practice and begin using the actual line loss on the third party transmission system for purposes of allocating fuel costs to intersystem sales made across that third party transmission system. Big Rivers will also use this revised methodology to recalculate the allocation of fuel costs to intersystem sales made by Big Rivers across the TVA transmission system during the period from July 17, 2009, through December 31, 2009, and reflect the resulting adjustments in its February 2010 expense month FAC filing.

b. (2) The TVA line loss factor used is 3%, which is the line loss factor listed in the TVA tariff.

Witness) Michael J. Mattox

		July17-31 MWh Delivered	Aug MWh Delivered	Sept MWh Delivered	Oct MWh Delivered
1					
2	Counterparty				
3	Associated Electric Cooperative, Inc.	0	0	650	0
4	Cargill Power Markets, LLC	75	352	0	0
5	Constellation Energy Commodities Group, Inc.	1,577	1,801	16,256	10,591
6	Eagle Energy Partners 1, LP	7,539	25,927	25,192	2,105
7	EDF Trading North America, LLC	0	0	0	15,974
8	Oglethorpe Power Corporation	1,741	629	1,040	1,494
9	PJM	3,212	6,701	5,351	5,913
10	PowerSouth Energy Cooperative	0	0	0	399
11	Southern Company Services, Inc.	2,760	1,028	3,668	4,994
12	Tenaska Power Services Co.	0	50	0	0
13	The Energy Authority, Inc.	4,967	4,924	4,167	5,185

Item 21 a – Attachment
Page 1 of 1

BIG RIVERS ELECTRIC CORPORATION'S
RESPONSE TO THE COMMISSION STAFF'S JANUARY 27, 2010
DATA REQUEST OFAN EXAMINATION OF THE APPLICATION
OF THE FUEL ADJUSTMENT CLAUSE FROM
JULY 17, 2009 THROUGH OCTOBER 31, 2009
CASE NO. 2009-00510
February 17, 2010

Item 22) ***Provide the number of Big Rivers' coal purchase contracts which included transportation costs and those that did not during the period July 17, 2009 through October 31, 2009.***

a. Explain how it is determined whether or not transportation costs will be included in the coal purchase contract.

b. When transportation is contracted for separately from the coal contract, does Big Rivers issue requests for proposals ("RFP") for this service?

(1) If yes, how often does this occur, how many vendors are included in the RFP, and how is it determined which vendors will receive the RFP?

(2) If no, explain why an RFP is not issued.

c. State whether Big Rivers uses or contracts with any related parties for transportation of its coal purchases. If yes, provide the name of the related party and nature of the relationship, the period of time it has contracted with the party, and copies of any contracts with the related party if not previously filed with the Commission.

Response) Big Rivers has eight (8) fuel supply contracts that include transportation and six (6) contracts do not include transportation.

a. With one exception, Big Rivers purchased fuel during the period under review under contracts it acquired by assignment from Western Kentucky Energy Corp. Transportation was included in those contract prices, so there was no decision to be made about including transportation in those contracts. With respect to the single spot bid contract entered into by Big Rivers during the period under review, and any other contracts that Big Rivers has or will propose to enter into, Big Rivers evaluates the proposed transportation costs in the bid against the transportation costs available to Big Rivers under separate transportation contracts Big Rivers has available. Big Rivers will simply select the most cost-effective alternative.

b. Big Rivers has not entered into new long-term transportation contracts for transportation separately from a coal contract during the period under review. With one exception, any transportation arrangements used by Big Rivers as an alternative to the transportation proposed as part of a fuels bid proposal are made under long-term transportation contracts Big Rivers obtained by assignment from Western Kentucky Energy Corp. in connection with the unwind transaction. Big Rivers will issue an RFP to seek competitive bids to replace expiring long-term transportation contracts.

The one exception to this practice occurred when Big Rivers needed to immediately unload approximately 15,500 tons of petroleum coke from ten (10) barges, and re-direct the petroleum coke to another plant to avoid degradation in the quality of the petroleum coke and additional demurrage charges. In that case, the ten (10) barges of fuel had been delayed on the river and were so exceedingly wet that Big Rivers' equipment could not remove the petroleum coke from the barges. Big Rivers orally solicited two docks (Yellow Banks and Kinder Morgan, each offering $4.75/ton) to off-load, stack-out (to decant), and re-load the coal on trucks. In addition, Big Rivers orally solicited three trucking firms (Hutchinson asking $4/ton, Wright providing no bid, and Jones asking $2.75/ton) to transport the ten barges of cargo to D. B. Wilson Station following unloading. The trucking firm, Jones Trucking, delivers fuel in the area to Owensboro Municipal Utilities, and was able to provide a more competitive truck rate. This was an extreme situation in which quick action was required to avoid leaving the fuel in the barges to further deteriorate, and exacerbate demurrage charges.

(1) Big Rivers has not yet replaced any of its long-term transportation contracts. Please see the response to subpart b, above.

(2) Please see the response to subpart b, above.

c. Big Rivers does not use or contract with any related parties for transportation of its coal purchases.

Witness) Mark W. McAdams

Item 23) ***On November 17, 2009, Big Rivers filed certain of its coal contracts with the Commission but stated in the cover letter that there were other contracts that had confidentiality provisions that must be resolved before filing the contracts. 807 KAR 5:056, Section 7, required the filing of all contracts. The Commission has consistently ruled that similar coal contracts are not entitled to confidential treatment. Provide all coal contracts that were not previously provided, as required by the regulation.***

Response) The only fuels or fuel-related contract that has not been submitted to the Commission is the transportation contract with Ingram Barge Company ("Ingram"). Portions of the Ingram contract are confidential. A copy of the contract with the confidential portions redacted is attached hereto. An unredacted copy of the contract is being filed under seal pursuant to a petition for confidential treatment.

Witness) Counsel

ITEM 23 – ATTACHMENT

The unredacted fifteen-page Ingram Barge transportation contract is being filed under petition for confidential treatment.

Contract # WKE-05-040 Job # -

TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into to be effective as of January 1, 2006, by and between Ingram Barge Company, a Tennessee corporation having offices in Nashville, Tennessee (hereinafter "Carrier") and Western Kentucky Energy Corp. and WKE Station Two, Inc., both Kentucky corporations having offices in Louisville, Kentucky (hereinafter collectively "Shipper").

WITNESSETH:

WHEREAS, Shipper operates power generating stations known as WKE Station II, Green/Reid, Wilson and R.D. Coleman (hereinafter collectively the "plants"); and

WHEREAS, Shipper desires that Carrier transport coal, synthetic fuel, lime, petcoke and limestone (hereinafter collectively or individually "cargo") in barges between the loading and unloading points stated in Section 3 of this Agreement for use at the plants; and

WHEREAS, Carrier desires to perform the aforesaid services for Shipper,

NOW, THEREFORE, Shipper and Carrier agree as follows:

1. Term. The term of this Agreement shall commence as of January 1, 2006, and shall continue through December 31, 2010, unless terminated earlier as provided for herein. Each period of 12 months beginning on January 1 and ending on December 31 during the term of this Agreement shall be called a "Contract Year."

2. Quantity. Shipper shall ship, in approximately equal monthly increments and approximately equal weekly increments within each month, and Carrier shall transport, the tonnages of cargo listed on Schedule 1 attached hereto to the Destinations (defined below) per Contract Year under this Agreement. Wherever used in this Agreement the term "ton" shall mean a net ton of 2,000 pounds avoirdupois. Shipper shall submit a new Schedule 1 on each October 1st preceding the next Contract Year showing the total amount of tonnage to be shipped from each Origin to the Destinations which amount shall include all tonnage that is for direct consumption by Shipper plants. Carrier shall have no obligation under this Agreement to transport any tonnage to the extent that it exceeds the previous Contract Year's amount as shown on the relevant Schedule 1 by ten (10) percent or more. Additionally, Carrier will have no obligation to transport, in any single calendar quarter, an amount of tonnage that exceeds one-fourth of the total tonnage listed on the then current Schedule 1 plus five (5) percent of such quarterly amount.

3. Origin and Destination. The loading points under this Agreement shall be those origins listed in Exhibit A (each hereinafter referred to as an "Origin"), and the unloading points shall be those destinations listed in Exhibit A (each hereinafter referred to as a "Destination" and collectively, the "Destinations"). Carrier shall not be required to provide transportation hereunder from or to any point other than a stated Origin and a stated Destination.

4. Freight Rates. Unless and until revised in accordance with Section 5 below, the applicable freight rate for transportation of cargo hereunder from each Origin to each Destination shall be the rates per ton listed on Exhibit A (hereinafter called the "Base Rate" or Base Rates").

If Carrier agrees to provide transportation under this Agreement from or to a location other than a stated Origin or Destination, then the freight rate for such service shall be computed on the same basis as the freight rate provided above, taking into account differences in transit time, conditions and facilities at the new origin or destination, river conditions, equipment and personnel requirements, and any other relevant factors.

5. Revision of Freight Rates. The freight rates provided herein shall be revised by Carrier as of the dates specified in subsection (c) of this Section 5 (hereinafter called "Revision Date") in the following manner:

(a) Fuel Cost. The Base Rate rates shall be subject to escalation for fuel during the term of this Agreement in the event of an increase in the cost of fuel above $1.50 per gallon. If the actual average cost of fuel to Carrier for the second month immediately preceding the month of shipment rises above $1.50 per gallon, Carrier shall escalate the freight rates on the first of every month during the term of this Agreement for which the second immediately preceding month fuel cost exceeded $1.50 per gallon, commencing January 1, 2006, in accordance with the following formula:

$$\frac{\text{Actual Fuel Cost} - 1.50}{1.50} \times .20 = \text{Percentage Increase in the Base Rate}$$

As an example, the actual fuel cost for the month of November would determine changes, if any, to the following January Base Rate. In no event will the adjusted freight rate ever be lower than the Base Rate.

(b) Consumer Price Index. If on any Revision Date the Consumer Price Index for Services less Energy Services (hereinafter "CPI"), as first published by the United States Bureau of Labor Statistics for the second month immediately preceding the Revision Date, is higher or lower than the CPI for November 2005 (hereinafter "Base CPI"), the Base Rates shall be increased or decreased by eighty percent (80%) of the percentage by which the CPI has increased or decreased from the Base CPI.

As an example, the CPI for the month of October would determine changes, if any, to the following December Base Rate.

(c) Revision Dates and Calculation. The Revision Dates shall be the first day of each calendar quarter throughout the term of this Agreement, commencing April 1, 2006. In calculating each revision, prior revisions shall be disregarded and the increases or decreases determined pursuant to the preceding subsections of this Section 5 shall be added to or subtracted from the Base Rates, resulting in the rate payable until the next revision. If any revision results in a fraction of a cent, the fraction shall be eliminated by rounding to the nearest cent. Carrier shall furnish Shipper a detailed statement showing the calculation of each revision, and Shipper shall have the right to verify the data used in determining such revision by examining the relevant records of Carrier. If either of the above indices is discontinued during the term of this Agreement, the parties agree to substitute an index, which reflects the same costs as closely as possible.

6. Governmental Impositions. If any tax or other governmental charge of any type or designation (hereinafter called a "Governmental Imposition") upon any of the equipment, facilities, supplies, fuel, or services to be used or provided by Carrier under this Agreement, or upon the gross revenues to be paid by Shipper to Carrier under this Agreement, or upon the cargo to be transported under this Agreement, or upon the use by Carrier of, or for the construction, maintenance, or operation of, the waterways or waterway facilities over which or through which such services are to be performed, is imposed, becomes effective, or is increased at any time after January 1, 2006, and if such newly imposed, effective, or increased Governmental Imposition is not reimbursed to Carrier under any other provisions of this Agreement, Shipper shall reimburse Carrier monthly, following receipt of billing, for the entire amount of any such additional Governmental Imposition that is fairly attributable to the services being provided by Carrier under this Agreement. Reimbursable Governmental Impositions shall include (without limitation) any fees charged by governmental authorities for prompt lockage or other services to

Carrier's vessels. It is understood, however, that nothing in this Section 6 shall be construed as requiring reimbursement of taxes on Carrier's net income.

7. Changes in Operations. In the event Carrier's or its subcontractors' operating costs are increased due to any law, rule, ordinance, regulation, restriction, directive, order, notice, advisory, or interpretation presently existing or hereafter promulgated by any federal, State, or local authority, or any agency or division thereof, or any waterway industry group advisory thereto, or any court, which is generally applicable to barge carriers similarly situated, and if such increased costs are not reimbursed to Carrier under any other provision of this Agreement, then Shipper shall reimburse Carrier monthly, following receipt of billing, for the entire amount of such increase in operating costs that is fairly attributable to the services performed for Shipper under this Agreement.

8. Barge Loading and Unloading. Shipper shall be responsible for the loading and unloading of Carrier's barges without expense to Carrier. Shipper shall also be responsible for providing all necessary barge mooring, fleeting and shifting services at Destination without expense to Carrier, except that Carrier shall pay for shifting barges from Carrier's tow to the mooring facility and from the mooring facility to Carrier's tow. If barges provided by a barge line other than Carrier should serve Shipper at Origin or Destination, all such barges shall be loaded and unloaded along with Carrier's barges in the order of their arrival. Shipper further agrees that Carrier's barges shall be moored, shifted, fleeted, loaded, and unloaded in accordance with Carrier's reasonable requirements and at all times in a safe, secure, prompt and workmanlike manner. In particular, Shipper agrees to cause all barges to be loaded to the drafts specified by Carrier, and that cargo spilled on barge decks, gunnels, and coamings during loading or unloading shall be removed by Shipper prior to release of the barges to Carrier. All such mooring, fleeting, shifting, loading, and unloading facilities and services shall comply with all applicable laws, ordinances, rulings, regulations, and applicable governmental agency safety and loss prevention protocols. In the event that excess cargo, more than 5 tons, remains in any barge subsequent to unloading, said barge will remain on placement (and subject to all demurrage charges set forth herein) until such time as the barge is clean and all cleaning and disposal charges in excess of $500.00 per barge will be paid by and for the account of Shipper. In no event will Shipper allow such a barge to remain on placement more than 30 days and after such 30 day period Carrier will have the right to reclaim such barge and bill Shipper for the reasonable cost of cleaning same.

9. Transportation Equipment and Service. Carrier agrees to use adequate motive power and a sufficient number of jumbo open-top hopper barges to transport Shipper's cargo under this Agreement. In no event, however, shall Carrier be required to deliver barges for loading at a rate in excess of the rate at which its barges are then being unloaded.

10. Cargo Loss or Damage. Carrier shall be responsible to Shipper for any loss of or damage to Shipper's cargo which occurs while such cargo is in the possession of Carrier or its agents or subcontractors, provided that Carrier shall not be responsible for any loss or damage to the extent caused directly or indirectly by, or arising from, changes in the cargo due to natural causes, any act of war or terrorism, any vice or defect in the cargo, an act or default of Shipper or its agents or contractors, or improper loading; nor shall any difference between the inturn and outturn weights of a bargeload be sufficient alone to create a presumption of cargo loss. In the event of cargo loss or damage for which Carrier is responsible, Carrier shall reimburse Shipper for the cargo supplier's invoice value of the lost or damaged cargo plus any freight charges, loading charges, or other direct costs incurred by Shipper for the lost or damaged cargo which are not included in the invoice value; provided that the total value of Shipper's cargo for purposes of this sentence shall not in any case exceed $75.00 per net ton for the cargo. Upon payment of said sum to Shipper, any damaged cargo shall become the sole property of Carrier, provided that any proceeds from the sale of such cargo which exceed Carrier's costs of salvage and disposal shall be paid over to Shipper to the extent that the value of the cargo prior to the occurrence exceeded $50.00 per net ton for the cargo. In no event shall Carrier be responsible for lost profits, plant

shutdown or slowdown, or other indirect or consequential damages relating to any loss of or damage to cargo or failure of performance hereunder whether or not foreseeable.

11. Harbor Facilities and Barge Loss or Damage. Shipper shall provide at Origin and Destination adequate harbor facilities to accommodate safely and conveniently the towboats and barges provided by Carrier under this Agreement. All such harbor facilities shall comply with all applicable laws, ordinances, rulings, regulations, and applicable governmental agency safety and loss prevention protocols. In addition, Shipper shall be responsible for any and all shifting and fleeting costs or charges at all Destinations. Shipper shall be responsible for any loss related to, or loss of or damage to, Carrier's barges, ordinary wear and tear excluded, which occurs after such barges have been delivered to Shipper and before pickup of such barges, provided that Shipper shall in no event be responsible for any loss or damage which occurs as a result of the unseaworthiness of a barge when delivered. Loading of a barge will constitute Shipper's acceptance of such barge's condition as seaworthy and suitable for its intended cargo. Except as provided in the next sentence, a barge shall be deemed to be delivered to Shipper when it has been secured by or on behalf of Carrier at the dock or fleeting facility designated by or on behalf of Shipper at Origin or Destination, and it shall be deemed to be picked up when it has been untied by or on behalf of Carrier from such dock or fleeting facility. If a shift boat is required at Origin or Destination to remove barges from Carrier's tow and to place barges in Carrier's tow, in that case (although Carrier may pay for the service) a barge shall be deemed to be delivered to Shipper when it has been untied from Carrier's tow and it shall be deemed to be picked up when it has been secured in Carrier's tow or otherwise placed under the care, custody and control of Carrier's crew.

12. Constructive Placement. Carrier will deliver all loaded barges to Shipper's fleets at the Destination or, in the event of a lack of fleeting space at the Destination, Ohio Valley Marine Service ("OVMS"). All such barges shall be considered constructively placed when tied off at the Destination or the OVMS fleet, as applicable. If a loaded barge cannot be delivered to Destination or OVMS by Carrier's linehaul boat and tow because of conditions existing at the Destination, Shipper shall designate a fleet in the near vicinity of the Destination or en route thereto and ahead of the tow for placement of the barge (and in the absence of such designation Carrier may place the barge in a fleet of its choice). Placement of the barge in such fleet shall constitute constructive placement at the Destination.

13. Free Time for Loading and Unloading. Shipper shall be allowed two (2) free days to load and three (3) free days to unload each of Carrier's barges. A "day" shall be a period of 24 hours beginning at 7:00 a.m. and ending at the next 7:00 a.m. Loading or unloading time shall commence at the first 7:00 a.m. following delivery of the barge to Shipper (as defined in Sections 11 and 12) and shall run until the first 7:00 a.m. following completion of loading or unloading and notification to Carrier's dispatcher that the barge is ready for pickup; provided, however, that if loading or unloading begins prior to the regular commencement of free time, then free time in that case will be deemed to have commenced at the 7:00 a.m. immediately preceding the time such loading or unloading began. Saturdays, Sundays and holidays within free time shall be counted in the computation of free time.

14. Demurrage/Re-consignment. Shipper will be assessed demurrage on cargo moving to any Destination as follows. Demurrage on cargo shipped to any Destination shall be calculated utilizing an individual plant agreement with monthly settlements. One credit for each barge will be recorded for each day by which the unloading time is less than three days. In addition, one debit for each barge will be recorded for each day by which the unloading time exceeds three days. At the end of each settlement period, the debits and credits shall be totaled by offsetting one debit with one credit. In the event any debits result from the settlement calculation, Shipper shall pay Carrier for each debit at the rate of $250 per debit following the end of a free time period. Debits accrued on barges still under load after freetime has expired will be included in the current period; however, barges still on freetime at the end of each month will be included in the total for the following month. Excess credits shall not be

carried over from any month to the following month. The base demurrage rate of $250.00 per barge day shall be adjusted quarterly pursuant to Section 5(b) above.

A barge may be diverted, re-consigned or held in transit to await orders, only with the consent of Carrier, which may be withheld for any reason. A $500.00 fee per barge will be charged to Shipper for any designated re-consignment to Designations included in this Agreement. A $1,000.00 fee per barge will be charged to Shipper for re-consignment to any Carrier approved destinations not included in this Agreement.

15. Insurance. Shipper and Carrier shall provide during the term of this Agreement the following insurance coverages:

(a) During the term of this Agreement, Shipper shall procure and maintain, or shall cause its vendors, contractors, subcontractors or agents to procure and maintain, Longshore and Harbor Workers' Compensation Act Insurance or Workers' Compensation Insurance, whichever is applicable, covering Shipper's responsibilities with respect to all workers at the docks and fleets at all origins, destinations and other locations operated by Shipper or its vendors, contractors, subcontractors or agents, and Comprehensive Marine Liability Insurance (in any combination of primary and excess coverage), including but not limited to Protection and Indemnity Liability, Jones Act (Maritime Employers Liability), Pollution Liability, Full Collision Liability, Marine Operators Liability, Marine Contractual Liability, Wharfingers Liability, Towers' Liability, Hull and Cargo Legal Liability and Cost of Removal of Wreck and Cargo (including voluntary or statutory), where applicable, covering the docks and fleets at all origins, destinations and other locations operated by Shipper or its vendors, contractors, subcontractors or agents, in an amount not less than $10,000,000 per occurrence. All such policies shall contain waivers of the insurers' subrogation rights against Carrier and its affiliates, subcontractors and vessels; and the Comprehensive Marine Liability policy shall name Carrier and its subcontractors as additional assureds to the extent of the liability assumed by Shipper under this Agreement. The above policies shall be considered primary to any other insurance maintained by Carrier, and such policies shall provide that naming other parties as additional assureds and granting them waivers of subrogation will in no way impair the rights otherwise inuring to such parties. Within 30 days after the commencement of this Agreement, Shipper shall furnish to Carrier a certificate, in customary form, evidencing the required insurance coverage (including coverage maintained by all vendors, contractors, subcontractors or agents performing services related to this Agreement) and providing that Carrier shall be given at least (30) days' prior written notice of cancellation or material change in the provisions of such insurance coverage.

Carrier will, at its own expense, obtain and keep in full force and effect during the term of this Agreement, or any extension thereof, cargo insurance up to $1,000,000. Carrier may elect to self-insure the cargo. In no case will Carrier be responsible for cargo loss in an amount in excess of the amounts provided for herein.

(b) Shipper shall procure and maintain, or cause its agents or contractors to procure and maintain, during the term of this Agreement, Cargo Liability Insurance covering the full values of its cargoes, and will cause the insurer to name Carrier and its affiliates, subcontractors and vessels as additional assureds, with waiver of subrogation, except to the extent that Carrier has responsibility for loss of or damage to Shipper's cargo as provided in Section 10 above.

(c) Carrier shall procure and maintain, or cause to be procured and maintained, during the term of this Agreement, Hull Insurance on all barges furnished hereunder, and Marine Liability Insurance (in any combination of primary and excess coverage) in an amount not less than $10,000,000 per occurrence. Carrier will cause the insurer to name Shipper and contractors designated by Shipper (and performing hereunder on behalf of Shipper) as additional assureds, with waiver of subrogation, on the Marine Liability policy.

Shipper and Carrier may self-insure their insurance obligations hereunder. The above policies shall be considered primary to any other insurance maintained by the other party, and such policies shall provide that naming other parties as additional assureds and granting them waivers of subrogation will in no way impair the rights otherwise inuring to such parties. Within 30 days after the execution of this Agreement, each party shall furnish the other a certificate, in customary form, evidencing the required insurance and providing that the other party shall be given at least 30 days' prior written notice of cancellation or material change in the provisions of such insurance.

16. Weights, Billing, and Payment. Within three business days after each barge loading, Shipper shall notify Carrier of the weight of the cargo, as determined by scales at Origin or by a certified marine survey provided at Shipper's expense. If scale weights are used, scales shall be calibrated at least quarterly by an independent laboratory in accordance with industry standards at Shipper's expense; and Shipper shall furnish Carrier the results of each calibration within 20 days of Shipper's receipt thereof. Any errors in weight exceeding +/- one-half of one percent (0.5%) found at the time of any such calibration shall be corrected retroactively to 45 days preceding such calibration by payment of an adjusting amount to the party to whom it is due within 20 days of Carrier's receipt of the results of such calibration.

Carrier shall invoice Shipper for such in-turn weight at the freight rate applicable on the date of loading. Shipper shall pay such freight on the 10th and 25th of each month via electronic funds transfer as follows: Barges that load from the 1st through the 15th will be paid on the 25th, barges that load on the 16th through the end of the month will be paid on the 10th day of the following month. The minimum billing weight per barge shall be 1525 tons for a rake and 1625 tons for a box unless Carrier restricted loading of a barge to a draft of less than nine feet, in which case the minimum billing weight for such barge shall be the tonnage shown in Carrier's barge register for the allowed draft. Carrier will also invoice Shipper in June and December for destination demurrage, on a barge by barge basis for origin demurrage, and monthly for reimbursements due hereunder, and Shipper shall pay each such invoice within 20 days of its issue date via electronic funds transfer. If a required revision of the freight rate or demurrage rate has not been completed at the time of preparation of an invoice, the previously effective rate shall be used for that invoice and payment shall be made on that basis. As soon as possible thereafter, the revised rate shall be computed and any amount thus determined to be due for the previous invoice shall be paid to the party to whom it is due within 20 days after the date of billing or issuance of a credit memorandum therefor. All electronic fund transfer payments shall be made to Carrier as follows: Ingram Barge Company, c/o Bank of America Global Finance, Account No. 3750324936, ABA Routing No. 111000012.

17. Force Majeure. Except as hereinafter provided, Shipper and Carrier shall each be excused from performance under this Agreement to the extent such performance is prevented by force majeure, provided that the party so affected shall have given the other party prompt notice of such condition. The term "force majeure" shall mean acts of God, acts of a public enemy, acts of war or terrorism, insurrections, riots, strikes, labor disputes, fires, explosions, floods, breakdowns of or damage to equipment or facilities, accidents of navigation, ice, high or low water, embargoes, acts or orders of civil or military authorities, lock delays or closings, fuel shortages, or other causes of a similar or dissimilar nature which are beyond the reasonable control of the party affected or the suspension or termination of the right of Shipper to lease, operate or manage the electric generating facilities owned by Big Rivers Electric Corp.; provided, however, the term "force majeure" shall in no event be construed to include changes in market conditions. Such excuse from performance shall continue until such preventive cause is eliminated or ceases to exist, provided the party or parties affected by such preventive cause shall make reasonable efforts to eliminate it as promptly as possible recognizing, however, that

settlement of any strike or other labor dispute shall be solely within the discretion of the party involved therein. Any shortfall in cargo deliveries resulting from force majeure shall not be made up except by mutual agreement of the parties hereto. Invocation of this Section 17 by Shipper shall not affect the computation and payment of demurrage on barges under load at the time Shipper's notice of force majeure is received by Carrier.

The parties recognize that, during the continuance of this Agreement, legislative or regulatory bodies or the courts may adopt or modify environmental laws, regulations, policies and/or restrictions which will make it impossible or commercially impractical for Shipper to utilize the kind and quality of cargo being transported hereunder. If, as a result of the adoption of such laws, regulations, policies or restrictions, or change in the interpretation or enforcement thereof, Shipper determines that it will be impossible or commercially impracticable (uneconomical) for Shipper to utilize such cargo, Shipper shall so notify Carrier, and, thereupon, Shipper and Carrier shall promptly consider whether corrective actions can be taken in the mining and/or preparation of the cargo, or in the handling and utilization of the cargo at Shipper's plant(s); and if in Shipper's sole judgement such actions will not, without unreasonable expense to Shipper, make it possible and commercially practicable for Shipper to so utilize cargo which thereafter would be delivered hereunder without violating any applicable law, regulation, policy or order, Shipper shall have the right, upon the later of 60 days' notice to Carrier or the effective date of such restriction, to terminate this Agreement without further obligation hereunder on the part of either party.

If any Force Majeure continues for more than 30 consecutive days or longer, either party may terminate this Agreement by sending written notice of such termination to the other party as provided for herein.

18. Restrictions on Navigation and Mooring. Carrier will not place barges for loading, nor pick up loaded barges, when the shipments are destined to ports or points which are inaccessible because of an actual or anticipated, temporary or permanent condition that adversely affects the navigability of a waterway to be traversed by barge between Origin and Destination. If shipment has been accepted or is re-consigned for transportation to a port or point which subsequently becomes inaccessible because of a condition that adversely affects the navigability of a waterway to be traversed between Origin and Destination, Carrier shall be privileged to tender delivery of such shipment at an accessible intermediate point nearest to consigned Destination, in which event freight charges shall be adjusted in accordance with the transportation service actually rendered on the basis of the rate applicable for the movement to the original Destination. In the determination of the inaccessibility of a Destination port, the type and draft of propelling vessel, the type of barge, the loaded draft of barge, and necessity of returning empty barge, among other considerations, shall govern. Carrier's determination in this regard shall be in its sole discretion and be final and binding on all parties. In the event that operating conditions, including ice, prevents or delays the delivery of a barge, Carrier will place the barge at a point short of the point of interruption and the barge will be subject to demurrage.

19. Indemnity.

(a) Carrier will indemnify and hold Shipper harmless for all losses, damages, injuries, liabilities, judgments, claims and expenses, including without limitation penalties for violation of laws and pollution cleanup costs and reasonable attorney's fees (collectively "Losses") arising from or related to the negligence or intentional misconduct of Carrier, except to the extent of the negligence or intentional misconduct of Shipper or its employees, vendors, contractors, subcontractors or agents; and except for any injury, illness and/or death of the employees, vendors, contractors, subcontractors or agents of Shipper covered by the last sentence of Section 19 (b).

(b) Shipper will indemnify and hold Ingram harmless from and against any and all Losses arising from or related to the negligence or intentional misconduct of Shipper, or its employees, vendors, contractors, subcontractors or agents (other than Carrier), except to the extent of the negligence or intentional misconduct of Carrier, its employees, vendors, contractors, subcontractors or agents. In addition, Shipper will indemnify and hold Carrier harmless from and against any and all Losses arising from or related to any injury, illness and/or death of the employees, vendors, contractors, subcontractors or agents of Shipper (other than Carrier), without regard to the negligence of Carrier, except to the extent of the recklessness or intentional misconduct of Carrier, while any barge provided hereunder is out of the care, custody and control of Carrier.

20. No Waiver. The failure of Shipper or Carrier to insist upon strict performance of any provision of this Agreement in one or more instances, or the failure of Shipper or Carrier to exercise any of its rights hereunder in one or more instances, shall not be construed as a waiver of any such provision or the relinquishment of any such right; but the same shall continue and remain in full force and effect.

21. Subcontracts. Nothing contained in this Agreement shall prevent Carrier from subcontracting for any of the services to be provided by Carrier hereunder, but Carrier shall remain fully responsible to Shipper for the proper performance of all of Carrier's obligations under this Agreement.

22. Modification. This Agreement contains the entire agreement between Shipper and Carrier, and no modification hereof shall be binding on either party unless it is in writing and signed by Shipper and Carrier.

23. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. Either party may assign this Agreement to a purchaser of substantially all of its physical property, provided such assignee fully assumes such party's obligations and liabilities hereunder; and either party may also assign this Agreement or any interest herein to any company which controls or is controlled by or under common control with such party. However, in the event of any such assignment, the assignor shall remain fully liable for the performance of its obligations under this Agreement; and the other party hereto shall be entitled to all appropriate relief from and remedies against the assignor without notice to, and without in any way pursuing or exhausting its right to relief from or remedies against, the assignee. Except as hereinabove provided, neither party shall have the power to assign this Agreement, or any interest herein, without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld. If this Agreement is assigned in whole or in part by either party, such party may direct the other party to this Agreement to make payments or render performance hereunder directly to the assignee.

24. Independent Contractor. Nothing contained in this Agreement shall be construed as a charter or lease by Shipper of any barges, towboats, or other equipment of Carrier, nor shall any of the employees, agents, or subcontractors of Carrier be regarded as employees, agents, or subcontractors of Shipper, it being understood that Carrier is in all respects an independent contractor and that Shipper shall exercise no direction or control over the operation of barges, towboats, or other equipment of Carrier or over Carrier's employees, agents, or subcontractors.

25. Confidentiality.

(a) Each party to this Agreement acknowledges that it will have access to nonpublic information regarding the other party including, but not limited to, the terms and conditions of this Agreement, (collectively, "Confidential Information"). Each party shall, and shall cause each of its subcontractors to, (i) keep confidential all Confidential Information, (ii) except as authorized below, not disclose any portion of the Confidential Information in any manner without the prior written consent of the other party, and (iii) use, and permit its representatives and/or subcontractors to use, Confidential Information exclusively for the purpose of performing this Agreement. Each party may disclose Confidential Information, with the consent of the other party, to a representative or subcontractor if (x) it first informs the representative or subcontractor that the information is Confidential Information and (y) the representative or subcontractor agrees to comply with the requirements of this Section 25. Each party may also disclose Confidential Information if required to do so by applicable law or court order; provided, however, that if either party believes it is required by applicable law or court order to disclose any Confidential Information, such party shall immediately inform the other party thereof and limit the disclosure to that which is required. For purposes of this Section 25, Confidential Information shall not include information that is generally available to the public or was known to the receiving party prior to the disclosure by the other party, or was developed by either party or its representatives or subcontractors independently of the performance of this Agreement.

(b) Each party hereby acknowledges and agrees that any breach of this Section 25 may cause the other party irreparable harm, and that the other party shall have the right to bring any action at law or in equity to enforce the terms of this Section 25. This Section 25 shall survive any expiration, suspension, or termination of this Agreement for a period of two years.

26. Captions. The captions contained in this Agreement have been inserted for convenience only and shall not control or otherwise affect the meaning or construction of any of the terms and provisions hereof.

27. Notices. All notices or demands required to be given in writing hereunder shall be sent by certified mail or commercial overnight delivery service, or by facsimile transmission, to the party to be notified at its following address or facsimile number:

To Shipper:

Western Kentucky Energy Corp.
P.O. Box 32030
Louisville, KY 40232
Attn.: Manager-Fuels Strategy and Procurement
Facsimile No.: (502) 627-2194

To Carrier:

Ingram Barge Company
One Belle Meade Place
4400 Harding Road
Nashville, TN 37205
Attn: Vice President Dry Cargo Sales
Facsimile No.: (615) 298-8213

Either party may change its notice address or facsimile number by giving the other party written notice of the change in the manner prescribed in this Section 27.

28. Early Termination. In the event Shipper no longer operates or manages the plants for any reason, Shipper and Carrier shall each have the right, notwithstanding anything herein to the contrary, to terminate this Agreement upon sixty (60) days written notice to the other party. Upon such termination, Shipper and Carrier shall have no further obligation or liability to each other except with respect to those obligations or liabilities accruing, and/or related to any period, prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Contract # Job # -

ATTEST:

By: Jory P. Wright

As: Notary

Notary Public, Kentucky State-At-Large

My Commission Expires June 25, 2006.

SHIPPER

WESTERN KENTUCKY ENERGY CORP.

By: Ralph Bowling

As: VP-WKE

ATTEST:

By: Jory P. Wright

As: Notary

Notary Public, Kentucky State-At-Large

My Commission Expires June 25, 2006.

SHIPPER

WKE STATION TWO, INC.

By: Ralph Bowling

As: VP-WKE

ATTEST:

By: [illegible]

As:

CARRIER

INGRAM BARGE COMPANY

By: Thomas R. Wochott

As: Vice President, Drybarge Sales

Contract # ______ Job # -

EXHIBIT A

Base Freight Rates

Destinations	**Mile Post**			
R.D. Coleman	728.5 Ohio			
Green / Reid	41.2 Green			
Wilson	74.1 Green			
Origins	**Mile Post**	**Coleman**	**Green/Reid**	**Wilson**
Big Sandy	0-12	5.00	6.25	7.20
Arnon / Island Dock	73 Green			
Peabody Patriot	32 Green	5.00	3.00	
FCD / Sebree Dock	43.9 Green			
Power Dock	858.3 Ohio			
Uniontown Dock	842.9 Ohio			
Caseyville Dock	871.3 Ohio			
Evansville Terminal	784 Ohio			
Kanipe Dock	870.1 Ohio			
GRT Terminal	22.7 TN River			
Jefferson Riverport	618.5 Ohio			
TTI	405.9 Ohio	4.75	5.95	6.90
Carmeuse Dravo Maysville	403.3 Ohio	4.80	5.95	6.90
Shoemaker	93.7 Ohio	7.75	8.95	9.90
McElroy	110.4 Ohio	7.75	8.95	9.90
Mt. Vernon Terminal	828 Ohio			
International Marine Terminal	57 L. Miss.	14.25	15.45	16.15
TECO Bulk Terminal	56 L. Miss.	14.25	15.45	16.15
IC Rail Marine	161 L. Miss.	13.55	14.75	15.70
ExxonMobil Baton Rouge	232 L. Miss.	12.80	14.00	14.95
Pt. Arthur	290 L. Miss.			
Baytown	381.3 Houston			
ExxonMobil Joliet	278 Illinois River	13.75	14.85	15.55
Carmeuse Dravo Black River	440 Ohio	4.95	6.15	7.10
LaFarge Chemical Lime-Covers	125 Upper Miss	8.55	9.75	10.70
LaFarge Chemical Lime-Open	125 Upper Miss	8.25		
Hilltop	660 Ohio	4.50		

Contract # ______________________________ Job # - ________

SCHEDULE 1

Origins	Commodity	Annual Tonnage

EXHIBIT A

Base Freight Rates

Destinations	Mile Post			
R.D. Coleman	728.5 Ohio			
Green / Reid	41.2 Green			
Wilson	74.1 Green			
Origins	**Mile Post**	**Coleman**	**Green/Reid**	**Wilson**
Big Sandy	0-12	5.00	6.25	7.20
Arnon / Island Dock	73 Green			
Peabody Patriot	32 Green	5.00	3.00	
FCD / Sebree Dock	43.9 Green			
Power Dock	858.3 Ohio			
Uniontown Dock	842.9 Ohio			
Caseyville Dock	871.3 Ohio			
Evansville Terminal	784 Ohio			
Kanipe Dock	870.1 Ohio			
GRT Terminal	22.7 TN River			
Jefferson Riverport	618.5 Ohio			
TTI	405.9 Ohio	4.75	5.95	6.90
Carmeuse Dravo Maysville	403.3 Ohio	4.80	5.95	6.90
Shoemaker	93.7 Ohio	7.75	8.95	9.90
McElroy	110.4 Ohio	7.75	8.95	9.90
Mt. Vernon Terminal	828 Ohio			
International Marine Terminal	57 L. Miss.	14.25	15.45	16.15
TECO Bulk Terminal	56 L. Miss.	14.25	15.45	16.15
IC Rail Marine	161 L. Miss.	13.55	14.75	15.70
ExxonMobil Baton Rouge	232 L. Miss.	12.80	14.00	14.95
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Baytown	381.3 Houston			
ExxonMobil Joliet	278 Illinois River	13.75	14.85	15.55
Carmeuse Dravo Black River	440 Ohio	4.95	6.15	7.10
LaFarge Chemical Lime-Covers	125 Upper Miss	8.55	9.75	10.70
LaFarge Chemical Lime-Open	125 Upper Miss	8.25		
Hilltop	660 Ohio	4.50		

SCHEDULE 1

Origins	Commodity	Annual Tonnage

111.0.55.5.-1

EXHIBIT Q

ACKNOWLEDGMENT OF ASSIGNMENT AND RELEASE OF CONTRACTS

THIS ACKNOWLEDGMENT OF ASSIGNMENT AND RELEASE OF CONTRACTS (this "***Acknowledgment***"), dated as of August 1, **2008** is made by and among Ingram Barge Company, a Tennessee corporation (the "***Contract Counterparty***"), WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation (the "***Assignor***"), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric generation and transmission cooperative ("***Big Rivers***").

RECITALS

A. The Assignor and the Contract Counterparty are parties to that certain Transportation Agreement dated January 1, 2006 (WKE-05-040) (the "***Transportation Contract***");

B. As part of the termination of certain property interest and contractual relationships previously created between Big Rivers, on the one hand, and Assignor and certain of its affiliates, on the other hand (the "Termination Transaction"), Big Rivers will re-assume operating responsibilities with respect to the generating plants owned by Big Rivers in Western Kentucky, as well as the Station Two generating plant owned by the City of Henderson. In connection therewith, the Assignor intends to assign to Big Rivers all of its right, title and interest in and to the Transportation Contract (other than Assignor's rights of collection with respect to any accrued payment obligations of Contract Counterparty as of the "Effective Time" (as hereinafter defined)), and Big Rivers intends to assume all of the Assignor's obligations under the Transportation Contract, in each case subject to Contract Counterparty's willingness to execute and deliver this Acknowledgment for the benefit of Assignor and Big Rivers.

C. The Contract Counterparty is willing to acknowledge and consent to such assignment, and to release the Assignor from further liability under the Transportation Contract, in each case upon the terms and subject to the conditions set forth in this Acknowledgement.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, it is hereby agreed as follows:

Section 1. Acknowledgment of, and Consent to, Assignment. Contract Counterparty hereby acknowledges the assignment of the Transportation Contract, in whole, by Assignor to Big Rivers, and to the assumption and performance by Big Rivers of the Transportation Contract, in each case at such time as Assignor and Big Rivers shall have consummated the Termination Transaction in accordance with the Transaction

Termination Agreement among Big Rivers, Assignor and an affiliate of Assignor dated March 26, 2007, as the same may have been or may hereafter be amended by those parties (the "Effective Time"), and Contract Counterparty further waives any and all provisions, if any, in the Transportation Contract which might prohibit or require any further consents or approvals of the Contract Counterparty to such assignment or assumption. Contract Counterparty acknowledges and agrees that, from and after the Effective Time, it will accept performance from Big Rivers of all the obligations, duties and responsibilities formerly owed by Assignor under the Transportation Contract.

Section 2. Big Rivers Assumption of Transportation Contract. In consideration of the consent of the Contract Counterparty provided in Section 1, from and after the Effective Time, Big Rivers agrees that it will perform all obligations, duties and responsibilities of Assignor under the Transportation Contract. The Big Rivers contact will be:

Mr. Mark McAdams, Director of Fuels Procurement
201 Third Street
Henderson, KY 42420
Phone: 270 827-2561 Ext. 2574
Fax: 270 827-2101
Email: mmcadams@bigrivers.com

Section 3. Release of Assignor. In consideration of the agreement of Big Rivers to assume all of the obligations, duties and responsibilities of the Assignor as provided in Section 2, effective as of the Effective Time, the Contract Counterparty hereby remises, releases and discharges the Assignor and its shareholders, directors, officers, employees, agents, successors and permitted assigns (other than Big Rivers) of and from any and all debts, obligations, duties, liabilities and responsibilities of any nature whatsoever arising under or pursuant to the Transportation Contract and attributable to the period commencing with the Effective Time, or requiring performance following the Effective Time. The release effected by this Section 3 shall not affect the liability of the Assignor for performance of all obligations, duties and responsibilities under or pursuant to the Transportation Contract (including, without limitation, payment of any amounts attributable to, or emanating from) the period up to and including the Effective Time, including without limitation, from any breach or default on the part of Assignor under the Transportation Contract occurring prior to the Effective Time.

Section 4. Miscellaneous

(a) This Acknowledgment shall be binding upon and inure to the benefit of the Contract Counterparty, Big Rivers and the Assignor and each of their respective successors, transferees and assigns. The Contract Counterparty agrees to confirm such continuing obligation in writing upon the reasonable request of Big Rivers or any of its respective successors, transferees or assigns. No termination, amendment, variation or waiver of any provisions of this Acknowledgment shall be effective unless in writing and signed by Contract Counterparty, Big Rivers and the Assignor. This Acknowledgment constitutes the entire agreement and understanding of Contract Counterparty, on the one hand, and Assignor and Big Rivers, on the other hand, with respect to the subject matter hereof.

(b) THIS ACKNOWLEDGMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

(c) Any term or provision of this Acknowledgment which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Acknowledgment or affecting the validity or enforceability of any of the terms or provisions of this Acknowledgment in any other jurisdiction

(d) This Acknowledgment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Acknowledgment may not be revoked or terminated by Contract Counterparty.

IN WITNESS WHEREOF, the Contract Counterparty, Big Rivers and the Assignor have caused this Acknowledgment to be duly executed and delivered by each of its respective officers thereunto duly authorized as of the date first above written.

INGRAM BARGE COMPANY

By: ______________________ 6/16/08

Name: Joe C. Johnson
Title: Director, Utility Sales

BIG RIVERS ELECTRIC CORPORATION

By: ______________________

Name: Michael H. Core
Title: President/CEO

WESTERN KENTUCKY ENERGY CORP.

By ______________________

Name:
Title:

RECEIVED
FEB 17 2010
PUBLIC SERVICE COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN EXAMINATION OF THE APPLICATION OF THE FUEL ADJUSTMENT CLAUSE OF BIG RIVERS ELECTRIC CORPORATION FROM JULY 17, 2009 THROUGH OCTOBER 31, 2009	)	CASE NO. 2009-00510

PETITION OF BIG RIVERS ELECTRIC CORPORATION FOR CONFIDENTIAL PROTECTION

1. Big Rivers Electric Corporation ("Big Rivers") hereby petitions the Kentucky Public Service Commission ("Commission"), pursuant to 807 KAR 5:001 Section 7 and KRS 61.878(1)(c), to grant confidential protection to three documents (or portions thereof) that form part of Big Rivers' responses to the information requested in the Commission's January 27, 2010, Order in this matter. The three documents (the "Confidential Documents") are (i) a fuel contract solicitation bid tabulation summary that was requested in Item 19b of the Commission's information requests, (ii) a fuel transportation contract, which may be responsive to Item 23 of the information requests, and (iii) an affidavit from Ingram Barge Company ("Ingram") in support of the request for confidential treatment of the fuel transportation contract. That fuel transportation contract was originally entered into between Ingram and Western Kentucky Energy Corp. ("WKEC") and was later assigned by WKEC to Big Rivers.

2. Big Rivers seeks confidential treatment of the entirety of the bid tabulation summary and the affidavit and to portions of the fuel transportation contract. One (1) sealed copy of the fuel transportation contract with the confidential information highlighted is attached to this Petition. One (1) sealed copy of each of the bid tabulation summary and the affidavit printed on yellow paper (since the entirety of those documents is confidential) are also attached to this

Petition. Ten (10) copies of fuel transportation contract, with the confidential information redacted, and ten (10) copies of a page for each of the other two Confidential Documents indicating that the entirety of those documents has been redacted are filed with this Petition. 807 KAR 5:001 Sections 7(2)(a)(2), 7(2)(b).

3. There are currently no other parties to this proceeding on which copies of this Petition and the redacted Confidential Documents can be served. Big Rivers will provide a copy of these documents to any person who is granted full intervention by the Commission in this proceeding and who signs a confidentiality agreement. 807 KAR 5:001 Section 7(2)(c).

4. If and to the extent that either of the Confidential Documents becomes generally available to the public, whether through filings required by other agencies or otherwise, Big Rivers will notify the Commission and have its confidential status removed. 807 KAR 5:001 Section 7(9)(a).

5. As discussed below, the Confidential Documents are entitled to confidential protection based upon KRS 61.878(1)(c)(1), which protects "records confidentially disclosed to an agency or required by an agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records." KRS 61.878(1)(c)(1).

I. Big Rivers' Faces Actual Competition

6. Big Rivers competes in the wholesale power market to sell energy excess to its Members' needs. Big Rivers' ability to successfully compete in the wholesale power market is dependent upon a combination of its ability to get the maximum price for the power sold, and keeping the cost of producing that power as low as possible. Fundamentally, if Big Rivers' cost of producing a kilowatt hour increases, its ability to sell that kilowatt hour in competition with

other utilities is adversely affected. As is well-documented in multiple proceedings before this Commission, Big Rivers' margins are derived almost exclusively from its off-system sales.

7. Big Rivers also competes for reasonably-priced credit in the credit markets, and its ability to compete is directly impacted by its financial results. Any event that adversely affects Big Rivers' margins will adversely affect its financial results and potentially impact the price it pays for credit. As was described in the proceeding before this Commission in the Big Rivers unwind transaction case, Big Rivers expects to be in the credit markets on a regular basis in the future[1], beginning with the refunding of pollution control bonds proposed in a pending proceeding before the Commission[2].

II. The Confidential Documents are Generally Recognized as Confidential or Proprietary

8. The Confidential Documents contain the type of information that is generally recognized as confidential or proprietary under Kentucky law. The bid tabulation summary contains confidential bids supplied by fuel suppliers and Big Rivers' ranking of those bids, and it gives insight into the internal, confidential bid selection methodology that Big Rivers uses.

9. The fuel transportation contract is the product of extensive negotiations between Big Rivers and the supplier, Ingram, and it contains commercially sensitive provisions on the prices, costs, concessions, terms, and conditions that Big Rivers has been able to negotiate for its and its Members' benefit and that Ingram has been able to negotiate for its benefit. Moreover, the contract contains a confidentiality provision, prohibiting the disclosure of the terms of the

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[1] *See* Order dated March 6, 2009, *In the Matter of: Joint Application of Big Rivers, E.ON, LG&E Energy Marketing, Inc., and Western Kentucky Energy Corporation for Approval to Unwind Lease and Power Purchase Transactions*, PSC Case No. 2007-00455, pages 27-30 and 37-39.

[2] *Application of Big Rivers Electric Corporation for Approval to Issue Evidences of Indebtedness*, P.S.C. Case No. 2009-00441.

contract. Ingram's affidavit explains its reasons for wanting confidential treatment of the contract, and Ingram considers the information in the affidavit confidential and proprietary.

10. The Confidential Documents are precisely the sort of documents meant to be protected by KRS 61.878(1)(c)(1), and the Commission and Kentucky courts have often found that such information, including bidding information and the confidential terms of a company's contracts, are generally recognized as confidential and proprietary. *See, e.g.,* Order dated August 4, 2003, in *In the Matter of: Application of the Union Light, Heat and Power Company for Confidential Treatment*, PSC Case No. 2003-00054 (finding that bids submitted to a utility were confidential); Order dated April 3, 2006, in *In the Matter of: The Joint Application of Nuon Global Solutions USA, BV, Nuon Global Solutions USA, Inc., AIG Highstar Capital II, LP, Hydro Star, LLC, Utilities, Inc. and Water Service Corporation of Kentucky for Approval of an Indirect Change in Control of a Certain Kentucky Utility Pursuant to the Provisions of KRS 278.020(5) and (6) and 807 KAR 5:001, Section 8*, PSC Case No. 2005-00433 (finding that certain terms contained in a Stock Purchase Agreement were confidential).

11. Specifically with regard to the bid tabulation summary, the Commission has granted confidential protection to this information when provided by other utilities in cases involving a review of their fuel adjustment clauses. *See, e.g.,* letter from the Commission dated October 23, 2009, granting confidential protections to East Kentucky Power Cooperative, Inc.'s bid tabulation summary and related information in Case No. 2009-00286; letter from the Commission dated December 11, 2009, granting confidential protection to Kentucky Utilities Company's coal bid analysis procedure in Case No. 2009-00287.

12. The Confidential Documents are not publicly available, are not disseminated within Big Rivers except to those employees and professionals with a legitimate business need to

know and act upon the information, and are not disseminated to others without a legitimate need to know and act upon the information. As such, the Confidential Documents are generally recognized as confidential and proprietary.

III. DISCLOSURE OF THE CONFIDENTIAL DOCUMENTS WOULD PERMIT AN UNFAIR COMMERCIAL ADVANTAGE TO BIG RIVERS' COMPETITORS

13. Disclosure of the Confidential Documents would permit an unfair commercial advantage to Big Rivers' competitors. As discussed above, Big Rivers faces actual competition in the wholesale power market and the credit market. It is likely that Big Rivers would suffer competitive injury if the Confidential Documents are publicly disclosed. In PSC Case No. 2003-00054, the Commission granted confidential protection for bids submitted to Union Light Heat & Power ("ULH&P"). ULH&P's argued, and the Commission implicitly accepted, that the bidding contractors would not want their bid information publicly disclosed, and that disclosure would reduce the contractor pool available to ULH&P, which would drive up ULH&P's costs, hurting its ability to compete with other gas suppliers. Order dated August 4, 2003, in *In the Matter of: Application of the Union Light, Heat and Power Company for Confidential Treatment*, PSC Case No. 2003-00054. In PSC Case No. 2005-00433, the Commission recognized that public disclosure of confidential information contained in a company's financial statements could shrink the pool of investors available to that company, resulting in competitive harm to that company. Order dated April 3, 2006, in *In the Matter of: The Joint Application of Nuon Global Solutions USA, BV, Nuon Global Solutions USA, Inc., AIG Highstar Capital II, LP, Hydro Star, LLC, Utilities, Inc. and Water Service Corporation of Kentucky for Approval of an Indirect Change in Control of a Certain Kentucky Utility Pursuant to the Provisions of KRS 278.020(5) and (6) and 807 KAR 5:001, Section 8*, PSC Case No. 2005-00433. And in *Hoy v. Kentucky*

Indus. Revitalization Authority, the Kentucky Supreme Court found that without protection for confidential information provided to a public agency, "companies would be reluctant to apply for investment tax credits for fear the confidentiality of financial information would be compromised. *Hoy v. Kentucky Indus. Revitalization Authority*, 907 S.W.2d 766, 769 (Ky. 1995).

14. In Big Rivers' case, with respect to the bid tabulation summary, if confidential treatment is denied, potential bidders would know that their bids would be publicly disclosed, which could reveal information to their competitors about their competitiveness. Because many companies would be reluctant to have such information disclosed, public disclosure of Big Rivers' bid tabulation summary would likely suppress the competitive bidding process and reduce the pool of bidders willing to bid to supply Big Rivers' fuel needs, driving up Big Rivers' fuel costs and impairing its ability to compete in the wholesale power market.

15. Also, the information contained in the bid tabulation summary reveals the procedure and strategies Big Rivers follows and the factors and inputs it considers in evaluating bids for fuel supply. If the document is publicly disclosed, potential bidders could manipulate the bid solicitations process to the detriment of Big Rivers and its members by tailoring bids to correspond to and comport with Big Rivers' bidding criteria and process. This manipulation of the bidding process would raise Big Rivers' cost of power production and place it at an unfair competitive disadvantage in the wholesale power market. Also, the power producers and marketers with which Big Rivers competes could use the information to determine Big Rivers' power production costs and could use those figures to potentially underbid Big Rivers in wholesale transactions, which would further constitute an unfair competitive disadvantage to Big Rivers.

16. With respect to the fuel transportation contract, suppliers of such services, such as the counterparty to the contract in question, often do not want public disclosure of the pricing and concessions that they agreed to because those contractual terms could then be used against them in future negotiations with other customers. In fact, Big Rivers' fuel transportation contract contains a confidentiality provision prohibiting the disclosure of its terms. Suppliers of fuel transportation services rely on the confidentiality of their agreements, as was the case with Ingram when it entered into the transportation agreement with the non-jurisdictional WKEC. If those suppliers think their agreements will be publicly filed, Big Rivers strongly believes it is likely that many of them would not enter into future agreements with Big Rivers, or would do so only on terms that would not be useful to their competitors. As such, public disclosure of the fuel transportation contract would likely reduce the pool of suppliers willing to enter into agreements with Big Rivers, resulting in increased prices for Big Rivers and its members and less favorable contracts for Big Rivers. This would likely fatally impair the process Big Rivers has established to use its long-term fuels transportation contracts to reduce costs by offering a source of potentially lower transportation costs[3]. Big Rivers operates in a competitive marketplace for wholesale power, and if Big Rivers is subject to higher prices and less favorable contracts, Big Rivers would be at a severe competitive disadvantage among other wholesale power generators with which it competes.

17. In addition, public disclosure of the fuel transportation contract would put other suppliers in a position to determine which terms and conditions Big Rivers is willing to accept. Those suppliers still willing to negotiate with Big Rivers would then have an important competitive advantage because they could use that information in future negotiations or

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[3] *See* Big Rivers' February 16, 2010 response to Item 22 of the Commission Staff's January 27, 2010 data request in this matter, P.S.C. Case No. 2010-00510.

proposals with Big Rivers. In PSC Case No. 2003-00054, the Commission granted confidential protection to bids submitted to ULH&P. In addition to the other arguments discussed above, ULH&P argued, and the Commission implicitly accepted, that if the bids it received were publicly disclosed, contractors on future work could use the bids as a benchmark, which would likely lead to the submission of higher bids. Order dated August 4, 2003, in *In the Matter of: Application of the Union Light, Heat and Power Company for Confidential Treatment*, PSC Case No. 2003-00054. The Commission also implicitly accepted ULH&P's further argument that the higher bids would lessen ULH&P's ability to compete with other gas suppliers. *Id.*

18. Public disclosure of the fuel transportation contract would also impair Big Rivers' competitive bidding process for fuel contracts by allowing fuel vendors to know the transportation price Big Rivers is willing to pay. This would encourage fuel vendors to treat the alternate transportation contract price as a floor for the transportation portion of its own bid, eliminating opportunities for lower transportation costs. This will likely increase Big Rivers' costs and impair its ability to compete in the wholesale power market and for credit.

19. In Big Rivers' case, suppliers of fuel transportation services could use the amounts and terms agreed upon Big Rivers in the fuel transportation contract as a benchmark or starting point in their negotiations (since they would know Big Rivers is willing to accept them), which would likely lead to higher prices for Big Rivers and its members and less favorable agreements for Big Rivers. Big Rivers competes in the wholesale power market, and as its costs rise (including financing costs), and with less favorable agreements, it is less competitive in that market.

IV. THE CONFIDENTIAL DOCUMENTS ARE ENTITLED TO CONFIDENTIAL PROTECTION

20. Based on the foregoing, the Confidential Documents are entitled to confidential protection.

21. With regard to the fuel transportation contract, Ingram also does not consent to its public disclosure and prepared affidavit filed under seal with this Petition in support of its position. For the reasons stated in the affidavit, the fuel transportation contract and the affidavit should be given confidential treatment.

22. Additionally, the fuel transportation contract is being filed in response to Item 23 of the Commission's information requests, which asks Big Rivers to file additional fuel contracts pursuant to Subsection 1(7) of 807 KAR 5:056, the fuel adjustment clause regulation. The fuel transportation contract is a contract for barge services and is not a fuel contract. Big Rivers is filing the contract in case the Commission wishes to consider those costs as part of its review of Big Rivers' fuel contracts. However, the language in the fuel adjustment clause regulation that requires the filing of fuel contracts does not expressly require the filing of transportation contracts nor does it require the filing of all contracts for which recovery through the fuel adjustment clause mechanism is sought. Since the fuel transportation contract is not a fuel contract, Big Rivers asks that the Commission find that the fuel adjustment clause does not require it to be filed publicly and that the Commission grant confidential protection to it.

23. Even if the Commission finds that the fuel transportation contract is required to be filed, Big Rivers asks for a deviation pursuant to 807 KAR 5:001 Section 14 from the requirement in the fuel adjustment clause regulation that such contracts be open to the public.

Big Rivers would note that it was not originally a party to this contract. This contract was assigned to Big Rivers by WKEC. WKEC filed this contract under a petitioner for confidential treatment in Exhibit 42 to the Application in *In the Matter of: The Application of Big Rivers Electric Corporation for: (I) Approval of Wholesale Tariff Additions For Big Rivers Electric Corporation, (II) Approval of Transactions, (III) Approval to Issue Evidences of Indebtedness, and (IV) Approval of Amendments to Contracts; and of E.ON U.S., LLC, Western Kentucky Energy Corp. and LG&E Energy Marketing, Inc. for Approval of Transactions, Case No. 2007-00455*. In granting that petition, the Commission recognized the confidential nature of the contract. For that reason, a deviation should be granted and confidential protection granted in this case.

24. Alternatively, 807 KAR 5:056 Section 1(7), which requires the filing of fuel contracts, specifically allows incorporation by reference. If the Commission denies confidential protection to the fuel transportation contract as filed in this case, Big Rivers would ask that it be permitted to withdraw that contract and instead incorporate that contract by reference to Exhibit 42 to the Application in Case No. 2007-00455.

V. THE COMMISSION IS REQUIRED TO HOLD AN EVIDENTIARY HEARING

25. The Confidential Documents should be given confidential protection. If the Commission disagrees that Big Rivers is entitled to confidential protection, due process requires the Commission to hold an evidentiary hearing. *Utility Regulatory Com'n v. Kentucky Water Service Co., Inc.*, 642 S.W.2d 591 (Ky. App. 1982).

WHEREFORE, Big Rivers respectfully requests that the Commission classify and protect as confidential the Confidential Documents filed with this petition.

On this the 17th day of February, 2010.

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

COUNSEL FOR BIG RIVERS
ELECTRIC CORPORATION

ITEM 23 – ATTACHMENT

The unredacted fifteen-page Ingram Barge transportation contract is being filed under petition for confidential treatment.

ITEM 19 – ATTACHMENT

The Excel spreadsheet attachment of ten (10) pages has been filed under petition for confidential treatment.

Redacted

Contract # WKE-05-040 Job # -

TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into to be effective as of January 1, 2006, by and between Ingram Barge Company, a Tennessee corporation having offices in Nashville, Tennessee (hereinafter "Carrier") and Western Kentucky Energy Corp. and WKE Station Two, Inc., both Kentucky corporations having offices in Louisville, Kentucky (hereinafter collectively "Shipper").

WITNESSETH:

WHEREAS, Shipper operates power generating stations known as WKE Station II, Green/Reid, Wilson and R.D. Coleman (hereinafter collectively the "plants"); and

WHEREAS, Shipper desires that Carrier transport coal, synthetic fuel, lime, petcoke and limestone (hereinafter collectively or individually "cargo") in barges between the loading and unloading points stated in Section 3 of this Agreement for use at the plants; and

WHEREAS, Carrier desires to perform the aforesaid services for Shipper,

NOW, THEREFORE, Shipper and Carrier agree as follows:

1. Term. [redacted]

2. Quantity. [redacted]

3. Origin and Destination. [redacted]

4. Freight Rates. [redacted]

[redacted]

5. Revision of Freight Rates. The freight rates provided herein shall be revised by Carrier as of the dates specified in subsection (c) of this Section 5 (hereinafter called "Revision Date") in the following manner:

(a) Fuel Cost. The Base Rate rates shall be subject to escalation for fuel during the term of this Agreement in the event of an increase in the cost of fuel above $1.50 per gallon. If the actual average cost of fuel to Carrier for the second month immediately preceding the month of shipment rises above $1.50 per gallon, Carrier shall escalate the freight rates on the first of every month during the term of this Agreement for which the second immediately preceding month fuel cost exceeded $1.50 per gallon, commencing January 1, 2006, in accordance with the following formula:

$$\frac{\text{Actual Fuel Cost} - 1.50}{1.50} \times .20 = \text{Percentage Increase in the Base Rate}$$

As an example, the actual fuel cost for the month of November would determine changes, if any, to the following January Base Rate. In no event will the adjusted freight rate ever be lower than the Base Rate.

(b) Consumer Price Index. [redacted]

[redacted]

(c) Revision Dates and Calculation. [redacted]

6. Governmental Impositions. [redacted]

[redacted]

7. Changes in Operations. [redacted]

8. Barge Loading and Unloading. [redacted]

9. Transportation Equipment and Service. Carrier agrees to use adequate motive power and a sufficient number of jumbo open-top hopper barges to transport Shipper's cargo under this Agreement. In no event, however, shall Carrier be required to deliver barges for loading at a rate in excess of the rate at which its barges are then being unloaded.

10. Cargo Loss or Damage. [redacted]

[redacted]

11. Harbor Facilities and Barge Loss or Damage. [redacted]

12. Constructive Placement. [redacted]

13. Free Time for Loading and Unloading. [redacted]

14. Demurrage/Re-consignment. [redacted]

[redacted]

[redacted]

15. Insurance. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

16. Weights, Billing, and Payment. [redacted]

17. Force Majeure. [redacted]

[redacted]

[redacted]

[redacted]

18. Restrictions on Navigation and Mooring. Carrier will not place barges for loading, nor pick up loaded barges, when the shipments are destined to ports or points which are inaccessible because of an actual or anticipated, temporary or permanent condition that adversely affects the navigability of a waterway to be traversed by barge between Origin and Destination. If shipment has been accepted or is re-consigned for transportation to a port or point which subsequently becomes inaccessible because of a condition that adversely affects the navigability of a waterway to be traversed between Origin and Destination, Carrier shall be privileged to tender delivery of such shipment at an accessible intermediate point nearest to consigned Destination, in which event freight charges shall be adjusted in accordance with the transportation service actually rendered on the basis of the rate applicable for the movement to the original Destination. In the determination of the inaccessibility of a Destination port, the type and draft of propelling vessel, the type of barge, the loaded draft of barge, and necessity of returning empty barge, among other considerations, shall govern. Carrier's determination in this regard shall be in its sole discretion and be final and binding on all parties. In the event that operating conditions, including ice, prevents or delays the delivery of a barge, Carrier will place the barge at a point short of the point of interruption and the barge will be subject to demurrage.

19. Indemnity.

(a) [redacted]

(b) [redacted]

20. No Waiver. The failure of Shipper or Carrier to insist upon strict performance of any provision of this Agreement in one or more instances, or the failure of Shipper or Carrier to exercise any of its rights hereunder in one or more instances, shall not be construed as a waiver of any such provision or the relinquishment of any such right; but the same shall continue and remain in full force and effect.

21. Subcontracts. [redacted]

22. Modification. This Agreement contains the entire agreement between Shipper and Carrier, and no modification hereof shall be binding on either party unless it is in writing and signed by Shipper and Carrier.

23. Assignment. [redacted]

24. Independent Contractor. Nothing contained in this Agreement shall be construed as a charter or lease by Shipper of any barges, towboats, or other equipment of Carrier, nor shall any of the employees, agents, or subcontractors of Carrier be regarded as employees, agents, or subcontractors of Shipper, it being understood that Carrier is in all respects an independent contractor and that Shipper shall exercise no direction or control over the operation of barges, towboats, or other equipment of Carrier or over Carrier's employees, agents, or subcontractors.

25. Confidentiality.

(a) [redacted]

[redacted]

[redacted]

26. Captions. The captions contained in this Agreement have been inserted for convenience only and shall not control or otherwise affect the meaning or construction of any of the terms and provisions hereof.

27. Notices. [redacted]

[redacted] [redacted]

[redacted] [redacted]

[redacted]

28. Early Termination. In the event Shipper no longer operates or manages the plants for any reason, Shipper and Carrier shall each have the right, notwithstanding anything herein to the contrary, to terminate this Agreement upon sixty (60) days written notice to the other party. Upon such termination, Shipper and Carrier shall have no further obligation or liability to each other except with respect to those obligations or liabilities accruing, and/or related to any period, prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Contract # Job # -

ATTEST:

By: Jory P. Wright

As: Notary

Notary Public, Kentucky State-At-Large

My Commission Expires June 25, 2006.

SHIPPER

WESTERN KENTUCKY ENERGY CORP.

By: Ralph Bowling

As: VP-WKE

ATTEST:

By: Jory P. Wright

As: Notary

Notary Public, Kentucky State-At-Large

My Commission Expires June 25, 2006.

SHIPPER

WKE STATION TWO, INC.

By: Ralph Bowling

As: VP-WKE

ATTEST:

By: [signature]

As:

CARRIER

INGRAM BARGE COMPANY

By: Thomas R. Wochatt

As: Vice President, Drybarge Sales

EXHIBIT A

[redacted]

[redacted]	[redacted]			
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[redacted]	[redacted]	[redacted]		
[redacted]	[redacted]	[redacted]		

SCHEDULE 1

[redacted] [redacted] [redacted]

111.0.35.5.-.1

EXHIBIT Q

ACKNOWLEDGMENT OF ASSIGNMENT AND RELEASE OF CONTRACTS

THIS ACKNOWLEDGMENT OF ASSIGNMENT AND RELEASE OF CONTRACTS (this "***Acknowledgment***"), dated as of August 1, **2008** is made by and among Ingram Barge Company, a Tennessee corporation (the "***Contract Counterparty***"), WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation (the "***Assignor***"), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric generation and transmission cooperative ("***Big Rivers***").

RECITALS

A. The Assignor and the Contract Counterparty are parties to that certain Transportation Agreement dated January 1, 2006 (WKE-05-040) (the "***Transportation Contract***");

B. As part of the termination of certain property interest and contractual relationships previously created between Big Rivers, on the one hand, and Assignor and certain of its affiliates, on the other hand (the "Termination Transaction"), Big Rivers will re-assume operating responsibilities with respect to the generating plants owned by Big Rivers in Western Kentucky, as well as the Station Two generating plant owned by the City of Henderson. In connection therewith, the Assignor intends to assign to Big Rivers all of its right, title and interest in and to the Transportation Contract (other than Assignor's rights of collection with respect to any accrued payment obligations of Contract Counterparty as of the "Effective Time" (as hereinafter defined)), and Big Rivers intends to assume all of the Assignor's obligations under the Transportation Contract, in each case subject to Contract Counterparty's willingness to execute and deliver this Acknowledgment for the benefit of Assignor and Big Rivers.

C. The Contract Counterparty is willing to acknowledge and consent to such assignment, and to release the Assignor from further liability under the Transportation Contract, in each case upon the terms and subject to the conditions set forth in this Acknowledgement.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, it is hereby agreed as follows:

Section 1. Acknowledgment of, and Consent to, Assignment. Contract Counterparty hereby acknowledges the assignment of the Transportation Contract, in whole, by Assignor to Big Rivers, and to the assumption and performance by Big Rivers of the Transportation Contract, in each case at such time as Assignor and Big Rivers shall have consummated the Termination Transaction in accordance with the Transaction

Termination Agreement among Big Rivers, Assignor and an affiliate of Assignor dated March 26, 2007, as the same may have been or may hereafter be amended by those parties (the "Effective Time"), and Contract Counterparty further waives any and all provisions, if any, in the Transportation Contract which might prohibit or require any further consents or approvals of the Contract Counterparty to such assignment or assumption. Contract Counterparty acknowledges and agrees that, from and after the Effective Time, it will accept performance from Big Rivers of all the obligations, duties and responsibilities formerly owed by Assignor under the Transportation Contract.

Section 2. Big Rivers Assumption of Transportation Contract. In consideration of the consent of the Contract Counterparty provided in Section 1, from and after the Effective Time, Big Rivers agrees that it will perform all obligations, duties and responsibilities of Assignor under the Transportation Contract. The Big Rivers contact will be:

Mr. Mark McAdams, Director of Fuels Procurement
201 Third Street
Henderson, KY 42420
Phone: 270 827-2561 Ext. 2574
Fax: 270 827-2101
Email: mmcadams@bigrivers.com

Section 3. Release of Assignor. In consideration of the agreement of Big Rivers to assume all of the obligations, duties and responsibilities of the Assignor as provided in Section 2, effective as of the Effective Time, the Contract Counterparty hereby remises, releases and discharges the Assignor and its shareholders, directors, officers, employees, agents, successors and permitted assigns (other than Big Rivers) of and from any and all debts, obligations, duties, liabilities and responsibilities of any nature whatsoever arising under or pursuant to the Transportation Contract and attributable to the period commencing with the Effective Time, or requiring performance following the Effective Time. The release effected by this Section 3 shall not affect the liability of the Assignor for performance of all obligations, duties and responsibilities under or pursuant to the Transportation Contract (including, without limitation, payment of any amounts attributable to, or emanating from) the period up to and including the Effective Time, including without limitation, from any breach or default on the part of Assignor under the Transportation Contract occurring prior to the Effective Time.

Section 4. Miscellaneous

(a) This Acknowledgment shall be binding upon and inure to the benefit of the Contract Counterparty, Big Rivers and the Assignor and each of their respective successors, transferees and assigns. The Contract Counterparty agrees to confirm such continuing obligation in writing upon the reasonable request of Big Rivers or any of its respective successors, transferees or assigns. No termination, amendment, variation or waiver of any provisions of this Acknowledgment shall be effective unless in writing and signed by Contract Counterparty, Big Rivers and the Assignor. This Acknowledgment constitutes the entire agreement and understanding of Contract Counterparty, on the one hand, and Assignor and Big Rivers, on the other hand, with respect to the subject matter hereof.

(b) THIS ACKNOWLEDGMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

(c) Any term or provision of this Acknowledgment which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Acknowledgment or affecting the validity or enforceability of any of the terms or provisions of this Acknowledgment in any other jurisdiction

(d) This Acknowledgment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Acknowledgment may not be revoked or terminated by Contract Counterparty.

IN WITNESS WHEREOF, the Contract Counterparty, Big Rivers and the Assignor have caused this Acknowledgment to be duly executed and delivered by each of its respective officers thereunto duly authorized as of the date first above written.

INGRAM BARGE COMPANY

By: ______________________ 6/16/08
Name: Joe C. Johnson
Title: Director, Utility Sales

BIG RIVERS ELECTRIC CORPORATION

By: ______________________
Name: Michael H. Core
Title: President/CEO

WESTERN KENTUCKY ENERGY CORP.

By ______________________
Name:
Title: