



Your Touchstone Energy® Cooperative

#### **COMMONWEALTH OF KENTUCKY**

### BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

> In the Matter of:

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

Case No. 2012-00535

VOLUME 1 of 5

APPLICATION STATUTORY NOTICE TABLE OF CONTENTS

**APPLICATION TABS 1 through 32** 

FILED: January 15, 2013

ORIGINAL

#### ATTORNEYS AT LAW

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

JAN 1 5 2013

PUBLIC SERVICE COMMISSION

January 15, 2013

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

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

Dear Mr. DeRouen:

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

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

Sincerely yours,

Junes M. mola

James M. Miller Counsel for Big Rivers Electric Corporation

Copies to:

Mark Bailey Albert Yockey

Telephone (270) 926-4000 Telec - irr (270) 683-6694

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

Service List PSC Case No. 2012-00535

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

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

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

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

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

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

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

Burns Mercer Meade County RECC P.O. Box 489 Brandenburg, Kentucky 40108 Thomas C. Brite, Esq. Brite and Hopkins, PLLC P.O. Box 309 Hardinsburg, Kentucky 40143

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

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

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

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

$egin{array}{c} 1 \\ 2 \\ 3 \\ 4 \end{array}$	COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
5 6	In the Matter of:
7 8 9 10	Application of Big Rivers Electric)Corporation for a General)Case No. 2012-00535Adjustment in Rates)
$\frac{11}{12}$	STATUTORY NOTICE
13	Big Rivers Electric Corporation ("Big Rivers"), by counsel, informs the
14	Kentucky Public Service Commission ("Commission") that it is engaged in business
15	as an electric generating and transmission cooperative public utility, principally
16	providing wholesale electric service to its cooperative members within the
17	Commonwealth of Kentucky.
18	Pursuant to KRS 278.180 and 807 KAR 5:011 Section 6(3)(b), Big Rivers
19	hereby gives notice to the Commission that, on this January 15, 2013, it files
20	herewith: (i) revised tariff sheets adjusting its base rates effective February 18,
21	2013, and (ii) its application supporting the adjustment of base rates reflected in
22	those revised tariff sheets. The revised tariff sheets are attached to Big Rivers'
23	application as Tab 8 and are made a part hereof by reference. Big Rivers proposes
24	to change its existing base rates and tariffs for electric service, now on file with and
25	approved by the Commission, by substituting the revised tariff sheets for the
26	corresponding tariff sheets in its existing tariff.
27	Notice to the public of the proposed rates is being given as prescribed in the
28	Commission's regulations, 807 KAR 5:001 Sections 10(3) and (4) and 807 KAR 5:011

1 Section 8, by mailing in accordance with the Commission's regulations, 807 KAR  $\mathbf{2}$ 5:001 Section 10(4) and 807 KAR 5:001 Section 8(2), and by exhibiting proposed 3 rates and a sheet stating the estimated amount of the increase per customer for 4 public inspection at its main office, 201 Third Street, Henderson, Kentucky.  $\mathbf{5}$ Additional information required by the Commission's regulations is contained 6 in the application filed herewith and made a part hereof by reference.  $\overline{7}$ Please note that on December 20, 2012, the Commission issued an Order in this proceeding granting Big Rivers a deviation and allowing Big Rivers to file its 8 9 application under the version of the Commission's regulation existing prior to the revisions that became effective January 4, 2013. As such, all references to the 10 11 Commission's regulation in the application and attachments to the application, 12including this Statutory Notice, are to the pre-January 4, 2013, version of the regulations. 13 14 On this the 15<sup>th</sup> day of January, 2013. Respectfully submitted, 1516 17emes moule 18 James M. Miller 19 20Tyson Kamuf SULLIVAN, MOUNTJOY, 2122STAINBACK & MILLER, P.S.C. 23100 St. Ann Street P. O. Box 727 24Owensboro, Kentucky 42302-0727 25(270) 926-4000 26imiller@smsmlaw.com 27tkamuf@smsmlaw.com 282930

$rac{1}{2}$	Edward T. Depp Dinsmore & Shohl LLP
3	101 South Fifth Street
4	Suite 2500
<b>5</b>	Louisville, KY 40202
6	$(502)\ 540-2347$
$\overline{7}$	<u>tip.depp@dinsmore.com</u>
8	
9	
10	Counsel for Big Rivers Electric
11	Corporation

$egin{array}{c} 1 \\ 2 \\ 3 \\ 4 \end{array}$	COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
5 6	In the Matter of:
7 8 9	Application of Big Rivers Electric)Corporation for a General)Case No. 2012-00535Adjustment in Rates)
$10 \\ 11 \\ 12$	<b>BIG RIVERS ELECTRIC CORPORATION'S APPLICATION FOR A</b>
$\frac{13}{14}$	GENERAL ADJUSTMENT IN RATES
15	1. Applicant, Big Rivers Electric Corporation ("Big Rivers"), applies to the
16	Kentucky Public Service Commission ("Commission") for authority to adjust its
17	rates for wholesale electric service pursuant to KRS 278.180, .190, .192, and related
18	sections, and 807 KAR 5:001, 807 KAR 5:011, and related sections. Big Rivers'
19	Statutory Notice of the filing of revised tariffs is attached to this application
20	("Application"). Big Rivers elects to follow the tariff filing procedures provided by
21	807 KAR 5:011 Section 6(3)(b). A copy of Big Rivers' Notice of Intent to File Rate
22	Application, which is required by 807 KAR 5:001 Section 10(2) and 807 KAR 5:011
23	Section 8(1), was filed with the Commission on December 2, 2012, and is attached to
24	this Application as Tab 10.
25	2. Please note that on December 20, 2012, the Commission issued an
26	order in this proceeding granting Big Rivers a deviation and allowing Big Rivers to
27	file its Application under the version of the Commission's regulations existing prior
28	to the revisions that became effective January 4, 2013. As such, unless otherwise
29	noted, all references to the Commission's regulations in this Application and

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

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

8 4. Big Rivers owns electric generation facilities, and purchases, transmits, and sells electricity at wholesale. It exists for the principal purpose of 9 providing the wholesale electricity requirements of its three distribution cooperative 10 11 member-owners, which are Jackson Purchase Energy Corporation, Kenergy Corp., 12 and Meade County Rural Electric Cooperative Corporation (collectively, the "Members"). The Members, in turn, provide retail electric service to approximately 13 14 112,000 consumer/members located in 22 Western Kentucky counties: Ballard, 15Breckenridge, Caldwell, Carlisle, Crittenden, Daviess, Graves, Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon, Marshall, McCracken, McLean, 16 17 Meade, Muhlenberg, Ohio, Union and Webster. 18 5. The articles of incorporation of Big Rivers, and all amendments thereto, are attached as Exhibit 14 to the application of Big Rivers in In the Matter 19 20of: Application of Big Rivers Electric Corporation for Approval to Issue Evidences of Indebtedness, Case No. 2012-00492, and are incorporated herein by reference. 807 2122KAR 5:001 Section 8(3).

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1	6. Big Rivers gave notice to the Commission of its intent to file this
2	Application more than 30 days prior to filing it in accordance with KRS 278.180,
3	KRS 278.183, and 807 KAR 5:011 Section 8. Big Rivers' notice to the Commission is
4	attached hereto as Tab 11. Big Rivers also mailed a notice of this rate adjustment
5	to each of its Members no later than the date of the filing of this Application. The
6	notice to the Members included the estimated amount of increase per customer
7	class, along with the other information required by 807 KAR 5:011 Section 8. Big
8	Rivers has also posted a copy of the notice to the Members at its place of business,
9	and a copy of that notice is attached hereto as Tab 10.
10	7. This Application and the supporting exhibits, all of which are
11	incorporated herein by reference, contain fully the facts on which the relief
12	requested by Big Rivers is based, a request for the relief sought, and references to
13	the particular provisions of law requiring or providing for the relief sought. 807
14	KAR 5:001 Section 8(1).
15	8. Big Rivers is filing an original and ten copies of this Application. 807
16	KAR 5:001 Section 8(2). A copy of this Application has also been served upon the
17	Kentucky Attorney General's Office of Rate Intervention.
18	9. Each filing requirement of 807 KAR 5:001 Section 10 relating to a fully
19	forecasted test year is assigned to a tab containing either the information satisfying
20	the requirement or describing where the information satisfying the requirement can
21	be found, and each tab is listed in the table of contents to this Application.
22	

#### **RELIEF REQUESTED**

 $\mathbf{2}$ 10. Through this Application and the attached Statutory Notice, Big 3 Rivers is seeking an increase in rates and approval of associated tariff revisions. 4 The tariff sheets Big Rivers proposes to change are set forth in Tab 8, hereto. The 5proposed changes are shown in detail in the side-by-side comparison of the present 6 tariff sheets against the proposed tariff sheets, which comparison is attached hereto as Tab 9. The effective date of the proposed tariff sheets is February 18, 2013. This 7 effective date for Big Rivers' proposed tariffs was chosen with the expectation that 8 9 the Commission will suspend the proposed tariffs for the full six months allowed by KRS 278.190(2), and that the proposed rates will be in effect by order of the 10 11 Commission or pursuant to KRS 278.190(2) no later than the termination date of 12 Century Aluminum of Kentucky General Partnership's retail service contract. 13 11. Big Rivers has conducted a fully-allocated embedded cost of service 14 study based on a fully forecasted test period ending August 31, 2014. As a result of 15 the cost of service study, Big Rivers has designed its proposed rates and tariffs to eliminate the identified revenue deficiency and to eliminate the subsidy the cost of 16 17 service study shows is being received by the Rural rate class. 12. These proposed changes in Big Rivers' rates and tariffs will result in a 18 net increase in operating revenues of approximately \$74.5 million or 21.4% per year 19 20based upon the test period.

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

1	customer class will be approximately 29.4%, or \$40.7 million annually. The revenue
2	increase for Big Rivers' Large Industrial ("LIC") customer class will be
3	approximately 17.9%, or \$8.2 million annually. The revenue increase for the
4	Smelter customer class (which will only encompass Alcan Primary Products
5	Corporation beginning August 20, 2012), which is served under a special contract,
6	will be approximately 15.6%, or \$25.6 million annually. At the retail level, Big
7	Rivers estimates that its proposed rates will result in an increase of approximately
8	18.6% or \$21.71/month for a typical residential customer with a monthly usage of
9	1,300 kWh. The retail percentage increase will vary by Member depending upon its
10	individual sales characteristics. The numbers and percentages used in this
11	paragraph are affected by certain tariff mechanisms or adjustments that have a
12	temporary or limited effect, namely, the Member Rate Stability Mechanism, Rural
13	Economic Reserve Rider, and Non-Smelter Non-FAC PPA, the effects of which are
14	explained in the Direct Testimony of Mr. John Wolfram, which is attached hereto as
15	Tab 73.
16	14. Big Rivers supports its proposed changes in rates and tariffs with the
17	verified testimony and exhibits of the following persons:
18	a. Mark A. Bailey, President and Chief Executive Officer
19	b. Billie J. Richert, Vice President Accounting & Interim Chief
20	Financial Officer
21	c. Albert M. Yockey, Vice President, Governmental Relations and
22	Enterprise Risk Management

1	d. Robert W. Berry, Vice President, Production
<b>2</b>	e. David G. Crockett, Vice President, System Operations
3	f. DeAnna M. Speed, Manager-Budgets
4	g. Lindsay N. Barron, Managing Director, Energy Services
<b>5</b>	h. James V. Haner, Vice President Administrative Services
6	i. Ted J. Kelly, Principal, Burns & McDonnell
7	j. Travis A. Siewert, Senior Staff Accountant
8	k. John Wolfram, Principal, Catalyst Consulting LLC
9	15. Big Rivers also seeks approval of the depreciation rates set forth in the
10	depreciation study attached as Exhibit Kelly-1 to the Direct Testimony of Mr. Ted J.
11	Kelly, which itself is attached hereto as Tab 71.
12	<b>REASON FOR THE RELIEF REQUESTED</b>
12 13	REASON FOR THE RELIEF REQUESTED16.Big Rivers is seeking an adjustment in rates to produce an additional
13	16. Big Rivers is seeking an adjustment in rates to produce an additional
$\frac{13}{14}$	16. Big Rivers is seeking an adjustment in rates to produce an additional \$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big
13 14 15	<ul><li>16. Big Rivers is seeking an adjustment in rates to produce an additional</li><li>\$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big</li><li>Rivers estimates that the vast majority of this amount approximately \$63 million</li></ul>
13 14 15 16	16. Big Rivers is seeking an adjustment in rates to produce an additional \$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big Rivers estimates that the vast majority of this amount approximately \$63 million stems from the termination of a single special retail service contract by an
13 14 15 16 17	16. Big Rivers is seeking an adjustment in rates to produce an additional \$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big Rivers estimates that the vast majority of this amount approximately \$63 million stems from the termination of a single special retail service contract by an aluminum smelter customer. Additional major drivers (which Big Rivers estimates
<ol> <li>13</li> <li>14</li> <li>15</li> <li>16</li> <li>17</li> <li>18</li> </ol>	16. Big Rivers is seeking an adjustment in rates to produce an additional \$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big Rivers estimates that the vast majority of this amount approximately \$63 million stems from the termination of a single special retail service contract by an aluminum smelter customer. Additional major drivers (which Big Rivers estimates have a net impact of approximately \$11 million) include declining off-system sales
13 14 15 16 17 18 19	16. Big Rivers is seeking an adjustment in rates to produce an additional \$74.5 million in revenue to eliminate a revenue deficiency in that amount. Big Rivers estimates that the vast majority of this amount approximately \$63 million stems from the termination of a single special retail service contract by an aluminum smelter customer. Additional major drivers (which Big Rivers estimates have a net impact of approximately \$11 million) include declining off-system sales margins and increasing depreciation expenses. Offsetting these drivers are the

1	obligations to its creditors, to maintain its investment grade credit ratings, to be
<b>2</b>	able to access credit markets, and to continue to prudently maintain its generating
3	units on a going forward basis. The reasons for the proposed increase, the
4	consequences of Big Rivers not receiving the full increase it is requesting, and the
5	relief Big Rivers is seeking are more fully explained in the testimony of Big Rivers'
6	witnesses attached to this Application. For these reasons, Big Rivers' proposed
7	rates are fair, just, and reasonable, and the Commission should approve the rate
8	relief proposed by Big Rivers.
9	WHEREFORE, Big Rivers respectfully requests that the Commission issue
10	an order:
11	1. approving the tariff revisions and associated rate adjustments described
12	in Tabs 8 and 9 of this Application;
13	2. approving Big Rivers' 2012 depreciation study and granting authority to
14	implement the depreciation rates contained in that study on the first day
15	of the month, either coincident with or following the effective date of the
16	new tariff rates in this case as ordered by this Commission;
17	3. approving the costs Big Rivers incurs in this case and granting authority
18	to establish a regulatory asset and amortize those costs over 36 months as
19	explained in the Direct Testimony of Ms. DeAnna M. Speed;
20	4. granting authority to establish a regulatory asset and amortize certain
21	severance costs over a period of 60 months as explained in the Direct
22	Testimony of Ms. DeAnna M. Speed; and

 $\overline{7}$ 

1	5. granting Big Rivers all ot	her relief to which it may appear entitled.
2	On this the 15 <sup>th</sup> day of Janua	ary, 2013.
3		Respectfully submitted,
4		l
5		James M. Miller
6		The max M Millow
7		Tyson Kamuf
8 9		SULLIVAN, MOUNTJOY,
9 10		STAINBACK & MILLER, P.S.C.
10		100 St. Ann Street
12		P. O. Box 727
13		Owensboro, Kentucky 42302-0727
14		(270) 926-4000
15		jmiller@smsmlaw.com
16		tkamuf@smsmlaw.com
17		
18		
19		Edward T. Depp
20		Dinsmore & Shohl LLP
21		101 South Fifth Street
22		Suite 2500
23		Louisville, KY 40202
24		(502) 540-2347
25		$\underline{tip.depp@dinsmore.com}$
26		
27		Counsel for Big Rivers Electric
28		Corporation
29 30		Corporation
30 31		
32		
<u> </u>		

1	Verification
2	
3	I, Billie J. Richert, Vice President Accounting & Interim Chief Financial
4	Officer for Big Rivers Electric Corporation, hereby state that I have the foregoing
5	Application and that the statements contained therein are true and correct to the
6	best of my knowledge and belief, on this the 15 <sup>th</sup> day of January, 2013.
7	Dillie Archest
8 9	Billie J. Richert
9 10	Dime 9. function
11	
11	COMMONWEALTH OF KENTUCKY )
13	COUNTY OF HENDERSON )
14	
15	The foregoing verification statement was SUBSCRIBED AND SWORN to
16	before by Billie J. Richert as the Vice President Accounting & Interim Chief
17	Financial Officer for Big Rivers Electric Corporation, on this the 15 <sup>th</sup> day of
18	January, 2013.
19	
20	Thary D. Doules
21	Notary Public, State at Large,
22	Kentucky
23	My commission expires: Ungerst 8, 2016





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### COMMONWEALTH OF KENTUCKY

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

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APPLICATION STATUTORY NOTICE TABLE OF CONTENTS

**APPLICATION TABS 1 through 32** 

FILED: January 15, 2013

ORIGINAL

### Forecasted Test Period Filing Requirements

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

### Forecasted Test Period Filing Requirements

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

### Forecasted Test Period Filing Requirements

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

### Forecasted Test Period Filing Requirements

				Sponsoring
Volume	Tab		Description	Witness(es)
No.	No.	Filing Requirement	Monthly managerial reports- with financial results in comparison to forecast for latest twelve	Ms. Billie J. Richert
II.	37			T D'shout
			(12) months Monthly budget variance reports - for the twelve (12) months immediately prior to base period,	Ms. Billie J. Richert
III.	38	807 KAR 5:001 Sec. 10.(9)(o)	the base period and subsequent months	
				Ms. Billie J. Richert
IV.	39	807 KAR 5:001 Sec. 10.(9)(p)	Securities and Exchange Commission reports	Ms. Billie J. Richert
1			Independent auditor's annual opinion report	Mis. Dime J. Michert
IV.	40	807 KAR 5:001 Sec. 10.(9)(q)		Ms. Billie J. Richert
IV.	41	807 KAR 5:001 Sec. 10.(9)(r)	Quarterly reports to stockholders for the most recent five (5) quarters	
1.			Depreciation study	Mr. Ted J. Kelly
IV.	42	807 KAR 5:001 Sec. 10.(9)(s)	Depreciation study	Ms. Billie J. Richert
IV.	43	807 KAR 5:001 Sec. 10.(9)(t)	List of computer software, programs, and models used in preparation of the filing application	
1V.	40			Ms. Billie J. Richert
IV.	44	807 KAR 5:001 Sec. 10.(9)(u)	Amounts charged or allocated by affiliate or paid to affiliate during base period and previous	
1 .		00112=	three (3) years	Mr. John Wolfram
IV.	45	807 KAR 5:001 Sec. 10.(9)(v)	Cost of service study	Ms. Billie J. Richert
			Local exchange carriers, jurisdictional separations study and service specific cost studies	
IV.	46	807 KAR 5:001 Sec. 10.(9)(w)	Local exchange called by the base and forecasted period	Mr. Travis A. Siewert
IV.	47	807 KAR 5:001 Sec. 10.(10)(a)	Jurisdictional financial summary - for both the base and forecasted period	Mr. Travis A. Siewert
1 .			Jurisdictional rate base summary - for both the base and forecasted period	Mr. Travis A. Slewert
IV.	48	807 KAR 5:001 Sec. 10.(10)(b)	our isuccional factor and forcessted period	Ms. Billie J. Richert
IV.	49	807 KAR 5:001 Sec. 10.(10)(c)	Jurisdictional operating income summary - for both the base and forecasted period	
17.	43		Jurisdictional adjustments to operating income	Ms. Billie J. Richert
IV.	50	807 KAR 5:001 Sec. 10.(10)(d)	ourisational aujustitions to operating	Ms. Billie J. Richert
137	51	807 KAR 5:001 Sec. 10.(10)(e)	Jurisdictional federal and state income tax summary - for both the base and forecasted period	
IV.	1 51			

## Forecasted Test Period

### **Filing Requirements**

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

### **Forecasted Test Period**

### **Filing Requirements**

		The second se		Sponsoring
Volume	Tab		Description	Witness(es)
No.	No.	Filing Requirement		Mr. David G. Crockett
V.	67	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. David G. Crockett	
<u>v.</u>	68	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Ms. DeAnna M. Speed	Ms. DeAnna M. Speed
<u>v.</u>	69	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Ms. Lindsay N. Barron	Ms. Lindsay N. Barron
			Direct Testimony of Mr. James V. Haner	Mr. James V. Haner
<b>V</b> .	70	807 KAR 5:001 Sec. 10.(9)(a)	Direct restinony of Mr. Sames V. Haner	
V.	71	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Ted J. Kelly	Mr. Ted J. Kelly
V.	72	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. Travis A. Siewert	Mr. Travis A. Siewert
V.	73	807 KAR 5:001 Sec. 10.(9)(a)	Direct Testimony of Mr. John Wolfram	Mr. John Wolfram
v.	10	007 1111 0.001 Dec. 10.(0)(u)		



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## Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

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2 3 4 5	Tab No. 1 Filing Requirement 807 KAR 5:001 Sec. 8(1) Sponsoring Witness: Mark A. Bailey
6	
7	
8	<u>Description of Filing Requirement</u> :
9	All applications must be by petition in writing. The petition must set forth
10	the full name and post office address of the applicant, and must contain
11	fully the facts on which the application is based, with a request for the
12	order, authorization, permission or certificate desired and a reference to the
13	particular provision of law requiring or providing for same.
14	Response:

15 Please see Big Rivers' Application and the attachments thereto.

Case No. 2012-00535 Tab No. 1 807 KAR 5:001 8(1) Page 1 of 1

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

 1

 2
 Tab No. 2

 3
 Filing Requirement

 4
 807 KAR 5:001 Sec. 10(1)(b)(1)

 5
 Sponsoring Witness: Mark A. Bailey

 6
 7

 7
 8

 9
 Statement of the reason the adjustment is required.

#### 10 <u>Response</u>:

11	Please see the Direct Testimony of Ms. Billie J. Richert. In short, Big
12	Rivers is requesting this adjustment in its general rates so that it can
13	demonstrate to the rating agencies regulatory support of Big Rivers'
14	financial health, have access to the capital markets, continue to
15	appropriately maintain its utility plant, and meet the requirements of its
16	loan agreements.

Case No. 2012-00535 Tab No. 2 807 KAR 5:001 10(1)(b)(1) Page 1 of 1

## Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

2 3 4 5 6	Tab No. 3 Filing Requirement 807 KAR 5:001 Sec. 10(1)(b)(2) Sponsoring Witness: Billie J. Richert
7 8	Description of Filing Requirement:
9	Statement that the utility's annual reports, including the annual report for
10	the most recent calendar year, are on file with the commission in
11	accordance with 807 KAR 5:006, Section 3(1).
12	Response:
13	Big Rivers' annual reports for the calendar years prior to 2012 are on file
14	with the Commission in accordance with 807 KAR 5:006, Section 3(1). As
15	of the date of this Application, Big Rivers is preparing its 2012 annual
16	report. Big Rivers anticipates filing its 2012 annual report with the
17	Commission no later than March 31, 2013.

Case No. 2012-00535 Tab No. 3 807 KAR 5:001 10(1)(b)(2) Page 1 of 1

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

1	
2	Tab No. 4
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(1)(b)(3)
5	Sponsoring Witness: Billie J. Richert
6 7	
8	Description of Filing Requirement:
9	If the utility is incorporated, a certified copy of the utility's articles of
10	incorporation and all amendments thereto or out-of-state documents of
11	similar import. If the utility's articles of incorporation and amendments
12	have already been filed with the commission in a prior proceeding, the
13	application may state this fact making reference to the style and case
14	number of the prior proceeding.
15	Response:
16	The articles of incorporation of Big Rivers, and all amendments thereto,
17	are attached as Exhibit 14 to the Application of Big Rivers in In the
18	Matter of: Application of Big Rivers Electric Corporation to Issue
19	Evidences of Indebtedness, PSC Case No. 2012-00492, and are

20 incorporated herein by reference.

Case No. 2012-00535 Tab No. 4 807 KAR 5:001 10(1)(b)(3) Page 1 of 1

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

1	
2	Tab No. 5
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(1)(b)(4)
5	Sponsoring Witness: Billie J. Richert
6	
7	
8	Description of Filing Requirement:
9	If the utility is a limited partnership, a certified copy of the limited
10	partnership agreement and all amendments thereto or out-of-state
11	documents of similar import. If the utility's limited partnership agreement
12	and amendments have already been filed with the commission in a prior
13	proceeding, the application may state this fact making reference to the style
14	and case number of the prior proceeding.
15	<u>Response</u> :

16 Big Rivers is not a limited partnership.

Case No. 2012-00535 Tab No. 5 807 KAR 5:001 10(1)(b)(4) Page 1 of 1 -

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## **Big Rivers Electric Corporation** Case No. 2012-00535 **Forecasted Test Period Filing Requirements**

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

2 3 4 5 6	Tab No. 6 Filing Requirement 807 KAR 5:001 Sec. 10(1)(b)(5) Sponsoring Witness: Billie J. Richert
7 8	Description of Filing Requirement:
9	If the utility is incorporated or is a limited partnership, a certificate of
10	good standing or certificate of authorization dated within sixty (60) days of
11	the date the application is filed.
12	<u>Response</u> :
13	Attached hereto is a Certificate of Existence for Big Rivers, dated
14	November 29, 2012, issued by the office of the Secretary of State for the
15	Commonwealth of Kentucky.

Case No. 2012-00535 Tab No. 6 807 KAR 5:001 10(1)(b)(5) Page 1 of 1

### Commonwealth of Kentucky Alison Lundergan Grimes, Secretary of State

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

### **Certificate of Existence**

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

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

### **BIG RIVERS ELECTRIC CORPORATION**

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

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

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



ndergan Crimes

Alison Lundergan Grimes Secretary of State Commonwealth of Kentucky 133056/0004242
# Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

Tab No. 7 2 **Filing Requirement** 3 807 KAR 5:001 Sec. 10(1)(b)(6) 4 Sponsoring Witness: Billie J. Richert 5 6 7 **Description of Filing Requirement:** 8 Certified copy of a certificate of assumed name as required by KRS 365.015 9 or a statement that such a certificate is not necessary. 10 11 **<u>Response</u>**: Big Rivers is not operating under any assumed names. 12

> Case No. 2012-00535 Tab No. 7 807 KAR 5:001 10(b)(6) Page 1 of 1

# Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

2 3 4 5	Tab No. 8 Filing Requirement 807 KAR 5:001 Sec. 10(1)(b)(7) Sponsoring Witness: Albert M. Yockey
6	
7 8	Description of Filing Requirement:
9	Proposed tariff in a form which complies with 807 KAR 5:011 with an
10	effective date not less than thirty (30) days from the date the application is
11	filed.
12	Response:
13	Big Rivers' proposed tariff is attached hereto, and complies
14	with 807 KAR 5:011. The effective date of Big Rivers'
15	proposed tariff is February 18, 2013.
16	

Case No. 2012-00535 Tab No. 8 807 KAR 5:001 10(1)(b)(7) Page 1 of 1

#### P.S.C. KY.NO. 25 CANCELLING P.S.C.KY.NO. 24

# **Big Rivers Electric Corporation**

201 Third Street Henderson, Kentucky 42420

# **Rates, Terms and Conditions for Furnishing**

#### **Electric Service**

In

Ballard, Breckinridge, Caldwell, Carlisle, Crittenden, Daviess, Graves,

Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon,

McCracken, McLean, Marshall, Meade, Muhlenberg, Ohio, Union, and

**Webster Counties** 

As Filed with The

# PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued: January 15, 2013

Effective: February 18, 2013

[T]

By:

Big Rivers Electric Corporation (Name of Utility)

Issued by Wark G. Baile

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

# **Big Rivers Electric Corporation** Table of Contents

# **Standard Electric Rate Schedules – Terms and Conditions**

	Title	Sheet <u>Number</u>	Effective <u>Date</u>	
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DSM-06		11	02-18-2013	
DSM-07				
	Refrigeration Tune-Up Program	13	02-18-2013	
DSM-08	<u> </u>			
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LICX	Large Industrial Customer Expansion	45	02-18-2013	
SET	Supplemental Energy Transaction	50	02-18-2013	¥

DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013

Mark a. T Jailey

# **Big Rivers Electric Corporation** Table of Contents

# **Standard Electric Rate Schedules – Terms and Conditions**

	Title	Sheet <u>Number</u>	Effective <u>Date</u>	
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DATE OF ISSUE DATE EFFECTIVE January 15, 2013 February 18, 2013

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

	For All Territory Ser Cooperative's Trans		
DiaDirma	P.S.C. KY. No.	25	
BIG KIVENS ELECTRIC CORPORATION	Original	SHEET NO.	1
Your Touchstone Energy Cooperative Kt.	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	1
RATES, TERMS AN	ND CONDITIONS - SECTION	ON 1	

## STANDARD RATE - RDS – Rural Delivery Service

#### **Applicable:**

In all territory served by Big Rivers' transmission system.

## Availability:

Available only for service to Big Rivers' Member Cooperatives, at their rural delivery points, which are all delivery points other than dedicated large industrial and smelter delivery points, subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Commission.	[T] [T]
Term:	
This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.	<b>[T]</b>
Rates:	
For all delivery points for Rural Delivery Service a Monthly Delivery Point Rate consisting of:	
<u>A Demand Charge of:</u> All kW of billing demand at \$16.9500 per kW.	[1]
Plus,	
An Energy Charge of: All kWh per month at \$0.030000 per kWh.	[1]
No separate transmission or ancillary services charges shall apply to these rates.	

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

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	For All Territory Ser Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	2
Your Touchstone Energy Cooperative X	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2
RATES, TERMS A	ND CONDITIONS - SECTI	ON 1	

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

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

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

#### **Demand Charge**

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

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	~
	mark & Bo	iley
ISSUED BY	Mark A. Bailey,	$\int$

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

Big Rivers	Coc P.S
Your Touchstonse Energy Comperative Kt-	CA
(Name of Utility)	

For All Territory Ser Cooperative's Transm		
P.S.C. KY. No.	25	
Original	SHEET NO.	3
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	2.01
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## **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-01**

#### **High Efficiency Lighting Replacement Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Mark a	- Tailey

ICCLIED DV.	Mark A. Bailey,	Λ
ISSUED BY:	President and Chief Executive Officer	V
Big Rivers Electric Co	orporation, 201 Third Street, Henderson, KY	42420

Big Rivers	
Your Touchstone Energy Cooperative K	
(Name of Utility)	

For All Territory Served By Cooperative's Transmission System				
P.S.C. KY. No.	25			
Original	SHEET NO.	4		
CANCELLING P.S.C	C. KY. No.	24		
Original	SHEET NO.	2.02		

# RATES, TERMS AND CONDITIONS - SECTION 1

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

#### **DSM-02**

#### **ENERGY STAR® Clothes Washer Replacement Incentive Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

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

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

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

KINKINPIC
DISTUNCIO
C ELECTRIC CORPORATION
Your Touchstone Energy Cooperative K

S.C. KY. No.	25	
Original	SHEET NO.	5
CANCELLING P.S	.C. KY. No.	24
Original	SHEET NO.	2.03

#### RATES, TERMS AND CONDITIONS - SECTION 1

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

#### DSM-03

#### **ENERGY STAR® Refrigerator Replacement Incentive Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark E. Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

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



For All Territory Served By Cooperative's Transmission System				
P.S.C. KY. No. 25				
Original	SHEET NO.	6		
CANCELLING P.S.C	C. KY. No	24		
Original	SHEET NO	2.04		

#### **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-03** (continued)

#### **ENERGY STAR® Refrigerator Replacement Incentive Program**

#### **Evaluation, Measurement and Verification**

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

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

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Your Touchstone Energy Cooperative K

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P.S.C. KY. No.	25	
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CANCELLING P.S.C.	KY. No	24
Original	SHEET NO.	2.05

# RATES, TERMS AND CONDITIONS - SECTION 1

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

## DSM-04

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

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

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

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

DATE OF ISSUE January 15, 2013 DATE EFFECTIVE February 18, 201

February 18, 2013

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

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

#### **DSM-04** (continued)

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

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

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

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ISSUED BY:	Mark A. Bailey, President and Chief Execution	e de la companya de la compa	
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#### **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-05**

#### **Residential Weatherization Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

DATE OF ISSUE	January 15, 2013
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ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

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



 

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#### **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### DSM-05 (*continued*) Residential Weatherization Program

#### **Terms & Conditions**

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

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

#### **Evaluation, Measurement and Verification**

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

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

#### **DSM-06**

#### **Touchstone Energy® New Home Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

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

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

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

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

#### DSM-06 (*continued*) Touchstone Energy® New Home Program

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

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

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#### RATES, TERMS AND CONDITIONS - SECTION 1

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

#### **DSM-07**

#### **Residential and Commercial HVAC & Refrigeration Tune-Up Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

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

#### DSM-07 (*continued*) Residential and Commercial HVAC & Refrigeration Tune-Up Program

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

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

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ISSUED BY:	Mark A. Bailey, President and Chief Executive	Officer		
Big Rivers Electric C	orporation, 201 Third Street, Hend	erson, KY 42420		



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#### RATES, TERMS AND CONDITIONS - SECTION 1

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

#### **DSM-08**

#### **Commercial / Industrial High Efficiency Lighting Replacement Incentive Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

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

#### **DSM-08** (continued)

#### **Commercial / Industrial High Efficiency Lighting Replacement Incentive Program**

#### **Terms & Conditions**

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

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

#### **Evaluation, Measurement and Verification**

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

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

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

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

#### **DSM-09**

#### **Commercial / Industrial General Energy Efficiency Program**

#### Purpose

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

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#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

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#### **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-09** (continued)

#### **Commercial / Industrial General Energy Efficiency Program**

#### **Terms & Conditions**

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

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

#### **Evaluation**, Measurement and Verification

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

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ISSUED BY:	President and Chief Executive Officer	V
Big Rivers Electric Co	rporation, 201 Third Street, Henderson, KY	42420



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#### **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-10**

#### **Residential Weatherization Program-Primary Heating Source Non-Electric**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

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Your Touchstone Energy Cooperative K

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 For All Territory Served By

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#### **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-10** (continued)

#### **Residential Weatherization Program-Primary Heating Source Non-Electric**

#### **Terms & Conditions**

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

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

#### **Evaluation, Measurement and Verification**

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

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



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RATES, TERMS AND CONDITIONS - SECTION 1

# STANDARD RATE – RDS – Rural Delivery Service Billing Form

Dining i o	BIG RIVERS ELECTRIC (	ORP	P. O.	VOICE BOX 24 DING mm/dd/yy	HENDER	SON, KY 4	2419-0024	
TO: SERVICE FRO	Member's Name M: mm/dd/yyyy	A THRU	CCOUNT mm/dd/	уууу	BILI	.ED PEAK	mm/dd	Time
SUBSTATION Name Name	BILLED KW 0,000 0,000	KWH 0,000,000 0,000,000	L.F. COIN_ 00.00 00.00	PREVIOUS READING 000000.000 000000.000			DIFF. 00000.000 00000.000	KW / KWH MULT. 1000 1000
TOTAL	0,000	0,000,000						
	ACTUAL DEMAND	<u></u>		<b>kW TIMES</b>	\$0.00	EQ	UALS	\$00.00
	ADJUSTMENT			<b>kW TIMES</b>	<u>\$0.00</u>	EQ	UALS	\$00.00
	ENERGY	<u></u>		kWh TIMES	\$0.00	EQ	UALS	\$00.00
	FUEL ADJUSTMENT CLAUSE		_	kWh TIMES	<u>\$0.00</u>	EQ	UALS	\$00.00
	NSNFP			kWh TIMES	\$0.00	EQ SUBTOTA	UALS	\$00.00
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	UNWIND SURCREDIT	•		kWh TIMES	<u>\$0.00</u>	EQ	UALS	\$00.00
	MEMBER RATE STABILITY MECHANISM			AMOUNT				\$00.00
	REBATE ADJUSTMENT			AMOUNT				\$00.00
	RURAL ECONOMIC RESERVE			AMOUNT				\$00.00
	CSR		_	AMOUNT				\$00.00
	RRES			kWh TIMES	\$0.00	EQ	UALS	\$00.00
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DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24<sup>TH</sup> OF THE MONTH

DATE OF ISSUE DATE EFFECTIVE January 15, 2013

February 18, 2013

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

	For All Territory Served By Cooperative's Transmission System			
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RATES, TERMS AND C	CONDITIONS - SECTION	ON 1		

#### STANDARD RATE – LIC – Large Industrial Customer

#### **Applicable:**

In all territory served by Big Rivers' transmission system.

#### Availability:

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

#### Term:

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

#### **Rates:**

Rates Separate for Each Large Industrial Customer:

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

**[T]** 

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

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

Big Rivers Electric corporation
Your Touchstone Energy Cooperative Kt

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#### RATES, TERMS AND CONDITIONS - SECTION 1

#### STANDARD RATE - LIC - Large Industrial Customer - (continued)

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

<u>A Demand Charge of:</u> All kW of billing demand at \$12.4100 per kW.

Plus,

<u>An Energy Charge of:</u> All kWh per month at \$0.030000 per kWh.

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

#### **Charges:**

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

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

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

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#### STANDARD RATE - LIC - Large Industrial Customer - (continued)

#### **Billing:**

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

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

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Your Touchstone Energy Cooperative Xt.

(Name of Utility)

For All Territory Served By Cooperative's Transmission System				
P.S.C. KY. No.	25			
Original	SHEET NO.	25		
CANCELLING P.S.	C. KY. No.	24		
First Revised	SHEET NO.	8		

# RATES, TERMS AND CONDITIONS – SECTION 1

#### STANDARD RATE – LIC – Large Industrial Customer Billing Form

Billing For		CTRIC CORP.	INVOICE P. O. BO MONTH ENDING	OX 24	HENDE	RSON, KY 42419-0024		
TO:	Member's Name		ACCOUNT					
SUBSTATION	Substation Name			SERV	/ICE FROM	mm/dd/yy THRI	J	mm/dd/yy
USAGE	DEMAND	TIME	DAY		METER	MULT	KW [	DEMAND
		00:00 A (or P	) Mm/dd	I		1000	0	0,000
	POWER FACTOR	BASE	PEAK	,	AVERAGE	BILLED		
		00.00%	00.00%	6	00.00%	PEAK		
ENERGY		PREVIOUS	PRESEN	IT DI	FFERENCE	MULT	ł	WH USED
		0000.000	00000.00	00	000.000	1000		00,000,000
ACTUAL DEMAN	۱D	0,000	KW TIMES	\$00.0000000	)	EQUALS	\$	00,000.00
ADJÜSTMENT		0,000	<b>KW TIMES</b>	\$00.0000000	1	EQUALS	\$	00,000.00
					SUB-TC	DTAL	\$	00,000.00
ENERGY		0,000,000	kWh TIMES	\$0.0000000	)	EQUALS	\$	00,000.00
FUEL ADJUSTM	ENT CLAUSE	0,000,000	kWh TIMES	\$0.0000000	1	EQUALS	\$	00,000.00
NSNFP		0,000,000	kWh TIMES	\$0 0000000		EQUALS	\$	00,000.00
					SUB-TC	TAL	\$	00,000.00
ENVIRONMENT/ SURCHARGE	ΑL.	\$0,000.00	TIMES	00%		EQUALS	\$	00,000.00
POWER FACTO	R PENALTY	0,000	<b>kW TIMES</b>	\$00 0000000	1	EQUALS	\$	00,000.00
UNWIND SURCE	REDIT	0,000,000	kWh TIMES	\$0.0000000	)	EQUALS	\$	00,000.00-
MEMBER RATE	STABILITY MECHANISM	0,000,000	AMOUNT					0,000.00-
CSR		0,000,000	AMOUNT				\$	00,000.00
RRES		0,000,000	kWh TIMES	\$0.000000		EQUALS	\$	00,000.00
REBATE ADJUS	TMENT	0,000,000	AMOUNT				\$	00,000.00
ADJUSTMENT		0,000,000	kWh TIMES	\$0.0000000	1	EQUALS	\$	00,000.00
					SUB-TC	DTAL	\$	00,000.00
						TOTAL AMOUNT DUE		00,000.00
LOA ACTUAL 00.00%	D FACTOR BILLED 00.00%	BASE 00.00%	POWER FACT AVERAG 00.00%	θE	@ PEAK 00 00%	MILLS PE		

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark G. TSail

TOOLED DV.	Mark A. Bailey,		
ISSUED BY:	President and Chief Executive Officer	1	
Big Rivers Electric Co	orporation, 201 Third Street, Henderson, K	Y	42420

Big Rivers				
Your Touchstone Energy Competative				
(Name of Utility)				

	•	
P.S.C. KY. No.	25	
Original	SHEET NO.	26
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	9
	Cooperative's Trans P.S.C. KY. No Original CANCELLING P.S.	Original SHEET NO

# STANDARD RATE -- CATV -- Cable Television Attachment

#### **Applicable:**

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

#### Availability:

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

#### **Rental Charge:**

The yearly rental charges shall be as follows:

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

#### **Billing:**

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

#### **Specifications:**

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

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013 Mask A. T. S.	iley
ISSUED BY: Big Rivers Electric C	Mark A. Bailey, President and Chief Executive Of orporation, 201 Third Street, Henders	



 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
 25

 Original
 SHEET NO.
 27

Your Touchstone Energy Cooperative

(Name of Utility)

CANCELLING	P.S.C.	KY.	No.

Original

\_\_\_\_\_ SHEET NO. \_\_\_\_\_10

24

## RATES, TERMS AND CONDITIONS - SECTION 1

# STANDARD RATE - CATV -- Cable Television Attachment Billing Form BIG RIVERS ELECTRIC CORP. P. O. BOX 24 MONTH ENDING mm/dd/yy CABLE TELEVISION

DESCRIPTION	Date:					
RE; CABLE TELEVISION ATTACHEMENT AGREEMENT Yearly rental charge as set forth in Licensor's tariffs as filed and approved with the 2	Public Service Con	nmission	License grated S	eptember 6, 19	84, Pern	nit No 001
Applicable Tariff:	Quantity		Rate		1	otal
Two-party pole attachment without ground	0,000	x	\$3.14		\$	00,000.00
Three-party pole attachment without ground	0,000	x	\$2 23	8	\$	00,000.00
Two-party pole attachment with ground	0,000	x	\$3 37	8	\$	00,000.00
Three-party pole attachment with ground	0,000	x	\$2 37	-	\$	00,000.00
Two-party anchor attachment	0,000	x	\$5.56	=	\$	00,000.00
Three-party anchor attachment	0,000	x	\$3.71		\$	00,000.00
			Total Amo	ount Due:	\$	00,000.00

Terms: Net Fifteen (15) Days

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

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

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	For All Territory Served By Cooperative's Transmission System			
RicRivers	P.S.C. KY. No.	. 25		
ELECTRIC CORPORATION	Original	SHEET NO	28	
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	11	
RATES, TERMS AND	CONDITIONS - SECTION	ON 1		

#### STANDARD RATE - CATV - Cable Television Attachment - (continued)

#### **Special Rules**

#### (1) Establishing Pole Use:

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

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

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

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

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

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

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	For All Territory Served By Cooperative's Transmission System			
RicRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	29	
Your Touchstone Energy Competative Kt.	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	12	
RATES, TERMS ANI	O CONDITIONS - SECTI	ON 1		

#### STANDARD RATE -- CATV -- Cable Television Attachment -- (continued)

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

#### (2) Easement and Right-of-Way:

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

#### (3) Maintenance of Poles, Attachments and Operation:

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

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

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

DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013 North al

	For All Territory Served By Cooperative's Transmission System		
Big Rivers ELECTRIC CORPORATION YOUR THACASTONE ENERGY COOPERATION (Name of Utility)	P.S.C. KY. No.	25	
	Original	SHEET NO.	30
	CANCELLING P.S.C. KY. No.		24
	Original	SHEET NO.	13
RATES, TERMS AND	OCONDITIONS - SECTI	ON 1	

#### STANDARD RATE - CATV - Cable Television Attachment - (continued)

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

#### (4) Inspections:

Periodic Inspection:

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

Make-Ready Inspection:

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

#### (5) Insurance or Bond:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013			
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ISSUED BY:	Mark A. Bailey,			
	President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420			
	For All Territory Se Cooperative's Trans			
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RigRiverc	P.S.C. KY. No. 25			
LIC LIVELD ELECTRIC CORPORATION	Original	SHEET NO.	31	
Your Touchstone Energy Compensitive X	CANCELLING P.S.	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO	14	
RATES, TERMS A	ND CONDITIONS – SECTI	ON 1		

## STANDARD RATE - CATV - Cable Television Attachment - (continued)

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

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

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

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

### (6) Change of Use Provision:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark Ce. Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

	For All Territory Se Cooperative's Trans			
RicRivers	P.S.C. KY. No. 25			
ELECTRIC CORPORATION	Original	SHEET NO.	32	
Your Touchstone Energy Cooperative Kt	CANCELLING P.S	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	15	
RATES, TERMS AN	ND CONDITIONS - SECTI	ION 1		

## STANDARD RATE - CATV - Cable Television Attachment - (continued)

## (7) Abandonment:

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

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

### (8) **Rights of Others:**

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

#### (9) Payment of Taxes:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
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ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

	For All Territory Ser Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	······································
EDIE LLIVELD ELECTRIC CORPORATION	Original	SHEET NO.	33
Your Touchstone Energy' Cooperative XII:	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	16

## STANDARD RATE - CATV - Cable Television Attachment - (continued)

### (10) Bond or Deposit for Performance:

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

### (11) Use of Anchors:

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

## (12) Discontinuance of Service:

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

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

For All Territory Served By Cooperative's Transmission System		
P.S.C. KY. No. 25		
Original	SHEET NO.	34
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	17
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S.	Cooperative's Transmission System P.S.C. KY. No25 Original SHEET NO CANCELLING P.S.C. KY. No

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

#### Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to the Commission's regulation in 807 KAR 5:054. [T]

#### **Applicability of Service:**

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

#### **Terms and Conditions:**

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

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

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

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

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

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

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

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

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	For All Territory Ser Cooperative's Transi			
RicRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	35	
Your Touchstone Energy Cooperative XE	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	18	
RATES, TERMS AND	CONDITIONS - SECTION	ON 1		

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

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

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

**[T]** 

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

#### **Rates for Purchases from QFs:**

#### (1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual variable fuel expense. The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load.

### (2) Determination of CAP:

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

DATE OF ISSUE January 15, 2013 February 18, 2013 DATE EFFECTIVE nark a. 1 Jailon Mark A. Bailey, **ISSUED BY:** President and Chief Executive Officer

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RicRivers	P.S.C. KY. No. 25		····	
ELECTRIC CORPORATION	Original	SHEET NO.	36	
	CANCELLING P.S.	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	19	
RATES, TERMS A	ND CONDITIONS – SECTI	ON 1		

## <u>STÁNDARD RATE – QFP – Cogeneration/Small Power Production Purchase Tariff – Over 100 KW</u> – (continued)

### (3) Firm Energy Purchase Rates:

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

#### **Payment:**

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

#### **System Emergencies:**

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

#### Interconnection:

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

#### **Loss Compensation:**

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

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/ 18, 20
15, 201

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

For All Territory Served By Cooperative's Transmission System		
P.S.C. KY. No. 25		
Original	SHEET NO.	37
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	20
	Original CANCELLING P.S.	Original SHEET NO

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

#### Availability:

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

### **Applicability:**

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

QF Member - "QF Member" means a member of a Member Cooperative with a QF.

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

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RATES, TERMS AND (	CONDITIONS - SECTI	ON 1	

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

#### **Conditions of Service:**

To receive service hereunder, the Member Cooperative must:

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

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

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

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

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

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

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 For All Territory Served By

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(Name of Utility)

## RATES, TERMS AND CONDITIONS -- SECTION 1

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

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

Supplementary Service (capacity and energy).

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

Maintenance Service (capacity and energy), if any.

Excess Demand, if any.

Additional charges, if any.

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

Supplementary Service:

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

**[T]** 

Unscheduled Back-up Service:

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

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(Name of Utility)	Original	SHEET NO.	23

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

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

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

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

### **Maintenance Service:**

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

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

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## RATES, TERMS AND CONDITIONS – SECTION 1

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

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

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

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

\$3.955 per kW of Scheduled Maintenance Demand per week, plus	[I]
\$0.030000 per kWh of Maintenance Energy; or	[ <b>I</b> ]

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

The charges for Off-peak Maintenance Service shall be:

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

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

### **Excess Demand:**

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

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(Name of Utility)	Original	SHEET NO.	25

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

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

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

**[T]** 

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

#### **Additional Charges:**

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

#### **Interruptible Service:**

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

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RATES, TERMS AN	ND CONDITIONS - SECTI	ON 1	

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

#### Interconnections:

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

#### **System Emergencies:**

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

#### Loss Compensation:

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

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RATES, TERMS AND CONDITIONS - SECTION 1

#### STANDARD RATE - QFS - Cogeneration/Small Power Production Sales - Over 100 KW **Billing Form** INNIOICE

	<b>BIG RIVERS ELE</b>		INVOICE P. O. BOX 2 MONTH ENDING m		HENDE	RSON, KY 42419-	0024	
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## STANDARD RATE - LICX - Large Industrial Customer Expansion

## **Applicability:**

This schedule shall be applicable as follows:

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

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

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

### Availability:

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

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



(Name of Utility)

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## STANDARD RATE - LICX - Large Industrial Customer Expansion - (continued)

### **Conditions of Service:**

To receive service hereunder, the Member Cooperative must:

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

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

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

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

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

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

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(Name of Utility)	Original	SHEET NO.	31
RATES, TERMS ANI	O CONDITIONS – SECTI	ON 1	

## STANDARD RATE - LICX - Large Industrial Customer Expansion - (continued)

#### **Expansion Demand and Expansion Energy:**

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

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

### **Rates and Charges:**

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

## (1) Expansion Demand and Expansion Energy Rates:

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

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RATES, TERMS AN	ND CONDITIONS – SECTI	ON 1	

## STANDARD RATE - LICX - Large Industrial Customer Expansion - (continued)

#### (2) Expansion Demand Transmission Rate:

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

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

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

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

### (4) Big Rivers Adder:

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

#### **Meters:**

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

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



Your Touchstone Energy Cooperative

## (Name of Utility)

For All Territory Served By Cooperative's Transmission System				
P.S.C. KY. No.	25			
Original	SHEET NO.	49		
CANCELLING P.S.	C. KY. No.	24		
First Revised	SHEET NO.	33		

# RATES, TERMS AND CONDITIONS – SECTION 1

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

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TO: LARGE DELIVERY POINTS	INDUSTRIAL CUSTOM	ER EXPANSION				ACCOUNT SERVICE FROM AGE:	mm/dd/yy	THRU	mm/dd/yy
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Mark a. Bailer

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



(Name of Utility)

 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
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 CANCELLING P.S.C. KY. No.
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## RATES, TERMS AND CONDITIONS - SECTION 1

## **STANDARD RATE - SET – Supplemental Energy Transactions**

### **Applicability:**

In all territory served by Big Rivers' transmission system.

#### Availability:

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

#### **Rates and Terms:**

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

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

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

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

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

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

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

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ELECTRIC CORPORATION	Original	SHEET NO.	52
Your Touchstone Energy Cooperative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	34
RATES, TERMS AND	CONDITIONS - SECTION	ON 2	······································

## CSR - Voluntary Price Curtailable Service Rider:

### Availability:

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

## **Conditions of Service:**

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

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Your Touchatone Energy Competative K	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	35	
RATES, TERMS AND CONDITIONS – SECTION 2				

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## CSR - Voluntary Price Curtailable Service Rider - (continued)

#### **Conditions of Service (***continued***)**:

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

### **CS Curtailment Profiles:**

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

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

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

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ELECTRIC CORPORATION	Original	SHEET NO.	54
Your Touchstone Energy Chapterative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	36
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## CSR - Voluntary Price Curtailable Service Rider - (continued)

#### **CS** Curtailment Profiles (*continued*):

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

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### **Curtailed Demand and Energy:**

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

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

## **Terms of Curtailment:**

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

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

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## CSR - Voluntary Price Curtailable Service Rider - (continued)

#### Terms of Curtailment (continued):

- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.

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- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
  - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
  - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

#### **Curtailment Savings Payment:**

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

#### **Monthly Savings Payment:**

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

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(Name of Utility)	Original	SHEET NO	38
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## CSR - Voluntary Price Curtailable Service Rider - (continued)

### **Charges for Excess Energy:**

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

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

#### Term:

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

#### **Special Terms and Conditions:**

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

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(Name of Utility)	Original	SHEET NO.	40	
RATES, TERMS A	ND CONDITIONS – SECTI	 ON 2		

## **<u>RRES</u> - Renewable Resource Energy Service:**

## **Applicability:**

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

## Availability:

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

### **Conditions of Service:**

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

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Your Touchstone Energy Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	41
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## RRES - Renewable Resource Energy Service - (continued)

### **Conditions of Service (***continued***):**

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

#### **Monthly Rate:**

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

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#### **Billing:**

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

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Your Touchstone Energy Cooperative KT

(Name of Utility)

 For All Territory Served By

 Cooperative's Transmission System

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

 Original
 SHEET NO.
 44

## **RATES, TERMS AND CONDITIONS – SECTION 2**

#### **RA - Rebate Adjustment:**

#### **Applicability:**

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

#### Availability:

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

#### **Rebate Adjustment:**

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

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ELECTRIC CORPORATION	Original	SHEET NO.	60	
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RATES, TERMS A	ND CONDITIONS - SECTI	ON 2		

#### RA - Rebate Adjustment - (continued)

### **Rebate Adjustment (***continued***):**

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

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First Revised	SHEET NO.	46

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## **RATES, TERMS AND CONDITIONS – SECTION 2**

### **ES - Environmental Surcharge**:

#### **Applicability:**

To all Big Rivers' Members.

#### Availability:

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

#### **Rate:**

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

CESF = Net Jurisdictional E(m)/Jurisdictional R(m)

MESF = CESF - BESF

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

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

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

### **Definitions**:

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

Where:

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

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BIS RIVERS ELECTRIC CORPORATION	Original	SHEET NO	62	
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	First Revised	SHEET NO.	47	
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## ES - Environmental Surcharge - (continued)

### **Definitions** (continued):

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

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ISSUED BY:	Mark A. Bailey,	



(Name of Utility)

 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
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 CANCELLING P.S.C. KY. No.
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## RATES, TERMS AND CONDITIONS - SECTION 2

### FAC - Fuel Adjustment Clause:

#### **Applicability:**

To all Big Rivers' Members.

#### Availability:

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

#### Rate:

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

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

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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ELECTRIC CORPORATION	Original	SHEET NO.	64
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(Name of Utility)	Original	SHEET NO.	. 49
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## FAC - Fuel Adjustment Clause - (continued)

#### **Definitions** (*continued*):

(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, <u>plus</u>

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

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

- (2) Forced outages are all non-scheduled losses of generation or transmission which require substitute [T] power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.
- (3) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy [T] sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of:

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## RATES, TERMS AND CONDITIONS – SECTION 2

## FAC - Fuel Adjustment Clause - (continued)

## **Definitions** (*continued*):

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

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

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

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1 March Barton Carlos and	For All Territory Served By Cooperative's Transmission System		
Rivers	P.S.C. KY. No. 25		
ELECTRIC CORPORATION	Original	SHEET NO	66
Your Touchstone Energy Cooperative Kt	CANCELLING P.S.C. KY. No.		24
(Name of Ounity)	Original	SHEET NO	51
RATES, TERMS AN	ND CONDITIONS - SECTI	ON 2	
– Member Rate Stability Mechanism			

## **Applicability:**

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

### Availability:

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

## **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

### **Member Rate Stability Mechanism:**

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the effect of billing the FAC and ES to non-Smelter sales, after taking into account the credits received from the **[T]** Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and ES on each non-Smelter Member's bill, net of the credits received **[T]** under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar

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January 15, 2013 February 18, 2013

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RicRivers		For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 25		
	ELECTRIC CORPORATION	Original	SHEET NO67	
	Your Touchstone Energy Cooperative KT	CANCELLING P.S.C	. KY. No24	
	(Name of Utility)	Original	SHEET NO52	
·····	RATES, TERMS AND CO	ONDITIONS - SECTIO	N 2	
<u>MRSM – M</u>	lember Rate Stability Mechanism – ( <i>cont</i>	inued)		
Member Ra	te Stability Mechanism ( <i>continued</i> ):			[T]
	of billings under the FAC and ES <u>less th</u>			
	t, <i>less</i> a monthly pro-rata portion of ar ent, <i>less</i> the Expense Mitigation Adjustmer			[ <b>T</b> ]
The amo	ount of the MRSM credit provided to each N	Member during a mont	th will each equal	[T]
<ul> <li>(iii) the total dollar amount of the Unwind Surcredits credited to the Member during the month, <u>less</u></li> <li>(iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, <u>less</u></li> </ul>				
(*)	the amounts subtracted in items (iii), (iv) in which case the monthly MRSM adjust	and (v) cannot excee		
Expense Mi	tigation Factor ("EMF") and Expense M	litigation Adjustmen	t ("EMA"):	[T]
The EMI	F shall be the following:			
I.	\$0.000 per kWh for the first twelve (12)	months following July	y 17, 2009;	
II.	\$0.002 per kWh for months 13 through 2	24 following July 17, 2	2009;	
III.	\$0.004 per kWh for months 25 through 3	6 following July 17, 2	2009;	
IV.	\$0.006 per kWh for months 37 through 48 following July 17, 2009;			

- V. \$0.007 per kWh for months 49 through 60 following July 17, 2009; and
- VI. \$0.009 per kWh for months 61 through the termination of this MRSM tariff.

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DATE EFFECTIVE	February 18, 2013	
/	vank a. Bailey	
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	
Big Rivers Electric (	Corporation, 201 Third Street, Henderson, KY 42420	

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and the second	For All Territory Served By Cooperative's Transmission System		
RicRivers	P.S.C. KY. No.	25	
LIE LUVELD ELECTRIC CORPORATION	Original	SHEET NO.	68
Your Touchstone Energy Competative	CANCELLING P.S	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO	53
RATES, TERMS AN	ND CONDITIONS – SECTI	ON 2	

#### MRSM - Member Rate Stability Mechanism - (continued)

#### Expense Mitigation Factor ("EMF") and Expense Mitigation Adjustment ("EMA") (continued): [T]

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

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

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

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

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DiaDivrova	For All Territory Ser Cooperative's Trans P.S.C. KY. No.			
	Original	SHEET NO.	69	
	CANCELLING P.S.	С. К.Ү. №.	24	
(Name of Utility)	Original	SHEET NO.	55	
RATES, TERMS AND CONDITIONS – SECTION 2				

#### **US - Unwind Surcredit:**

#### **Applicability:**

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

#### Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard [T] Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. The [T] funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

#### **Determination of the Unwind Surcredit:**

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

US = Surcredit + Actual Adjustment + Balance Adjustment

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

	For All Territory Ser Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	70
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No	24
(Name of Utility)	Original	SHEET NO.	56

#### US-Unwind Surcredit - (continued)

#### **Determination of the Unwind Surcredit (***continued***):**

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

**[T]** 

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

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

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales ("NSS") shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.
- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

DATE OF ISSUE DATE EFFECTIVE

February 18, 2013

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

January 15, 2013

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RicRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	71
Your Touchstone Energy Cooperative X	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	57

#### **RER - Rural Economic Reserve Rider:**

#### **Applicability:**

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

#### Availability:

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

#### **RER Adjustment:**

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

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

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Big Rivers ELECTRIC CORPORATION YOUR TOUCHAGE COOPERATIVE (Name of Utility)	P.S.C. KY. No.	25	
	Original	SHEET NO.	72
	CANCELLING P.S.	.C. KY. No.	24
	Original	SHEET NO.	58
RATES, TERMS AN	ND CONDITIONS - SECTI	ON 2	

#### <u> RER - Rural Economic Reserve Rider – (continued)</u>

#### **RER Adjustment** (*continued*):

(i) the total amount of FAC charges associated with the RDS billing to the Member during the month, *plus* 

**[T]** 

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

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

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

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RicRiverc	P.S.C. KY. No.	25	
DIS LUVELD ELECTRIC CORPORATION	Original	SHEET NO	73
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	58
RATES, TERMS AN	D CONDITIONS – SECTI	ON 2	

#### **RER - Rural Economic Reserve Rider – (continued)**

#### **Expense Mitigation Adjustment (EMA):**

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

#### **Term of RER Rider:**

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

**[T]** 

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013			
	Mark G.T	Spilay		
ISSUED BY:	Mark A. Bailey, President and Chief Executive	e Officer		

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



(Name of Utility)

S.C. KY. No	25	
Original	SHEET NO.	74
NCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	59

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### RATES, TERMS AND CONDITIONS - SECTION

#### NSNFP - Non-Smelter Non-FAC PPA

#### **Applicability:**

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

#### Availability:

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

#### **Description:**

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

NSNFP Factor = 
$$RA_1 / kWh_1$$
 [T]

Where

RA<sub>1</sub> is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, [T] 2009 Order of the Commission in Case No. 2007-00455, as of June 30<sup>th</sup> of the current year and [T] determined as provided below in the "Calculation of Purchased Power Expense" section; and

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

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	Mark A. Bailey,

A state of the second	For All Territory Ser Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	75
Your Touchstone Energy Cooperative Kt	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	60

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

#### **Description** (*continued*):

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

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

#### **Special Conditions:**

#### (1) First Twelve Months

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

#### (2) Second Twelve Months

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

NSNFP Factor = 
$$RA_2 / kWh_2$$
 [T]

Where

RA<sub>2</sub> is the Non-FAC PPA Regulatory Account balance as of June 30, 2012, and [T]

kWh<sub>2</sub> is the estimated Non-Smelter Applicable Sales ("NSS") for the twelve (12) months [T] beginning September 1, 2012, through and including August 31, 2013. [T]

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January 15, 2013 February 18, 2013

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

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 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
 25

 Original
 SHEET NO.
 76

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

 Original
 SHEET NO.
 61

#### RATES, TERMS AND CONDITIONS - SECTION 2

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

(Name of Utility)

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

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

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

#### **Calculation of Purchased Power Expense:**

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

[T]

**[T]** 

**[T]** 

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

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

"Wholesale Smelter Agreements" are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

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

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Your Touchstone Energy Cooperative KT.

(Name of Utility)

For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 25 Original SHEET NO. 77 CANCELLING P.S.C. KY. No. 24 Original SHEET NO. 62

### RATES, TERMS AND CONDITIONS - SECTION 2

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

#### **Determination of the PP(x):**

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

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

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

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

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

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

Less:

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

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

	For All Territory Ser Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
LIS LUVED ELECTRIC CORPORATION	Original	SHEET NO.	78
Your Touchstone Energy Cooperative Keller	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	63
RATES, TERMS AN	D CONDITIONS SECTI	ON 2	

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

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

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

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P.S.C. KY. No.	25	
Original	SHEET NO.	79
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	64
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S.	Original SHEET NO CANCELLING P.S.C. KY. No

#### **Special Rules Terms and Conditions**

#### **Contract Demand:**

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

#### **Metering:**

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

#### **Electric Characteristics and Delivery Point(s):**

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

#### Substations:

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

#### Rate:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
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IGUIED DV.	Mark A. Bailey,	$\square$
ISSUED BY:	President and Chief Executive Officer	
Big Rivers Electric	Corporation, 201 Third Street, Henderson, KY	42420

	For All Territory Sen Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
FLECTRIC CORPORATION	Original	SHEET NO.	80
Your Touchstone Energy Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Ounty)	Original	SHEET NO.	65
RATES, TERMS ANI	O CONDITIONS - SECTION	ON 3	

#### Rate (continued):

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

#### **Discount Adjustment:**

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

#### **Meter Testing and Billing Adjustment:**

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

#### **Monitoring Uses:**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark E. Tailey
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive Officer Proporation, 201 Third Street, Henderson, KY 42420

[T]

Big Rivers ELECTRIC CORPORATION	
Your Touchstone Energy Cooperative K	

(Name of Utility)

P.S.C. KY. No	25	
Original	SHEET NO.	81
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	66

### **RATES, TERMS AND CONDITIONS – SECTION 3**

#### Special Rules Terms and Conditions - (continued)

#### Monitoring Uses: (continued)

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

#### Notice of Meter Reading or Test:

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

#### **Power Factor:**

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

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

> Maximum Measured KW x 90% Power Factor (%)

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

#### **Right of Access:**

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

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

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RigRivers	For All Territory Ser Cooperative's Trans P.S.C. KY. No.	
LIS LUVED ELECTRIC CORPORATION	Original	SHEET N
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.
(Name of Utility)	Original	SHEET N

#### RATES, TERMS AND CONDITIONS - SECTION 3

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#### Special Rules Terms and Conditions - (continued)

#### **Continuity of Service:**

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

#### **Payment of Bills:**

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

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(Name of Utility)	Original	SHEET NO.
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#### Special Rules Terms and Conditions - (continued)

#### **Transmission Emergency Control Program:**

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures ("EOPs") [T] established and communicated by the MISO. Big Rivers relies on the MISO to determine and communicate directives or instructions when a transmission emergency is occurring in the Bulk Power System affecting Big Rivers' transmission system operated at 100 kV or above. Big Rivers is obligated to follow the MISO EOPs. However, Big Rivers may also be required to implement the following Transmission Emergency Control Program in order to safely deliver power to its Members especially for the Big Rivers transmission system operated at below 100 kV.

a. Purpose:

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

- b. Procedures:
  - (1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big [T] Rivers' SCADA system available to its system supervisors in the energy control center. From [T] the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

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RATES, TERMS A	ND CONDITIONS - SECTI	ION 3	

#### Transmission Emergency Control Program: (continued)

(2) Localized Emergency:

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

#### (3) Widespread Emergency:

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

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

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

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark C. Railey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

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RicRivers	P.S.C. KY. No.	25	
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(Name of Utility)	Original	SHEET NO.	70
RATES, TERMS AN	D CONDITIONS - SECTION	ON 3	

#### Transmission Emergency Control Program: (continued)

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

DATE OF ISSUE	January 15, 2013
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RATES, TERMS ANI	O CONDITIONS - SECTION	ON 3	

#### **Generation Deficiency Emergency Control Program:**

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures ("EOPs") [T] established and communicated by the MISO. Big Rivers relies on the MISO to determine, declare and communicate when a capacity or energy emergency is forecasted, occurring or has ended in the MISO Balancing Authority Area. The MISO provides instructions to Big Rivers to manage capacity and energy emergencies. Big Rivers is obligated to follow the MISO EOPs. However, should Big Rivers' interconnection to the MISO be severed, by uncontrollable forces, Big Rivers may be required to implement the following Generation Deficiency Emergency Control Program in order to safely deliver power to its Members.

a. <u>Purpose</u>:

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

- b. Procedures:
  - (1) Awareness:

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

- (2) <u>Sequential Steps of Action</u>:
  - (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions, and forecasted load requirements.

**[T]** 

- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.

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

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Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	72	
RATES, TERMS ANI	O CONDITIONS - SECTI	ON 3		

#### Generation Deficiency Emergency Control Program: (continued)

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

DATE OF ISSUE	January 15, 2013	
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Mark A. Bailey, **ISSUED BY:** President and Chief Executive Office Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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RicRivers	P.S.C. KY. No.	25	
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Your Touchstone Energy Cooperative X	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO	73

#### **Fuel Emergency Control Program:**

a. Purpose:

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

b. <u>Procedures:</u>

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

- (1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:
  - (a) Advise all Member Cooperatives of the number of day's burn remaining.
  - (b) Optimize the use of non-coal-fired generation to the extent possible.
  - (c) For individual plants with coal inventories significantly under Big Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.
  - (d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

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ISSUED BY:	Mark A. Bailey,

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Big	ELECT	IVERS

Your Touchstone Energy Cooperative

(Name of Utility)

 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
 25

 Original
 SHEET NO.
 89

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

 Original
 SHEET NO.
 74

#### **RATES, TERMS AND CONDITIONS – SECTION 3**

#### Special Rules Terms and Conditions - (continued)

#### **Fuel Emergency Control Program: (continued)**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
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	Mark A Bailey

P.S.C. KY. No.	25	
Original	SHEET NO.	90
CANCELLING P.S.	C. KY. No.	24
Original	SHEET NO.	75
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S.	Original SHEET NO

#### **Fuel Emergency Control Program:** (continued)

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

**[T]** 

(c) Implement rolling native load curtailments.

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ISSUED BY:	Mark A. Bailey,

	For All Territory Ser Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	91
Your Touchstone Energy Cooperative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	76
RATES, TERMS AN	JD CONDITIONS - SECTI	ON 3	

#### Fuel Emergency Control Program: (continued)

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

**[T]** 

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

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
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	Mark A Bailey	

	For All Territory Ser Cooperative's Trans		
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	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	77

### **Definitions** -

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

1. "Big Rivers" shall mean Big Rivers Electric Corporation.

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

- 10. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy [T] Corp., and Meade County Rural Electric Cooperative Corporation.
- 11. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and **[T]** Meade County Rural Cooperative Corporation.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
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ISSUED BY:	Mark A. Bailey,

P.S.C. KY. No.	25	
Original	SHEET NO.	93
CANCELLING P.S.	.C. KY. No.	24
Original	SHEET NO.	78
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S.	Original SHEET NO CANCELLING P.S.C. KY. No.

#### **Definitions** – (continued)

- 12. "MISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any [T] successor entity.
- 13. "New Customer" shall mean any customer of a Member Cooperative commencing service on or [T] after September 1, 1999.
- 14. "OATT" shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets [T] Tariff, as revised from time to time.
- 15. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]
- 16. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of **[T]** Energy or any successor agency.
- 17. "Seller" shall mean Big Rivers Electric Corporation.
- 18. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or [T] Century Aluminum of Kentucky General Partnership.

**[T]** 

- 19. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, [T] 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.
- "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and [T] Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.
- "Third-Party Supplier" or "Third-Party Suppliers" shall mean any supplier of wholesale electric [T] service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]

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

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# Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
1	
2	Tab No. 9
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(1)(b)(8)
5	Sponsoring Witness: Albert M. Yockey
6	
7	
8	Description of Filing Requirement:
9	Proposed tariff changes, identified in compliance with 807 KAR 5:011,
10	shown either by:
11	(a) Providing the present and proposed tariffs in comparative form on the
12	same sheet side by side or on facing sheets side by side; or
13	(b) Providing a copy of the present tariff indicating proposed additions by
14	italicized inserts or underscoring and striking over proposed deletions.
15	Response:
16	Attached hereto are copies of Big Rivers' present and
17	proposed tariffs in comparative form on facing sheets side-
18	by-side.
19	

Case No. 2012-00535 Tab No. 9 807 KAR 5:001 10(1)(b)(8) Page 1 of 1

### **BIG RIVERS ELECTRIC CORPORATION**

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

### CASE NO. 2012-00535

### **Present Tariff versus Proposed Tariff**

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**Review of** 

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

P.S.C. KY.NO. 24 CANCELLING P.S.C.KY.NO. 23

**[T]** 

# **Big Rivers Electric Corporation**

201 Third Street Henderson, Kentucky 42420

Rates, Terms and Conditions for Furnishing

**Electric Service** 

In

Ballard, Breckinridge, Caldwell, Carlisle, Crittenden, Daviess, Graves,

Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon,

McCracken, McLean, Marshall, Meade, Muhlenberg, Ohio, Union, and

Webster Counties

As Filed with The

### PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued: December 20, 2011

Effective: September 1, 2011

By: Big Rivers Electric Corporation (Name of Utility)

Issued by		[T]	
Mark A. Bailey President and Chief Executive	KENTUCKY DUBLIC SERVICE COMM	N	
201 Third Street Henderson, Kentucky 424	TARIFF BRANCH	OR ▼	
	EFFECTIVE 9/1/2011 PURSUANT TO 807 KAR 5:011 SEC	CTION 9 (1)	

# **Big Rivers Electric Corporation**

201 Third Street Henderson, Kentucky 42420

### **Rates, Terms and Conditions for Furnishing**

### **Electric Service**

In

Ballard, Breckinridge, Caldwell, Carlisle, Crittenden, Daviess, Graves,

Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon,

McCracken, McLean, Marshall, Meade, Muhlenberg, Ohio, Union, and

Webster Counties

As Filed with The

### PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued: January 15, 2013

Effective: February 18, 2013

By:

Big Rivers Electric Corporation (Name of Utility)

**Issued by** Mark G. T Sarle

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

[T]

 P.S.C. KY.NO.
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 CANCELLING P.S.C.KY.NO.
 23

# **Big Rivers Electric Corporation** Table of Contents

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SET	Supplemental Energy Transactions	33.50	09-20-2012

		KENTUCKY * PUBLIC SERVICE COMMISSION
DATE OF ISSUE August 2	0, 2012 DATE EF	JEFF R. DEROUEN FFECTIVE 的短口的的名词是CTOR
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ISSUED BY	Mark A. Bailey, President Big Rivers Electric Corporation, 20	tand Chief Exec D Third Street, Bunt Kistley 0
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		9/20/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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P.S.C. KY.NO. 24 CANCELLING P.S.C.KY.NO. 23

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DATE OF ISSUE	August 20, 2012	DATE EFFECTIVE	JEFF R. DEROUEN EStep Contract ON ISON OF CONTRACTOR
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ISSUED BY	Big Rivers Electric	Bailey, President and Chief E Corporation, 201 Third Stre	xer Bunt Kintleyo
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P.S.C. KY.NO.	25
CANCELLING P.S.C.KY.NO.	24

# **Big Rivers Electric Corporation** Table of Contents

### **Standard Electric Rate Schedules – Terms and Conditions**

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	For All Territory Ser Cooperative's Trans P.S.C. KY. No.			
	Original	SHEET NO.	1	
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23	
(Name of Utility)	Original	SHÉET NO.	23	
RATES, TERMS AND C	ONDITIONS - SECTI	ON I		
<u> STANDARD RATE - RDS – Rural Delivery Servic</u>	2 <u>e</u>			<b>[T]</b>
Applicable: In all territory served by Big Rivers' transmis	sion system.			[Ť]
Availability: Available only for service to Big Rivers' r delivery points, which are all delivery points delivery points, subject to the special terms a Big Rivers' general rules and regulations of Kentucky.	other than dedicated and conditions herein	l large industrial and after set forth and to	d smelter o such of	
<b>Term:</b> This rate schedule shall take effect at 12:01 a.	m. on the effective da	te of this tariff.		[T] [T]
Rates: For all delivery points for Rural Delivery Serv	ice a Monthly Delive	ry Point Rate consist	ing of:	<b>(T</b> ]
<u>A Demand Charge of:</u> All kW of billing demand at \$9.5000 p	per kW.			[T] [R]
Plus,				
An Energy Charge of: All kWh per month at \$0.029736 per l	cWh.			(T) [R]

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	ECTIVE Sentember 2011
	nd Chief Executive Arthographics (VE Third Street, Henderson, KY 42420 036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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D'. D:	P.S.C. KY. No. 25		
BIS RIVERS ELECTRIC CORPORATION	Original	SHEET NO.	1
Your Touchstone Energy Cooperative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	1
RATES, TERMS A	ND CONDITIONS - SECTION	ON 1	

# STANDARD RATE - RDS - Rural Delivery Service

# **Applicable:**

In all territory served by Big Rivers' transmission system.

# Availability:

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

## Term:

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

## **Rates:**

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

A Demand Charge of:	
All kW of billing demand at \$16.9500 per kW.	[1]

**[I]** 

Plus,

An Energy Charge of: All kWh per month at \$0.030000 per kWh.

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

DATE OF ISSUE	January 15, 2013		
DATE EFFECTIVE	February 18, 2013		
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	Mork A Doilo	. T	

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

	For All Territory Ser Cooperative's Transi		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	2
ig Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	24
RATES, TER	MS AND CONDITIONS - SECTION	DŃ I	
<u> FANDARD RATE - RDS - Rural Deli</u>	iverv Service – (continued)		
	anin 2. Castani di sinda ini di 2 <u>000, sedana di sinda 2000. Sa</u> ta da Sata		
No separate transmission or ancilla			
	ary services charges shall apply to	o these rates.	
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The following adjustment clauses a	and riders shall apply to service u		
The following adjustment clauses a Voluntary Price Curtailabl	and riders shall apply to service u		
The following adjustment clauses a Voluntary Price Curtailabl Renewable Resource Energy	and riders shall apply to service u		
The following adjustment clauses a Voluntary Price Curtailabl Renewable Resource Ener Rebate Adjustment	and riders shall apply to service u		
The following adjustment clauses a Voluntary Price Curtailabl Renewable Resource Energy	and riders shall apply to service u		
The following adjustment clauses a Voluntary Price Curtailabl Renewable Resource Ener Rebate Adjustment Environmental Surcharge	and riders shall apply to service u le Service Rider gy Service		

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**[T]** 

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#### **Demand Charge**

**Rural Economic Reserve Rider** 

Non-Smelter Non-FAC PPA

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF	ECTIVE Santamber 1 2011 Bunt Kirtley
ISSUED BY Mark A. Bailey, President a Big Rivers Electric Corporation, 201 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	nd Chief Executive Entreet IVE Third Street, Henderson, KY, 42420 36 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Transi		
BigRivers	P.S.C. KY. No.		
ELECTRIC CORPORATION	Original	SHEET NO.	2
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	C. KY. No	24
(Name of Utility)	Original	SHEET NO.	2
RATES, TERMS AND	CONDITIONS - SECTION	ON 1	

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

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

# **Demand Charge**

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

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark & Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System			
	P.S.C. KY. No.	24		
	Original	SHEET NO.	2.01	
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.			
		SHEET NO.		
RATES, TERN	IS AND CONDITIONS - SECTIO	DN 1		

## DSM-01 High Efficiency Lighting Replacement Program

#### Purpose

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

#### Availability

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

## Eligibility

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

#### **Member Incentives**

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

## **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

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			KENTUCKY PUBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	August 29, 2012	DATE EFF	FECTIVE Aprilating 2012 Anch
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ISSUED BY	T Mark	A. Bailey, President and	nd Chief Execul MMM 7 HAALA
	B g Rivers Eld	ectric Corporation, 201 T	Third Street, Hendersprets $\eta_{1/2}$ 220 e No. 2012-00142 dated Ayener 22, 2012. 4/17/2012
Issued by A	uthority of an Orfer of the Public	: Service Commission in Case	e No. 2012-00142 dated August 22, 2012.
			PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

BigRivers	For All Territory Ser Cooperative's Trans P.S.C. KY. No.	
LIS ELECTRIC CORPORATION	Original	SHEET N
	CANCELLING P.S.	C. KY. No.
(Name of Utility)	Original	SHEET N

**RATES, TERMS AND CONDITIONS – SECTION 1** 

25

SHEET NO. 2.01

SHEET NO. 3

24

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

# **DSM-01**

# **High Efficiency Lighting Replacement Program**

## Purpose

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

## Availability

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

## Eligibility

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

## **Member Incentives**

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

# **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

DATE OF ISSUE	January 15, 2013		
DATE EFFECTIVE	February 18, 2013		
	Mark a . Tailey		
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer		
Big Rivers Electric Co	orporation, 201 Third Street, Henderson, KY 42420		

For All Territory Served By Cooperative's Transmission System				
P.S.C. KY. No.	24			
Original	SHEET NO.	2.02		
CANCELLING P.S.C. KY. No.				
	SHEET NO.			
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	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S.	Cooperative's Transmission System P.S.C. KY. No		

## **DSM-02**

#### **ENERGY STAR® Clothes Washer Replacement Incentive Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

	PUBLIC SERVICE COMMISSION
<b></b>	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE August 29, 2012	DATE EFFECTIVE April k7F 29 PANCH
ISSUED BY Mark A.	Bailey, President and Chief Exect Burnt Kintley
Big Rivers Electric Issued by Authority of an Order of the Public Serv	c Corporation, 201 Third Street, Henderson K. H. 42420 vice Commission in Case No. 2012-00142 dated August 22, 2012.
	<b>4/17/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Served By Cooperative's Transmission System		
Big Rivers	P.S.C. KY. No.	P.S.C. KY. No. 25	
FLECTRIC CORPORATION	Original	SHEET NO.	4
Your Touchstone Energy' Competitive Kt	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.02

# DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program

## Purpose

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

## Availability

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

## Eligibility

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

## **Member Incentives**

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

## **Terms & Conditions**

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

# **Evaluation, Measurement and Verification**

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	marka Ril
	, ton , pulley
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Co	propration, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System				
	P.S.C. KY. No.	24			
	Original	SHEET NO.	2.03		
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY, No.				
		SHEET NO.			
RATES, TERI	MS AND CONDITIONS - SECTIO	DN I			

#### **DSM-03**

#### **ENERGY STAR® Refrigerator Replacement Incentive Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

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

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	· KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE August 29, 2012	DATE ENFECTIVE Aprila世况 20 K2 NCH
Marka. Bailen	D , H. H
ISSUED BY	Mark A. Bailey, President and Chief Exect Sum fully
BieRi	vers Electric Corporation, 201 Third Street, Henderson Kn/42420
Issued by Authority of an Order of t	the Public Service Commission in Case No. 2012-00142 dated August 22, 2012.
	4/1//2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. KY. No.	25		
Original	SHEET NO.	5	
CANCELLING P.S.C. KY. No.		24	
Original	SHEET NO.	2.03	
	CANCELLING P.S Original	CANCELLING P.S.C. KY. No.	

# DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program

## Purpose

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

# Availability

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

## Eligibility

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

# **Member Incentives**

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

## **Terms & Conditions**

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Mark E. Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

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

Big Rivers Electric Corporation (Name of Utility) CANCELLING P.S.C. KY. No.

Original

SHEET NO.

2.04

SHEET NO.

# RATES, TERMS AND CONDITIONS - SECTION 1

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

# **DSM-03** (continued)

ENERGY STAR® Refrigerator Replacement Incentive Program

## **Evaluation, Measurement and Verification**

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				JEFF R. DEF	
DATE OF ISSUE	August 29, 2012	DATE EF	FECTIVE	Aprilak7F2@H2	ANCH
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ISSUED BY	Mark A. I	Bailey, President a	nd Chief Ex	ecilitum Au	uliy
	Big Rivers Electric	Corporation, 201	Third Street	, Henderson Et Al	yz420
Issued by Au	hority of an Order of the Public Serv	ice Commission in Ca	te No. 2012-00	142 dated August 22, 4/17/20	2012. D12
			PURS	UANT TO 807 KAR 5	:011 SECTION 9 (1)

	For All Territory Served By Cooperative's Transmission System			
BigRivers	P.S.C. KY. No. 25			
ELECTRIC CORPORATION	Original	SHEET NO.	6	
Your Touchstone Energy' Cooperative K	CANCELLING P.S.C. KY. No.		24	
(Name of Utility)	Original	SHEET NO.	2.04	
RATES, TERMS AND	CONDITIONS - SECTIO	DN 1		
STANDARD RATE - RDS - Rural Delivery Ser	vice – ( <i>continued</i> )			

# **DSM-03** (continued) **ENERGY STAR® Refrigerator Replacement Incentive Program**

# **Evaluation, Measurement and Verification**

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

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	marka. Tailey	_
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	-

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

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	2.05
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	
( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (		SHEET NO.	
RATES, TERMS A	ND CONDITIONS - SECTIO	N 1	

## **DSM-04**

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

#### Purpose

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

#### **Availability**

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

#### Eligibility

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

#### **Member Incentives**

Big Rivers will reimburse a Member an incentive payment based on the following table for purchase and installation by one of its Rural Customers of a Qualified System HVAC upgrade located in the Member's service area. The incentive paid for each Qualified System of one of the following types shall be:

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE <u>August 29, 2012</u> DATE EF	FECTIVE April 使得包括Anch
ISSUED BY Mark A. Bailey, President a	nd Chief Execil Sunt Kintley-
BigRivers Electric Corporation, 201 Issued by Authority of an Order of the Public Service Commission in Ca	Third Street, Henderson-K-W 4-(42)
issuea by Authonity of an Order of the Fublic Service Commission in Ca	4/1//2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
Big Rivers	Original	SHEET NO.	7
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.05
RATES, TERMS AN	D CONDITIONS – SECTIO	N 1	

# **DSM-04**

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

# Purpose

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

# Availability

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

# Eligibility

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

# **Member Incentives**

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

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

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

DATE OF ISSUE	January 15, 2013	_
DATE EFFECTIVE	February 18, 2013	-
	prank E.	Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive	Officer
Big Rivers Electric C	propration, 201 Third Street, Hend	erson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY, No.	24	
	Original	SHEET NO.	2.06
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	
		SHEET NO.	
RATES, TERM	S AND CONDITIONS - SECTIO	DN I	,,,,,,,,

## **DSM-04** (continued)

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

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

		PUBL	KENTUCKY	SSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR	<b>ද</b>
DATE OF ISSUE August 29, 2	2012 DATE EI	FECTIVE	Aprilatifi, F20H2ANCH	
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ISSUED BY	Mark A. Bailey, President a			
B	ik Rivers Electric Corporation, 201	Third Street,	Henderson, HeX 142420	
Issued by Authority of an Ord	ig Rivers Electric Corporation, 201 herowhe Public Service Commission in Co	e No. 2012-0014	12 dated August 22, 2012,	
	v		4/1//2012	
		PURSL	JANT TO 807 KAR 5:011 SECTI	ON 9 (1)

	For All Territory Sea Cooperative's Trans		
BioRivers	P.S.C. KY. No.	25	
Big Rivers Electric corporation	Original	SHEET NO.	8
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.06
RATES, TERMS ANI	D CONDITIONS – SECTIO		

# DSM-04 (continued) Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program

# **Terms & Conditions**

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

# **Evaluation, Measurement and Verification**

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Marke Biles
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Co	orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	2.07
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	
(		SHEET NO.	
RATES, TER	RMS AND CONDITIONS - SECTIO	DN 1	

# DSM-05 Residential Weatherization Program

#### Purpose

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

#### Availability

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

## Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

- 1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
- 2. The Member will promote the program, and select Rural Customer names to submit to Contractor.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE August 29, 2012	DATE EFFECTIVE April AF4F2012 ANCH
Mark Ce. 1 Seiley	D 1 V. 18.
	ailey, President and Chief Execul Junt Nully
Big/Rivers Electric C	Corporation, 201 Third Street, Henderson, Kr 142420
Issued by Authority of an Order of the Public Service	corporation, 2011 Inited Street, Henderson, de Y1(42420 e Commission in Case No. 2012-00142 dated August 22, 2012, 21/17/2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

BigRivers
O electric corporation
Your Touchstone Energy Cooperative
(Name of Litility)

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

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DIS LECTRIC CORPORATION	Original	SHEET NO.	9
Your Touchstone Energy Cooperative K	CANCELLING P.S.C. KY. No. 24		24
(Name of Utility)	Original	SHEET NO.	2.07
RATES, TERMS AND	CONDITIONS – SECTIO	N 1	
	• / /• •		

# <u>STANDARD RATE - RDS – Rural Delivery Service – (continued)</u>

# **DSM-05 Residential Weatherization Program**

## Purpose

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

# Availability

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

# Eligibility

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

## **Member Incentives**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Mark Ce. T Sailey	
ICCUED DV.	Mark A. Bailey,	

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

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		
	Original	SHEET NO.	2.08
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.		
	<b>1</b> 14 - 1660 - 1624 / 112 - 1660 - 1660 - 1670 - 1700 - 17	SHEET NO.	
RATES, TERMS	AND CONDITIONS - SECTIO	N 1	
STANDARD RATE - RDS - Rural Deliver	<u>y Service – (continued)</u>		
DSM-05 (continued)			
<b>Residential Weatherization Program</b>			
Terms & Conditions (continued)			

- 3. Contractor will contact the Rural Customers from the names provided, and manage the weatherization process.
- 4. Big Rivers will pay the Contractor \$150 for the initial audit.
- 5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, as part of the initial audit. Reimbursement will be limited to the following:

CFL BulbsTwenty (20) per Rural Customer's residenceLow-Flow AeratorTwo (2) per Rural Customer's residenceLow-Flow Shower HeadOne (1) per Rural Customer's residence

## **Evaluation, Measurement and Verification**

			KENTUCKY PUBLIC SERVICE COMMISSION	
			JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE	August 29, 2012	DATE EF E	A , 1/ 10	
			hird Street, Henaerson, 2017, 192420 No. 2012-00142 dated August 22, 2012. 4/17/2012	
			<b>4/1//2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

	For All Territory Served By Cooperative's Transmission System		
BigRivers	P.S.C. KY. No.	25	
FLECTRIC CORPORATION	Original	SHEET NO	10
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Oninty)	Original	SHEET NO.	2.08

# DSM-05 (*continued*) Residential Weatherization Program

# **Terms & Conditions**

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

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

# **Evaluation, Measurement and Verification**

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Mark Ce. T	Jaile

ISSUED BY:	Mark A. Bailey,	Ũ
ISSUED DI.	President and Chief Executive Officer	V
<b>Big Rivers Electric</b>	Corporation, 201 Third Street, Henderson, K	Y 42420

	For All Territory Served By Cooperative's Transmission System			
	P.S.C. KY. No.	24	24	
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	2.09	
	CANCELLING P.S.	.C. KY. No.	<b></b>	
		SHEET NO.		
RATES, TERM	AND CONDITIONS - SECTIONS	DN 1		

# DSM-06

**Touchstone Energy® New Home Program** 

## Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

Big Rivers will reimburse a Member an incentive payment based on the following table for purchase by one of its Rural Customers of a new Touchstone Energy® Certified residence that includes a Qualified System. The incentive paid for each residence for a Qualified System of one of the following types shall be:

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

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

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			JEFF R. DEROUEN
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Mark Ce ISSUED BY	1 Friley	A. Bailey, President and Chief E	Bunt Kinkley-
1550ED D I	Big Rivers Elect	ric Corporation, 201 Third Stree ervice Commission in Care No. 2012-00	et, Henderson, to $\chi_1/4/2420$
Issued by Ai	uthority of an Order of the Public Se	ervice Commission in Care No. 2012-0	0142 dated August 22, 2012. AIT712012
		PUR	SUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Set Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
Big Rivers	Original	SHEET NO.	11
Your Touchstone Energy' Cooperative Kt.A	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.09
RATES, TERMS ANI	O CONDITIONS – SECTIO	DN 1	

# DSM-06

# **Touchstone Energy® New Home Program**

## Purpose

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

# Availability

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

## Eligibility

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

# **Member Incentives**

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

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

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	mark a. Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	2.10
	CANCELLING P.S.	.C. KY. No.	
		SHEET NO.	
RATES, TERN	AS AND CONDITIONS - SECTION	DN 1	

## DSM-06 (continued) Touchstone Energy® New Home Program

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE August 29, 2012 DATE EF DATE OF ISSUE August 29, 2012 DATE EF Supervised by Authority of an Order of the Public Service Commission in Cate	d Chief Execu Bunt Kirtley

	For All Territory Set Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	eart term whether a
FLECTRIC CORPORATION	Original	SHEET NO.	12
Your Touchstone Energy' Cooperative 📩	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.10

# DSM-06 (*continued*) Touchstone Energy® New Home Program

# **Terms & Conditions**

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

# **Evaluation, Measurement and Verification**

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Wank a Thing
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

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

Original SHEET NO. 2.11

CANCELLING P.S.C. KY, No.

Big Rivers Electric Corporation (Name of Utility)

SHEET NO.

# RATES, TERMS AND CONDITIONS - SECTION 1

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

## **DSM-07**

# Residential and Commercial HVAC & Refrigeration Tune-Up Program

## Purpose

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

## Availability

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

# Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

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

#### **Evaluation, Measurement and Verification**

Big Rivers will initiate a process of evaluation, measurement and will ensure the quality and effectiveness of the program and opti	verification for the process PUBLIC SERVICE COMMISSION
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DATE OF ISSUEAugust 29, 2012DATE E	FECTIVE Aprilation FEERANCH
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ISSUED BY Mark A. Bailey, President	and Chief Exect Sum Kindley Third Street, Henderson Kin V4:2420
Big Bivers Electric Corporation, 20	Third Street, Henderson KN /42420
Issued by Authority of an Order of the Public Service Commission in C	se No. 2012-00142 dated Ayeust 22, 2012. 4/17/2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
Big Rivers Electric corporation	Original	SHEET NO	13
Your Touchstone Energy Competative K	CANCELLING P.S.	C. KY. No	24
(Name of Utility)	Original	SHEET NO.	2.11

## **DSM-07**

# **Residential and Commercial HVAC & Refrigeration Tune-Up Program**

## Purpose

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

## Availability

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

## Eligibility

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

#### **Member Incentives**

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Mark a. Toiley
ISSUED BY	Mark A. Bailey,

ISSUED BY: President and Chief Executive Office Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

# **BIG RIVERS ELECTRIC CORPORATION**

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

CASE NO. 2012-00535

# **Present Tariff versus Proposed Tariff**

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

	For All Territory Set Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
Big Rivers ELECTRIC CORPORATION	Original	SHEET NO.	14
Your Touchstone Energy' Chaperative Kt	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.11

# DSM-07 (*continued*) Residential and Commercial HVAC & Refrigeration Tune-Up Program

# **Terms & Conditions**

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

# **Evaluation, Measurement and Verification**

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	Muka.7	Juilas
ISSUED BY:	Mark A. Bailey,	
155020 01.	President and Chief Execut	itive Officer
Big Rivers Electric Co	orporation, 201 Third Street, H	lenderson, KY 42420

	For All Territory Served By Cooperative's Transmission System				
	P.S.C. KY. No.	24			
	Original	SHEET NO.	2.12		
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.				
(, , , , , , , , , , , , , , , , , , ,		SHEET NO.			
RATES, TERM	IS AND CONDITIONS - SECTIO	DN 1			

#### **DSM-08**

#### **Commercial / Industrial High Efficiency Lighting Replacement Incentive Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

## **Member Incentives**

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

			KENTUCKY ERVICE COMMISSION
			F R. DEROUEN UTIVE DIRECTOR
DATE OF ISSUE August 29, 20	12 DATE EF	FECTIVE <u>April</u>	AHIF 2018 ANCH
ISSUED BY	Mark A. Bailey, President a	d Chief Even	ut Kirtley
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Issued by Authority of an Order	fivers Electric Corporation, 201 of the Public Service Commission in Ca		
		PURSUANT TO	) 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
BIS RIVERS ELECTRIC CORPORATION	Original	SHEET NO.	15
Your Touchstone Energy Cooperative	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.12

## **DSM-08**

# Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

## Purpose

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

## Availability

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

# Eligibility

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

## **Member Incentives**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Jonanka.	Bile
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive prporation, 201 Third Street, Hende	

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

Original SHEET NO. 2.13

CANCELLING P.S.C. KY. No.

Big Rivers Electric Corporation (Name of Utility)

SHEET NO.

## **RATES, TERMS AND CONDITIONS – SECTION 1**

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

#### **DSM-08** (continued)

## **Commercial / Industrial High Efficiency Lighting Replacement Incentive Program**

#### **Terms & Conditions**

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

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

#### **Evaluation, Measurement and Verification**

			ITUCKY ICE COMMISSION
			DEROUEN /E-DIRECTOR
DATE OF ISSUE August		TE EFFECTIVE AprtARIF	200H2ANCH
ISSUED BY	Mark A. Bailey, Presi	ident and Chief Execu Sumt	Kirtley
	Big Kivers Electric Corporation	n, 201 Third Street, Hendersor	1EK111/42420
Issued by Authority of at	Dig fillers Electric Corporatio. Order of the Public Service Commissio.	n in Case No. 2012-00142 dated Aug 411	<i>12</i> 012
		PURSUANT TO 807	KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
Big Rivers	P.S.C. KY. No.	25	·
ELECTRIC CORPORATION	Original	SHEET NO.	16
Your Touchstone Energy' Cooperative Kt.	CANCELLING P.S.	C. KY. No.	24
(Name of Ourry)	Original	SHEET NO.	2.13
RATES, TERMS ANI	O CONDITIONS – SECTIC	DN 1	

# DSM-08 (*continued*) Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

# **Terms & Conditions**

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

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

## **Evaluation, Measurement and Verification**

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	marke a. T Saila
	Made A. Dellar
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Co	prporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY, No.	24	
	Original	SHEET NO.	2.14
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	
		SHEET NO.	<u></u>
RATES, TERMS	AND CONDITIONS - SECTIO	N 1	

#### **DSM-09**

#### **Commercial / Industrial General Energy Efficiency Program**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

			PUBL		TUCKY CE COMMISSION
					DEROUEN Æ DIRECTOR
<b>DATE OF ISSUE</b>	August 29, 2012	DATE EF	FECTIVE	Aprilari,	2021F2ANCH
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ISSUED BY	T M	lark A. Bailey, President a	nd Chief Exe	ci Juni	ninuy
	Big Rivers	<b>Electric Corporation</b> , 201	Third Street,	Henderson	ESY142420
Issued by A	uthority of an Order Mine Pa	Electric Corporation, 201 ublic Service Commission in Ca	e No. 2012-001	42 dated Augu	st 22, 2012
	1			4/1/	//2012
	-		PURSL	JANT TO 807 I	KAR 5:011 SECTION 9 (1)

Big Rivers
Your Touchstone Energy' Cooperative
(Name of Utility)

 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
 25

 Original
 SHEET NO.
 17

SHEET NO.

24

2.14

CANCELLING P.S.C. KY. No.

Original

RATES, TERMS	AND CONDITIONS – SECTION 1	

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

#### **DSM-09**

# **Commercial / Industrial General Energy Efficiency Program**

## Purpose

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

## Availability

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

#### Eligibility

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

## **Member Incentives**

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

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

Nonk G. Tsail

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

	For All Territory Served By Cooperative's Transmission System			
	P.S.C. KY. No.	24		
	Original	SHEET NO.	2.15	
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.			
		SHEET NO.		
RATES, TERMS	S AND CONDITIONS - SECTIO	N 1		

### **DSM-09** (continued)

#### **Commercial / Industrial General Energy Efficiency Program**

#### **Terms & Conditions**

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

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

#### **Evaluation, Measurement and Verification**

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE August 29, 2012 DATE EF	FECTIVE April & FECTIVE April & FECTIVE
Mark & Tickas	A . H. H.
ISSUED BY	nd Chief Exect June Milling
DisDivers Electric Corneration 201	Third Street Liongerger & & d. W. St.
Issued by Authority of an Order of the Public Service Commission in Ca	e No. 2012-00142 dated August 22, 2012. 4/17/2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Big Rivers Electric Corporation, 201 Issued by Authority of an Order of the Public Service Commission in Ca	Third Street, Henaersepper, ¥1,42420 se No. 2012-00142 dated August 22, 2012. 4/17/2012

	For All Territory Served By Cooperative's Transmission System			
BigRivers	P.S.C. KY. No.		25	
	Original	SHEET NO.	18	
Your Touchsome Energy' Cooperative Kt	CANCELLING P.S.C. KY. No.		24	
(Name of Ounty)	Original	SHEET NO.	2.15	
RATES, TERMS AN	D CONDITIONS – SECTIO	DN 1		

## DSM-09 (*continued*) Commercial / Industrial General Energy Efficiency Program

## **Terms & Conditions**

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

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

# **Evaluation, Measurement and Verification**

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013		
	Mark a. Bailey		
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive Officer rporation, 201 Third Street, Henderson, KY 42420		
	For All Territory Ser Cooperative's Trans		
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	P.S.C. KY, No.	24	
,	Original	SHEET NO.	2.16
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	
		SHEET NO.	
RATES, TER	MS AND CONDITIONS - SECTIO	IN I	

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

#### DSM-10

#### **Residential Weatherization Program-Primary Heating Source Non-Electric**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

#### **Terms & Conditions**

- 1. Big Rivers will contract with a third party contractor ("Contractor") that performs weatherization projects for electric utilities.
- 2. The Member will promote the program, and select Rural Customer names to submit to Contractor.
- 3. Contractor will contact the Rural Customers from the names provided, and manage the weatherization process. ENTUCKY PUBLIC SERVICE COMMISSION

			JEFF R. DEROUEN
DATE OF ISSUE	August 29, 2012 DA	TE EFFECTIVE	May 2 RI 20 BRANCH
Mark a.	/ Siver		D V.W
ISSUED BY	Mark A. Bailey, Presi	dent and Chief Ex	ecuBunt Kirtley
	Big Rivers Electric Corporation	n, 201 Third Street	t, Henderson, 267182420
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		PURS	SUANT TO 807 KAR 5:011 SECTION 9 (1)
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Big Rivers
Your Touchstone Energy Cooperative K
(Name of Utility)

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

DIS ELECTRIC CORPORATION	Original	SHEET NO.	19
	CANCELLING P.S.C	2. KY. No.	24
(Name of Utility)	Original	SHEET NO.	2.16
RATES, TERMS AND	CONDITIONS - SECTION	J 1	· ····

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

#### **DSM-10 Residential Weatherization Program-Primary Heating Source Non-Electric**

#### Purpose

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

#### Availability

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

#### Eligibility

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

#### **Member Incentives**

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

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	Marka. 73	ailay
ICCLIED DV.	Mark A. Bailey,	$\square$

	For All Territory Ser Cooperative's Trans		
Big Rivers Electric Corporation (Name of Utility)	P.S.C. KY. No.	24	
	Original	SHEET NO.	2.17
	CANCELLING P.S.C. KY. No.		
		SHEET NO.	
RATES, TERN	AS AND CONDITIONS - SECTIO	N 1	

#### DSM-10 (*continued*) Residential Weatherization Program-Primary Heating Source Non-Electric

- 4. Big Rivers will pay the Contractor \$150 for the initial audit.
- 5. Big Rivers will also pay \$3 per installed CFL bulb and \$10 per installed low-flow aerator, or low-flow shower head, if the water heater is electric, as part of the initial audit. Reimbursement will be limited to the following:

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

#### **Evaluation, Measurement and Verification**

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

			PUBLIC		TUCKY CE COMMISSION
					DEROUEN E-DIRECTOR
DATE OF ISSUE Au	gust 29, 2012	DATE EI	FECTIVE M	layAttF2	OELEANCH
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ISSUED BY	Mark A. B.	ailey, President a	nd Chief Execul	Jum	
	Big Rivers Electric	Corporation, 201	Third Street, He	endersph	EK·前\/程2420
		-		5/21	/2012
			PURSUANT	T TO 807 K	AR 5:011 SECTION 9 (1)

	For All Territory Served By Cooperative's Transmission System			
BigRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	20	
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	2.17	
RATES, TERMS AN	D CONDITIONS – SECTI	ON 1		

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

### **DSM-10** (continued)

## **Residential Weatherization Program-Primary Heating Source Non-Electric**

### **Terms & Conditions**

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

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

## **Evaluation, Measurement and Verification**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Marke a. T Jailay
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer rporation, 201 Third Street, Henderson, KY 42420

·	For All Territory Ser Cooperative's Trans P.S.C. KY. No		
	First Revised	SHEET NO.	3
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	24	
	Original	SHEET NO.	3
RATES, TER	MS AND CONDITIONS - SECTIONS	ON 1	

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-	BIG RIVERS ELECTRIC	CORP.	P. C	VOICE ). BOX 24 VDING mm/dd/yy	HENDE	RSON, KY 42	419-0024		
TO: SERVICE FRO	Member's Name M: mm/dd/yyyy	ac Thru	CCOUNT mm/dd	/уууу	BI	LLED PEAK	mm/dd	Time	·
SUBSTATION Name Name	BILLED KW 0,000 0,000	KWH 0,000,000 0,000,000	L.F. COIN, 00,00 00.00	PREVIOUS READING 000000,000 000000.000			DIFF. 00000.000 00000.000	KW / KWH MULT. 1000 1000	
TOTAL	0,000	0,000,000							
	ACTUAL DEMAND			<b>KW TIMES</b>	\$0.00	EQL	JALS	\$00.00	[]
	ADJUSTMENT			<b>KW TIMES</b>	<u>\$0.00</u>	EQL	JALS	\$00.00	<b>`</b>
	ENERGY	<b>B</b>		<b>kWh TIMES</b>	<u>\$0.00</u>	EQL	JALS	\$00.00	
	FUEL ADJUSTMENT CLAUSE			kWh TIMES	\$0.00	EQU	ALS	\$00.00	
	NSNEP			kWh TIMES	<u>\$0.00</u>	EQL SUBTOTAL	JALS	\$00.00	
	ENVIRONMENTAL SURCHARGE	\$00,00		TIMES	0.00%		JALS	\$00.00	Į
	POWER FACTOR PENALTY		_	<b>KW TIMES</b>	<u>\$0.00</u>	EQL	IALS	\$00.00	,
	UNWIND SURCREDIT	<b>.</b>	-	kWh TIMES	<u>\$0.00</u>	EQL	IALS	\$00.00	
	MEMBER RATE STABILITY MECHANISM	5197		AMOUNT				\$00,00	
	REBATE ADJUSTMENT		-	AMOUNT				\$00.00	ľ
	RURAL ECONOMIC RESERVE	<u></u>		AMOUNT		/		\$00.00	
	CSR		-	AMOUNT				\$00.00	
	RRES			kWh TIMES	\$0.00	EQU	IALS	\$00.00	
	ADJUSTMENT			<b>KWh TIMES</b>	\$0.00	EQU	IALS	\$00.00	4
						TOTAL AMO	DUNT DUE	\$00.00	
LOAI	FACTOR		POWE	R FACTOR					
COIN 00.00%	BILLED 00,00%	BASE 00.00%	AVER 00.0		@ PEAK 00.00%		MILLS PER 00,00	KWH	

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

	KENTUCKY PUBLIC SERVICE COMMISSION
<u></u>	JEFF R. DEROUEN EXECUTIVE DIRECTOR
mark G. TSailey	PFECTIVE OFOBUFFI, BRAMCH Bunt Kintley
ISSUED BY Mark A. Bailey, President	tand Chief Exection and Chief Execution and Chief
/ Big Rivers Electric Corporation, 20	Third Street, Henderson, WH2420
Issued by Authority of an Order of the Public Service Commission in	Gase No. 2012-00063 duted October J. 2012
	1
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



(Name of Utility)

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

Original	SHEET NO.	21	
CANCELLING P.S.C. KY. No.		24	
First Revised	SHEET NO.	3	

## **RATES, TERMS AND CONDITIONS – SECTION 1**

# STANDARD RATE – RDS – Rural Delivery Service Billing Form

Billing Fo	BIG RIVERS ELECTRIC C	CORP	P. 0	IVOICE BOX 24 IDING mm/dd/yy	HENDER	SON, KY 42	419-0024	
TO: SERVICE FRO	Member's Name M: mm/dd/yyyy	AC THRU	CCOUNT mm/dd	уууу	BILI	ED PEAK	mm/dd	Time
SUBSTATION Name Name TOTAL	BILLED KW 0,000 0,000	KWH 0,000,000 0,000,000 0,000,000	L.F. COIN. 00.00 00.00	PREVIOUS READING 000000.000 000000.000			DIFF. 00000 000 00000 000	KW / KWH MULT 1000 1000
	ACTUAL DEMAND	0,000,000		kW TIMES	\$0.00	FOI	JALS	\$00.00
	ADJUSTMENT	<u></u>		kW TIMES	\$0.00		JALS	\$00.00
	ENERGY			kWh TIMES	\$0.00		JALS	\$00.00
	FUEL ADJUSTMENT CLAUSE		_	kWh TIMES	\$0.00		JALS	\$00.00
	NSNFP			kWh TIMES	<u>\$0.00</u>	EQI SUBTOTAL	JALS	\$00.00
	ENVIRONMENTAL SURCHARGE	\$00.00		TIMES	<u>0.00%</u>	EQI	JALS	\$00.00
	POWER FACTOR PENALTY		_	<b>kW TIMES</b>	<u>\$0.00</u>	EQI	JALS	\$00.00
	UNWIND SURCREDIT		_	kWh TIMES	<u>\$0.00</u>	EQI	JALS	\$00.00
	MEMBER RATE STABILITY MECHANISM		_	AMOUNT				\$00.00
	REBATE ADJUSTMENT		_	AMOUNT				\$00.00
	RURAL ECONOMIC RESERVE		_	AMOUNT				\$00.00
	CSR			AMOUNT				\$00.00
	RRES			kWh TIMES	\$0.00	EQI	JALS	\$00.00
	ADJUSTMENT	<u></u>		kWh TIMES	<u>\$0.00</u>	EQU	JALS	\$00.00
						TOTAL AMO	OUNT DUE	\$00.00
LOAI COIN 00 00%	D FACTOR BILLED 00 00%	BASE 00 00%	POWE AVER 00.0		@ PEAK 00.00%		MILLS PER 00.00	кwн

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

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

	For All Territory Ser Cooperative's Trans P.S.C. KY. No.			
<i>i</i>	Original	SHEET NO.	4	
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. No.		23	
(Name of Utility)	Original	SHEET NO.	26	
RATES, TERMS AN	D CONDITIONS - SECTION	ON I	, <u>exercises en </u>	
<u> STANDARD RATE - RDS – Rúral Delívery Se</u>	rvice – ( <i>continued</i> )			<b>[T]</b>
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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DAT	E EFFECTIVE Sentember 1 2011
ISSUED BY ISSUED BY Issued by Authority of Orders of the Public Service Commission in Case No.	ident and Chief Executive of the state of th

# **BIG RIVERS ELECTRIC CORPORATION**

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

## CASE NO. 2012-00535

## **Present Tariff versus Proposed Tariff**

PSC KY No. 24, Sheet No. 4

removed from

PSC KY No. 25

	For All Territory Ser Cooperative's Trans P.S.C. KY. No.		
x x	Original	SHEET NO.	5
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.		23
	Original	SHEET NO.	. 27
RATES, TERI	MS AND CONDITIONS - SECTIONS	ON 1	
<u> STANDARD RATE - RDS - Rural Deliv</u>	<u>ery Service – (continued)</u>		<b>[T]</b>

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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	Bunt Kirtley
ISSUED BY Mark A. Bailey, President	and Chief Executive OfficenVE Third Street, Henderson, KY 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# **BIG RIVERS ELECTRIC CORPORATION**

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

## CASE NO. 2012-00535

# **Present Tariff versus Proposed Tariff**

PSC KY No. 24, Sheet No. 5

removed from

PSC KY No. 25

		rritory Served ve's Transmiss . No.			
	Origi	nal	SHEET NO.	б	
Big Rivers Electric Corporation	CANCELI	LING P.S.C. K	Y. No.	2 <u>3</u>	
(Name of Utility)	Origi	nal	SHEET NO.	28	
RATES, TERMS AND CO	ONDITIONS	- SECTION			
				·	
<u>STANDARD RATE – LIC – Large Industrial Custo</u>	omer				[T
Applicable: In all territory served by Big Rivers' transmiss	ion system.				[T [T
Availability:					[T
This schedule is available to any of Big Rivers service to Large Industrial Customers served to loads not treated as either Expansion Demand and in accordance with the provisions and do purposes of clarification, this rate schedule sh Schedule LICX shall apply, unless otherwise New Customer as defined in Rate Schedule contracted for ten (10) MWs or more of capace ten (10) MWs or greater (including any lat requirements of an Existing Customer subject expanded load requirements are defined as Ex LICX.	using dedic l or Expans lefinitions of nall be close supplanted E LICX wh ity or whose er increase t to Rate So	ated delivery ion Energy w of Big River ed on and aft by special c ere such Nev e aggregate p s to such loc chedule LICX	points for such where applicable s' Rate Schedul er September 1, ontracts, to (1) w Customer have ak load at any ad) and (2) the as defined the	portions of their as provided by le LICX. For 1999 and Rate the load of any s either initially time amounts to e expanded load rein, where such	
This rate schedule shall take effect at 12:01 a.n	n, on the eff	fective date o	f this tariff.		[T
Rates: <u>Rates Separate for Each Large Industrial Custo</u> Each month each Member Cooperative shall Large Industrial Customers taking service und Industrial Customer contract demand (if any) of For all Large Industrial Customer delivery poir <u>A Demand Charge of:</u>	be required der this tar or metered d	iff, in each c lemand, as ap	ase using that i plicable.	ndividual Large	[T [T
All kW of billing demand at \$	10.5000 per	· kW.			[R
Plus,		PUBLIC	KENTUCKY SERVICE CON		
,			JEFF R. DEROL		
DATE OF ISSUE December 20, 2011	DATE EF		TARIFF BRANCI		
Mark Ce. TSaven			Bunt Kirtle	4	7
ISSUED BY ISSUED BY Issued by Authority of Orders of the Public Service Commission in Ca	poration, 20	Third Street, 1 036 dated Novem		ember 14, 2011.	(

10000

	For All Territory Served By Cooperative's Transmission System				
BigRivers	P.S.C. KY. No.	25			
DIS LIVELS	Original	SHEET NO.	22		
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	C. KY. No.	24		
(Name of Utility)	Original	SHEET NO.	6		
RATES, TERMS AND	O CONDITIONS – SECTI	ON 1			

## STANDARD RATE - LIC - Large Industrial Customer

#### Applicable:

In all territory served by Big Rivers' transmission system.

#### Availability:

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

### Term:

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

**[T]** 

#### **Rates:**

Rates Separate for Each Large Industrial Customer:

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
V.	Karle Ce. Bailey
ISSUED BY:	Mark A. Bailey,

	For All Territory Ser Cooperative's Transn	nission System	
	P.S.C. KY. No.	24_	
	Original	SHEET NO.	7
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C	C. KY. No.	23
(((((((((((((((((((((((((((((((((((((((	First Revised	SHEET NO.	29
RATES, TERMS AN	D CONDITIONS - SECTION	<u>DN 1</u>	
<u>STANDARD RATE – LIC – Large Industrial (</u>	<u>Customer – (continued)</u>		
<u>An Energy Charge of:</u> All kWh per month at \$0.	.024505 per kWh.		
No separate transmission	or ancillary services charg	ges shall apply to th	ese rates.
Charges:	shall nov on bobalf of ou	ah of its large indu	strial austomore
Each month, each Member Cooperative s taking service under this rate schedule a c by the higher of the maximum integrated established contact demand, if any, plus a	demand charge calculated d metered thirty-minute n	by multiplying the on-coincident peak	demand charge demand or the
by the metered consumption of kWh in the		a oy manipiying in	e energy enarge
The Following adjustment clauses and rid		under this tariff.	
Voluntary Price Curtailab Renewable Resource Ener Rebate Adjustment Environmental Surcharge	rgy Service		
Fuel Adjustment Clause			
Member Rate Stability Me Unwind Surcredit	echanism		
Non-Smelter Non-FAC Pl	PA		
Billing:			
Big Rivers shall bill Member no later than			
previous month's service hereunder for La immediately available funds on the first we to pay any such bill within such prescribed power and energy hereunder upon five (5)	orking day after the 24 <sup>th</sup> o I period, Big Rivers may d	f the month. If Men liscontinue delivery	ber shall fail of electric
Such discontinuance for non-payment shal take-or-pay obligation of a particular Large	Il not in any way affect the		
	PUE	KENTUCKY BLIC SERVICE CO	
		JEFF R. DEROL EXECUTIVE DIREC	JEN
DATE OF ISSUE December 20, 2011	DATE EFFECTIVE	TARIFF BRANCI	
Marka T Saily		_Bunt Kirtle	4
	ailey, President and Chief E Corporation, 201 Third Stre in Case No. 2011-00036 dated No.	et, Henderson, KY, 42	420

	For All Territory Served By Cooperative's Transmission System			
RigRivers	P.S.C. KY. No.	25		
Big Rivers Electric corporation	Original	SHEET NO.	23	
Your Touchstone Energy' Cooperative Kt	CANCELLING P.S	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	7	
RATES, TERMS AN	ID CONDITIONS - SECTI	ON 1		

## STANDARD RATE - LIC - Large Industrial Customer - (continued)

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

 $[\mathbf{I}]$ 

**[I]** 

<u>A Demand Charge of:</u> All kW of billing demand at \$12.4100 per kW.

Plus,

An Energy Charge of: All kWh per month at \$0.030000 per kWh.

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

#### **Charges:**

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

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

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

DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013

Nonle ail  $\mathcal{U}$ .

# **BIG RIVERS ELECTRIC CORPORATION**

10000

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

CASE NO. 2012-00535

## **Present Tariff versus Proposed Tariff**

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	24
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	7

## <u>STANDARD RATE -- LIC -- Large Industrial Customer -- (continued)</u>

## **Billing:**

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

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

				P.S.C. K		smission Syste	24	
				First F	Revised	SHEET	NO	
	stric Corporation			CANCE	LLING P.S	S.C. KY. No.		24
(Name of Utility)				Ori	ginal	SHEET	NO	
	R	ATES, TER	MS AND CO	NDITION	NS – SECT	ION 1		
STANDA Billing Fo	RD RATE – LIC – Li	arge Indust	rial Custome	r				
2.111.1g 1	BIG RIVERS ELE	CTRIC CORP.	INVOICE P. O. BC MONTH ENDING		HENDER	SON, KY 42419-0024		
TO:	Member's Name		ACCOUNT					•
SUBSTATION	Substation Name			SERV	ICE FROM	mm/dd/yy THRI	J mm/	'dd/yy
USAGE	DEMAND	TIME	DAY		METER	MULT	KW DEM/	• •
		00:00 A (or P)	Mm/dd			1000	00,000	0
	POWER FACTOR	BASE	PEAK	А	VERAGE	BILLED		
		00.00%	00.00%		00.00%	PEAK		
ENERGY		PREVIOUS	PRESEN	t Dif	FERENCE	MULT.	KWH	USED
		00000,000	00000.00		000.000	1000	00,0	00,000
ACTUAL DEM		0,000	W TIMES	\$00.0000000		EQUALS		00.00
ADJUSTMENT	•	0,000	<b>kW TIMES</b>	\$00.0000000	SUB-TOT	EQUALS		000.00
ENERGY		0,000,000	kWh TIMES	\$0.0000000		EQUALS		000.00
FUEL ADJUST	MENT CLAUSE	0,000,000	kWh TIMES	\$0.0000000		EQUALS	\$ 00,	000.00
NSNFP		0,000,000	kWh TIMES	\$0.0000000	SUB-TOT	EQUALS		000.00
ENVIRONMEN	ITAL	\$0,000.00	TIMES	00%		EQUALS	\$ 00,	000.00
POWER FACT	OR PENALTY	0,000	<b>kW TIMES</b>	\$00.0000000		EQUALS	\$ 00,	000.00
UNWIND SUR	CREDIT	0,000,000	kWh TIMES	\$0.0000000		EQUALS	\$ 00,0	00.00-
MEMBER RAT	E STABILITY MECHANISM	0,000,000	AMOUNT				0,0	00.00-
CSR		0,000,000	AMOUNT				\$ 00.	000.00
RRES		0,000,000	kWh TIMES	\$0.0000000		EQUALS	\$ 00,	000.00
REBATE ADJL	ISTMENT	0,000,000	AMOUNT				\$ 00,	000.00
ADJUSTMENT		0,000,000	kWh TIMES	\$0.0000000	010 707	EQUALS		000.00
					SUB-TOTA	OTAL AMOUNT DUE	•	000.00
	AD FACTOR		POWER FACT	08			00,	
ACTUAL 00.00%	BILLED 00.00%	BASE 00,00%	AVERAG 00.00%	E (	@ PEAK 00.00%	MILLS PE		
	UE IN IMMEDIATELY AVAIL					00.1		
			on del one men			THE 24 OF THE WA	JNTH	
						KENTI		
				-	PUE	LIC SERVICI		
						JEFF R. D EXECUTIVE		
								<u> </u>
DATE OF ISSU	E October 4,	2012		DATE	FFECTIVI			
mader	77.1					Bunt 7	fistleri	
ISSUED BY	- alley					Executive Off	<u> </u>	



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

Your Touchstone Energy' Cooperative 🔨	Your	Touchstone	Energy	Cooperative	KT)
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(Name of Utility)

CANCELLING P.S.C. KY. No.	

24 8

25

First Revised	SHEET NO.	

SHEET NO.

## RATES, TERMS AND CONDITIONS – SECTION 1

Original

Billing Fo	RD RATE – LIC – La orm BIG RIVERS ELE	-	INVOIO	CE BOX 24	HENDE	ERSON, KY 42419-0024		
TO:	Member's Name		ACCOUNT					
SUBSTATION				s	ERVICE FROM	mm/dd/yy THRU		mm/dd/yy
USAGE	DEMAND	TIME	DA	Y	METER	MULT	кw	DEMAND
		00:00 A (or P	) Mm/	'dd		1000		00,000
	POWER FACTOR	BASE	PE/	чĸ	AVERAGE	BILLED		
		00.00%	00.0	0%	00.00%	PEAK		
ENERGY		PREVIOUS	PRES	ENT	DIFFERENCE	MULT		KWH USED
		0000.000	00000	000	0000.000	1000		00,000,000
ACTUAL DEM	AND	0,000	<b>KW TIMES</b>	\$00.0000	0000	EQUALS	\$	00,000.00
ADJUSTMEN	r	0,000	kW TIMES	\$00.0000	0000	EQUALS	\$	00,000.00
					SUB-T		\$	00,000.00
ENERGY		0,000,000	kWh TIMES	\$0.0000	0000	EQUALS	\$	00,000.00
FUEL ADJUST	IMENT CLAUSE	0,000,000	kWh TIMES	\$0.000	0000	EQUALS	\$	00,000.00
NSNFP		0,000,000	kWh TIMES	\$0.0000		EQUALS	\$	00,000.00
					SUB-T	UTAL		00,000.00
ENVIRONMEN SURCHARGE		\$0,000.00	TIMES		00%	EQUALS	\$	00,000.00
POWER FACT	FOR PENALTY	0,000	<b>kW TIMES</b>	\$00.0000	0000	EQUALS	\$	00,000.00
UNWIND SUR	CREDIT	0,000,000	kWh TIMES	\$0.0000	0000	EQUALS	\$	00,000.00-
MEMBER RAT	TE STABILITY MECHANISM	0,000,000	AMOUNT					0,000 00-
CSR		0,000,000	AMOUNT				\$	00,000.00
RRES		0,000,000	kWh TIMES	\$0.0000	0000	EQUALS	\$	00,000 00
REBATE ADJU	JSTMENT	0,000,000	AMOUNT				\$	00,000 00
ADJUSTMEN	г	0,000,000	kWh TIMES	\$0.0000		EQUALS	\$	00,000.00
					SUB-T	OTAL	\$	00,000 00
						TOTAL AMOUNT DUE	\$	00,000.00
LC ACTUAL 00.00%	DAD FACTOR BILLED 00.00%	BASE 00.00%	POWER FA AVER 00 0	AGE	@ PEAK 00 00%	MILLS PE		н

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

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

•	For All Territory S Cooperative's Tra P.S.C. KY. No.		
	Original	SHEET NO.	9
Big Rivers Electric Corporation	CANCELLING P.	.S.C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	32
RATES, TERMS AN	ND CONDITIONS - SEC	TION 1	
STANDARD RATE – CATV – Cable Televis Applicable: In all territory served by Big Rivers on possible Availability: To all qualified CATV operators having to all qualified cat to all	oles owned and used by	-	tric plant.
Rental Charge: The yearly rental charges shall be	as follows:		
Two-party pole attachment witho Three-party pole attachment with	0	\$3.14 \$2.23	
Two-party pole attachment with g Three-party pole attachment with		\$3.37 \$2.37	
Two-party anchor attachment Three-party anchor attachment		\$5.56 \$3.71	
Billing:			

#### **Billing:**

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

## **Specifications:**

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF Mark & Billy	ECTIVE Sentember 1 2011
ISSUED BY Mark A. Bailey, President a Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	nd Chief Executive <u>Entropy</u> IVE Third Street, Henderson, KY, 42420 036 dated November 17 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

[T]

7

Big Rivers
Your Touchstone Energy" Cooperative
(Name of Utility)

 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
 25

 Original
 SHEET NO.
 26

a mentile and a sub-time t	CANCELLING P.S.C	J. KY. No.	24
(Name of Utility)		-	
	Original	SHEET NO	O. <u>9</u>

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## RATES, TERMS AND CONDITIONS - SECTION 1

## STANDARD RATE - CATV - Cable Television Attachment

### **Applicable:**

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

### Availability:

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

### **Rental Charge:**

The yearly rental charges shall be as follows:

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

#### **Billing:**

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

#### **Specifications:**

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

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013 Mask A. T &	riley
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive O prporation, 201 Third Street, Henders	

	For All Te Cooperativ P.S.C. KY	/e's T	ransmiss			24		
	Origi	nal		SHEE	ſ NO.		10	
Big Rivers Electric Corporation	CANCELI	CANCELLING P.S.C. KY. No. 23				3		
(Name of Utility)	Origin	nal		SHEET	Г NO.	<del></del>	34	
RATES, TER	MS AND CONDITIONS	– SE	CTION					
STANDARD RATE – CATV – Cable To Billing Form Big rivers electric corp	elevision Attachment INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy	н	ENDERSON, K	Y 42419-002	14			
CABLE TELEVISION	INV	OICE N	C					
DESCRIPTION			Date	:				
RE; CABLE TELEVISION ATTACHEMENT AGREEME Yearly rential charge as set forth in Licenson's tariffs as filed and		ission L	icense grated S	eptember 6, 1	984, Pern	nit No 001		<b>[T]</b>
Applicable Tariff:	Quantity		Rate		1	fotal		
Two-party pole attachment without ground Three-party pole attachment without ground		ĸ	\$3.14 \$2.23	# #	s 5	00,000.00 00,000 00		
Two-party pole attachment with ground Three-party pole attachment with ground		K K	\$3.37 \$2.37	æ =	\$ \$	00,000,00 00,000,00		
Two-party anchor attachment Three-party anchor attachment	•	K K	\$5.56 \$3.71	* = -	\$ 	00,000.00		ł
			Total Am	ount Due:	\$	00,000.00		
<u>Terms</u> : Net Fifteen (15) Days Direct any inquiry to: Vice President of Accounting Phone: (270) 827-2561								[T]

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DAT	EEFFECTIVE Sentember 1 2011
	ident and Chief Executive Bethever IVE

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

Original

	-	
Your Touchstone Energy"	Cooperative KT>	

(Name of Utility)

CANCELLING	P.S.C.	KY. No.	
			6

## 24 Original SHEET NO. 10

SHEET NO.

27

## RATES, TERMS AND CONDITIONS - SECTION 1

STANDARD RATE CATV Cable To Billing Form	elevision Attachment					
Billing Form BIG RIVERS ELECTRIC CORP.	INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, K	Y 42419-002	24	
CABLE TELEVISION	IN	VOICE	NO			
DESCRIPTION			Date:			
RE; CABLE TELEVISION ATTACHEMENT AGREEME Yearly rental charge as set forth in Licensor's tariffs as filed and		mission	License grated Se	eptember 6,	1984, Pern	nit No. 001
Applicable Tariff:	Quantity		Rate		]	otal
Two-party pole attachment without ground Three-party pole attachment without ground	0,000 0,000	x x	\$3 14 \$2 23	=	\$ \$	00,000.00 00,000.00
Two-party pole attachment with ground Three-party pole attachment with ground	0,000 0,000	x x	\$3 37 \$2 37	11 11	\$ \$	00,000 00 00,000 00
Two-party anchor attachment Three-party anchor attachment	0,000 0,000	x x	\$5 56 \$3 71	=	\$ \$	00,000.00 00,000.00
			Total Amo	ount Due:	\$	00,000.00

Terms: Net Fifteen (15) Days

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

DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013

Monte Ce. Y. Saile

	For All Territory Ser Cooperative's Trans		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	. 11
Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	16

**[T]** 

### **Special Rules**

#### (1) Establishing Pole Use:

Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall [T] notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

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

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

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	RECTIVE Sumt Kistley
ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0	and Chief Executive Etthcerive Third Street, Henderson, KY, 42420 1936 dated November 17, 2017, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
DIS ELECTRIC CORPORATION	Original	SHEET NO.	28
Your Touchstone Energy' Cooperative Kt.24	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	11
RATES, TERMS AN	ID CONDITIONS – SECTI	ON 1	

#### **Special Rules**

#### (1) Establishing Pole Use:

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

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

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

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

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

DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013

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	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	12
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
(Name of Ourity)	Original	SHEET NO.	17
RATES, TERMS	AND CONDITIONS - SECTI	ON 1	

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

## (2) Easement and Right-of-Way:

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

#### (3) Maintenance of Poles, Attachments and Operation:

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

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE	EFFECTIVE Runt Kintley
ISSUED BY ISSUED BY Issued by Authority of Orders of the Kiblic Service Commission in Case No. 201	nt and Chief Executive Gradenive 201 Third Street, Henderson, KY 42420 -00036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Ser Cooperative's Trans		
<b>Big</b> Rivers	P.S.C. KY. No.	25	
DIS ELECTRIC CORPORATION	Original	SHEET NO	29
Your Touchstone Energy' Geoperative	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	12
RATES, TERMS AND	CONDITIONS - SECTION	ON 1	· · · · · · · · · · · · · · · · · · ·

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DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013

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<i>.</i>	For All Territory Ser Cooperative's Trans			
	P.S.C. KY. No.	24		
	Original	SHEET NO.	13	
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	23	
(Nano of Oniny)	Original	SHEET NO.	18	
RATES, TERM	S AND CONDITIONS - SECTI	ON 1		

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

#### (4) Inspections:

Periodic Inspection:

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

Make-Ready Inspection:

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

#### (5) Insurance or Bond:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFI	ECTIVE September 2 2011 Runt Kirlley
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	For All Territory Ser Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
Big Rivers Electric corporation	Original	SHEET NO.	30
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	13

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	For All Territory Ser Cooperative's Trans			
	P.S.C. KY. No.	24		
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	14	
	CANCELLING P.S.	.C. KY. No.	2 <u>3</u>	
	Original	SHEET NO.	19	

[T]

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

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

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

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

(6) Change of Use Provision:

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours' notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 Mark C. Jailey	DATE EFFECTIVE Bunt Kintley
	iley, President and Chief Executive of the certive Corporation, 20 Third Street, Henderson, KY 42420 a Case No. 2011-00036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	31
Your Touchstone Energy Choperative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	14
RATES, TERMS AND C	CONDITIONS - SECTI	ON 1	

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DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Mark G. Bailey
ISSUED BY:	Mark A. Bailey,

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

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	15
	CANCELLING P.S.	C. KY. No.	23
	Original	SHEET NO.	20
RATES, TER	MS AND CONDITIONS - SECTIONS	ON 1	······

#### (7) Abandonment:

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

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

#### (8) Rights of Others:

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

#### (9) Payment of Taxes:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE <u>December 20, 2011</u> DATE EF	- Bunt Kirtley
ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06	nd Chief Executive de Hager IVE Third Street, Henderson, KY 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Ser Cooperative's Trans		
Big Rivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	32
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	C. KY. No.	24
	Original	SHEET NO.	15

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DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Marke C. Trikey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Co	prporation, 201 Third Street, Henderson, KY 42420

	For All Territory Se Cooperative's Trans		
	P.S.C. KY. No.	24	
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	16
	CANCELLING P.S	.C. KY. No.	23
	Original	SHEET NO.	21

#### (10) Bond or Deposit for Performance:

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

#### (11) Use of Anchors:

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

#### (12) Discontinuance of Service:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DAT	E EFFECTIVE
ISSUED BY Mark A. Bailey, Presi	dent and Chief Executive Officer VE
Ang Rivers Electric Corporatio Issued by Authority of Orders of the Public Service Commission in Case No. 2	n, 20 Third Street, Henderson, KX 42420 011-00036 dated November 17, 2017, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Served By Cooperative's Transmission System		
<b>Ric Rivers</b>	P.S.C. KY. No.	25	
Big Rivers Electric corporation	Original	SHEET NO.	33
Your Touchstone Energy' Cooperative	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	16

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January 15, 2013 February 18, 2013

		rtitory Served e's Transmiss No.			
	Origin	al	SHEET NO.	17	(
Big Rivers Electric Corporation	CANCELL	JING P.S.C. K		2 <u>3</u>	
(Name of Utility)	Origin	al	SHEET NO.	35	
RATES, TERMS AND CO	ONDITIONS	- SECTION	1	alalanan an	
STANDARD RATE – OFP – Cogeneration/Smal Availability: Available to any customer of a Member Coope producer pursuant to Regulation 807 KAR 5:0.	erative who	qualifies as a	a cogenerator or	small power	[T] ↓
Applicability of Service: Applicable to any small power production or c kW as defined by the Kentucky Public Servic contracts to sell energy or capacity or both to E	ce Commissi				<b>(T</b> )
<b>Terms and Conditions:</b> The cogeneration or small power production fa	acility must l	have a total o	lesign capacity c	over 100 kW.	[T] [T]
All power from a Qualifying Facility ("QF") purchased under this tariff will be sold to Big Rivers.					[T]
The QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.					<b>[T</b> ]
QF shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.					(T)
QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.				<b>[T]</b>	
QF shall reimburse Big Rivers and the Men interconnecting with the QF, including operation	•				(T)
QF shall enter into a written contract with Big I specified in the contract executed by the parties Public Service Commission and to Big Rivers' For contracts which cover the purchase of ener- renewing from year-to-year thereafter unless ca written notice. For contracts which cover the p	s and are sub terms and c gy only, the ancelled by e	oject to the ju onditions rep term shall b wither party v	urisdiction of the garding a QF the e one year and sl with not less than	Kentucky n in effect. hall be self- n one year's	
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ISSUED BY		. Bailey, President and			
Big Rivers Electric Corporation, 201 Third Street, Henderson KY 42420					
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2017, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)					
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	For All Territory Served By Cooperative's Transmission System			
<b>Big</b> Rivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	34	
Your Touchstone Energy Cooperative	CANCELLING P.S.	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	17	
RATES TERMS AN	JD CONDITIONS - SECTI	ON 1		

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

#### Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to the Commission's regulation in 807 KAR 5:054. [T]

### **Applicability of Service:**

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

### **Terms and Conditions:**

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

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

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

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

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

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

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 201

ary 18, 2013
	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24			
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	18	
	CANCELLING P.S.	.C. KY. No.	23	
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RATES, TER	MS AND CONDITIONS – SECTI	ON 1		

# <u>STANDARD RATE - OFP - Cogeneration/Small Power Production Purchase Tariff - Over 100 KW -</u> [T] (continued)

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

#### **Rates for Purchases from QFs:**

#### (1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load.

#### (2) Determination of CAP:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE <u>December 20, 2011</u> DATE EFF Mark a. Jailey	ECTIVE
ISSUED BY Mark A. Bailey, President Fig Rivers Electric Corporation, 20	nd Chief Executive settinger IVE
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	<b>036 dated November 17, 2011, and December 14, 2011.</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Se Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	35
Your Touchstone Energy Cooperative Kt	CANCELLING P.S.	.C. KY. No.	24
	Original	SHEET NO.	18
RATES TERMS A	ND CONDITIONS - SECTI	ON 1	· · · · · · · · · · · · · · · · · · ·

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

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

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

#### **Rates for Purchases from QFs:**

#### (1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the Henderson Municipal Power and Light's Station Two, the hourly avoided capacity cost (ACC) in \$ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual variable fuel expense. The total amount of the avoided capacity cost (ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load.

#### (2) Determination of CAP:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark a. Bailon
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	*****
	Original	SHEET NO.	19
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	38

# <u>STANDARD RATE – OFP – Cogeneration/Small Power Production Purchase Tariff – Over 100 KW –</u> [T] (continued)

#### (3) Firm Energy Purchase Rates:

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

#### **Payment:**

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

#### System Emergencies:

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

#### Interconnection:

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

#### Loss Compensation:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF	ECTIVE Same 1, 2011
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ISSUED BY Mark A. Bailey, President a	nd Chief Executive Entrice TIVE
Big Rivers Electric Corporation, 201	Third Street, Henderson KY 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	036 dated November 17 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Ser Cooperative's Transi		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	36
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	С. КҮ. №.	24
(Name of Utility)	Original	SHEET NO.	19
RATES, TERMS AND	CONDITIONS - SECTION	ON 1	

# <u>STANDARD RATE – QFP – Cogeneration/Small Power Production Purchase Tariff – Over 100 KW</u> -- (continued)

#### (3) Firm Energy Purchase Rates:

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

#### **Payment:**

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

#### **System Emergencies:**

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

#### Interconnection:

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

#### Loss Compensation:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Mark G. To	ila
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ISSUED BY: Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	20
<u>Big Rivers Electric Corporation</u> (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	40

#### STANDARD RATE - OFS - Cogeneration/Small Power Production Sales Tariff - Over 100 KW

#### Availability:

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

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#### **Applicability:**

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.	<b>[</b> T]
Off-System Sales Transaction – "Off-System Transaction" means sales of electric energy by Big Rivers other than to the Member Cooperatives and Henderson Municipal Power and Light.	<b>[</b> T]

QF Member – "QF Member"	' means a member of a Member Cooperative with a QF.	(T)
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Third Party Suppliers – "Third Party Suppliers" means any supplier of wholesale electric service to [T] Big Rivers other than SEPA and Henderson Municipal Power and Light.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	TARIFF BRANCH
prank Ce. Bailay	Bunt Kirtley
ISSUED BY Mark A. Bailey, President	and Chief Executive Officenve
Big Rivers Electric Corporation, 20	Third Street, Henderson KY A2420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0	036 dated November 17, 2011 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
FLECTRIC CORPORATION	Original	SHEET NO.	37
Your Touchstone Energy' Cooperative 🖈	CANCELLING P.S.	С. КҮ. No.	24
(Nume of Ormy)	Original	SHEET NO.	20
RATES, TERMS AND	CONDITIONS - SECTI	ON 1	

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

#### Availability:

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

## **Applicability:**

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

QF Member - "QF Member" means a member of a Member Cooperative with a QF.

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Mark a. Bilay
ISSUED BY:	Mark A. Bailey,

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

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No24			
	Original	SHEET NO.	21	
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23	
	Original	SHEET NO.	42	
RATES, TER	MS AND CONDITIONS - SECTI	ON 1		

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

#### **Conditions of Service:**

To receive service hereunder, the Member Cooperative must:

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

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

**[T]** 

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

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

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	PECTIVE Sentember 1 2011
ISSUED BY Mark A. Bailey, President	and Chief Executive der Heerive
Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0	Third Street, Henderson, KY 42420 036 dated November 19, 2014, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans			
Big Rivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	38	
Your Touchstome Energy' Choperative Kt	CANCELLING P.S.	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO	21	
RATES, TERMS AND CONDITIONS – SECTION 1				

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

## **Conditions of Service:**

To receive service hereunder, the Member Cooperative must:

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

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

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

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

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

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

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

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

	For All Territory Se Cooperative's Trans P.S.C. KY. No.			
	Original	24	22	
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23	
	Original	SHEET NO.	43	

# RATES, TERMS AND CONDITIONS – SECTION 1

# <u>STANDARD RATE – OFS – Cogeneration/Small Power Production Sales Tariff – Over 100 KW –</u> [T] (continued)

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

Supplementary Service (capacity and energy).

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

Maintenance Service (capacity and energy), if any.

Excess Demand, if any.

Additional charges, if any.

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

Supplementary Service:

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

Unscheduled Back-up Service:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE E	FECTIVE Sentember 1 2011
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P.S.C. KY. No.	25		
Original	SHEET NO.	39	
CANCELLING P.S.C. KY. No.		24	<u> </u>
Original	SHEET NO.	22	

RATES, TERMS AND CONDITIONS - SECTION 1

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

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

Supplementary Service (capacity and energy).

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

Maintenance Service (capacity and energy), if any.

Excess Demand, if any.

Additional charges, if any.

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

Supplementary Service:

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

Unscheduled Back-up Service:

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
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ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	ornoration, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.		
	Original	SHEET NO.	23
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KÝ. No.	. 23
(Nane of Othry)	Original	SHEET NO.	44
RATES, TERMS	AND CONDITIONS - SECTI	ON I	

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

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

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

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

#### **Maintenance Service:**

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE E	FECTIVE Sentember 1 2011 Bunt Kirtley
ISSUED BY Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-	t and Chief Executive Entreet IVE DI Third Street, Henderson, K.Y. 42420 10036 dated November 17, 2011, and Betember 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Your Touchstone Energy' Cooperative Kt	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO	23	
RATES, TERMS AND CONDITIONS – SECTION 1				

# <u>STANDARD RATE -- QFS -- Cogeneration/Small Power Production Sales Tariff -- Over 100 KW --</u> (continued)

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

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

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

#### **Maintenance Service:**

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

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

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DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	mark a. Tailey
ISSUED BY:	Mark A. Bailey,

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

	For All Terr Cooperative				
	P.S.C. KY.			24	
	Origina	21	SHEET NO.	24	(
Big Rivers Electric Corporation	CANCELLI	ING P.S.C. K	XY. No	23	
(Name of Utility)	First Revi	ised	SHEET NO.	46	
RATES, TERMS AND C	CONDITIONS -	- SECTION	1		darmet for survey
STANDARD RATE – OFS – Cogeneration/Small P	ower Produc	tion Sales	<u> Fariff – Ove</u>	<u>r 100 KW –</u>	[T]
(continued)					
Winter on-peak usage is defined as po- beginning 6:00 am and ending 10:00 p March 31.					
Off-peak usage is defined as all power usage" or "Winter on-peak usage" as d respectively.					(T) [Ť] [T]
The charges for On-peak Maintenance Service	shall be the g	reater of:			
\$2.192 per kW of Scheduled Maintena	ance Demand J	per week, p	lus		[T][R]
\$0.029736 per kWh of Maintenance E	nergy; or				[R]
110% of the price at the time of sched in the futures market which is suffici Maintenance Service requirements.					<b>[T]</b>
The charges for Off-peak Maintenance	e Service shall	be:			[T]
\$2.192 per kW of Scheduled Maintena	ince Demand p	per week, p	lus		[R]
According to schedule RDS per kWh of ma purchased by the Member Cooperative for Maintenance Service up to but not exceeding th	the QF Mem	ber in eac	h hour duri	ng Scheduled	<b>(</b> T)
Excess Demand: Excess demand is the amount in any h Maintenance Demand, exceeds the pro Capacity. Charges for Excess Energy I	eviously estab Demand shall	lished Max	imum Unsch	eduled	(T)
Supplementary Service and shall be ei	uner:	,	KENTUC SERVICE ( JEFF R. DEF XECUTIVE DI	COMMISSION	
DATE OF ISSUE December 20, 2011 Mark G - / Serley	_ DATE EFFE		TARIFF BRA	NCH	
ISSUED BY Mark A. Baile Big Rivers Electric Corr Issued by Authority of Orders of the Public Service Commission in Co	ey, President and poration, 20 T ase No. 2011-06036	hird Street, l 6 dated Novemi	Henderson K	42420	

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
FLECTRIC CORPORATION	Original	SHEET NO.	41
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24
	Original	SHEET NO.	24
RATES, TERMS AND	CONDITIONS - SECTI	ON 1	

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

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

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

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

\$3.955 per kW of Scheduled Maintenance Demand per week, plus	[I]
\$0.030000 per kWh of Maintenance Energy; or	[1]

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

The charges for Off-peak Maintenance Service shall be:

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

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

#### **Excess Demand:**

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

ruary 18, 2013
Mark a. Triley
Mark A. Bailey, esident and Chief Executive Officer ion, 201 Third Street, Henderson, KY 42420

	For All Territory Se Cooperative's Trans		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	25
ig Rivers Electric Corporation	CANCELLING P.S	.C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	47

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

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

If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges [T] for Excess Demand shall be the greater of: a) \$9.50 per kW times the highest Excess [R] Demand recorded during the month; or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transaction during the month times the sum of the Excess Demands measured during the month.

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

#### **Additional Charges:**

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

#### **Interruptible Service:**

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Marka. Tsailas	FECTIVE Sentember 1 2011
ISSUED BY Big Rivers Electric Corporation, 2 Issued by Authority of Orders of the Public Service Commission in Case No. 2011	t and Chief Executive Applies IVE 0 Third Street, Henderson, KY 42420 00036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(T)

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**[T]** 

	For All Territory Ser Cooperative's Trans	mission System	
Big Rivers	P.S.C. KY. No Original	25	42
Your Touchstone Energy' Cooperative	CANCELLING P.S.	C. KY. No	24
(Name of Utility)	Original	SHEET NO.	25
RATES, TERMS A	ND CONDITIONS - SECTION	ON 1	

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

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

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

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

**[T]** 

#### **Additional Charges:**

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

#### **Interruptible Service:**

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

DATE OF ISSUE	January 15, 2013	_
DATE EFFECTIVE	February 18, 2013	-
	pranka:	Builen
	Mark A. Bailey,	$\overline{\mathbf{T}}$

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

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	26
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	23
(Name of Oniny)	Original	SHEET NO.	
RATES, TER	MS AND CONDITIONS - SECTIONS	ON, I	

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

## Interconnections:

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

#### System Emergencies:

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

#### Loss Compensation:

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF Mark Ce. Jailey	ECTIVE _S
ISSUED BY Mark A. Bailey, President a	nd Chief Executive Entricentive
Big Rivers Electric Corporation, 201	Third Street, Henderson Kry 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	936 dated November 17,2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

[T]

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	43
Your Touchstone Energy' Cooperative	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	26

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

#### Interconnections:

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

#### **System Emergencies:**

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

#### **Loss Compensation:**

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	markat	Julay
ISSUED BY:	Mark A. Bailey,	F

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

			Coope	ll Territory Serative's Tran KY. No.	erved By smission Syst		24	
		-	Q	riginal	SHEET	Г NO.	27	
g Rivers Electric Corporation (Name of Utility)	<u>l</u>		CANC	CELLING P.S	S.C. KY. No.		23	
(Name of Othing)		-	0	riginal	SHEET	ſNO.	50	
, , , , , , , , , , , , , , , , , , ,	RATES, TERM	IS AND CO	NDITI	ONS – SECT	ION 1			and and a second
STANDARD RATE – QFS – Billing Form	Cogeneration/S	Small Power	Produ	ction Sales -	- Over 100 KV	V		
BIG RIVERS EL		INVOICE P. O. BOX MONTH ENDING 1		HENDE	RSON, KY 42419-00	)24		
TO: COGENERATOR AND SMAIL DELIVERY POINTS	L POWER PRODUCER	SALES	:	ACCOUNT SERVICE FROM AGE:	mm/dd/yy	THRU	mm/dd/yy	
USAGE DEMAND	TIME	DAY	00,	METER	MULT	,	W DEMAND	
	00:00 A (or P)	min/dd			1000		00,000	
POWER FACTOR SUPPLEMENTAL DEMAND UNSCHEDULED BACKUP DEMAND EXCESS DEMAND CUMULATIVE EXCESS DEMAND	BAŠE 00.00% 00.00% 00.00% 00.00%	PEAK 00.00% 00.00% 00.00% 00.00%		AVERAGE 00 00% 00 00% 00 00% 00 00%		KW DI	ÉMAND BILLED 000,000 000,000 000,000 000,000	l
ENERGY SUPPLEMENTAL ENERGY MAINTENANCE ENERGY	PREVIOUS 00000 000 00000 000 00000 000	PRESENT 00000.000 00000.000 00000.000	ſ	DIFFERENCE 0000.000 0000.000 0000.000	MULT. 1000 1000 1000		KWH USED 00,000,000 00,000,000 00,000,000	
SUPPLEMENTARY SERVICE DEMAND P/F PENALTY ENERGY		kW kW kWh	TIMES TIMES TIMES	\$ \$ 	E	QUALS QUALS QUALS	\$ \$	
SUBTOTAL UNSCHEDULED BACK-UP SERVICE DEMAND		kW	TIMES	\$	F	QUALS	\$\$	
MAINTENANCE SERVICE ON PEAK DEMAND PER WEEK (IF AP ENERGY (IF APPLICABLE)	PLICABLE)	kW kWh	TIMES	 	E	QUALS	<u></u>	
SCHEDULE ENERGY BLOCK TOTAL AMOUNT DUE	(IF APPLICABLE)	KVVI	TIMES		E	QUALS		
OFF-PEAK DEMÅND PER-WEEK ENERGY SUBTOTAL		kW kWħ	TIMES	<u>\$</u>		DUALS DUALS	<u>\$</u>	
EXCESS SERVICE								
EXCESS DEMAND (IF APPLI CUMULATIVE EXCESS DEM IMPORTED EXCESS ENERG TOTAL AMOUNT DUE	AND (IF APPLICABLE)	kW KW kWh	TIMES TIMES TIMES	<u>\$</u>	E	QUALS QUALS QUALS	<u>\$</u> <u>\$</u> <u>\$</u>	
					TOTAL AMOU	NT DUE	\$ 00,000 00	
ACTUAL BILLED 00.00% 00.00%						5 PER KV 00 00		
DUE IN IMMEDIATELY A	VAILABLE FUNDS ON OI	R BEFORE THE FI	RST WOR				(Y OMMISSION	
					JEFF R. EXECUTIN	DER	OUEN	

Big Rivers Electric Corporation, 20 Third Street, Henderson, KY 42420 Issued by Authority of Orders of the Peplic Service Commission in Case No. 2011-06036 dated November 17, 2017, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers
Your Touchstone Energy' Cooperative K

For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 25 SHEET NO. 44 Original

SHEET NO.

24

27

CANCELLING P.S.C. KY. No.


Original

# **RATES, TERMS AND CONDITIONS – SECTION 1**

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

	BIG RIVERS ELEC	TRIC CORP.	INVOICE P. O. BOX 2 MONTH ENDING mi		HENDE	RSON, KY 42419	-0024	
TO:	COGENERATOR AND SMALL	POWER PRODUCER	SALES		ACCOUNT			
DELIVERY PO	DINTS				SERVICE FROM AGE:	mm/dd/yy	THRU	mm/dd/yy
USAGE	DEMAND	TIME	DAY		METER	MULT	ĸ	V DEMAND
		00:00 A (or P)	mm/dd			1000		00,000
EXCESS DEM	TAL DEMAND ED BACKUP DEMAND	BASE 00.00% 00.00% 00.00% 00.00%	PEAK 00.00% 00.00% 00.00% 00.00%		AVERAGE 00 00% 00 00% 00 00% 00 00%		kW DEI	MAND BILLED 000,000 000,000 000,000 000,000
ENERGY SUPPLEMEN MAINTENAN(		PREVIOUS 00000.000 00000.000 00000.000	PRESENT 00000.000 00000.000 00000.000		DIFFERENCE 0000.000 0000.000 0000.000	MULT 1000 1000 1000		KWH USED 00,000,000 00,000,000 00,000,000
t f	TARY SERVICE DEMAND P/F PENALTY ENERGY SUBTOTAL		kW kW kWh	TIMES TIMES TIMES	\$		EQUALS EQUALS EQUALS	\$ \$ \$
	ED BACK-UP SERVICE DEMAND		kW	TIMES	\$		EQUALS	\$
E	CE SERVICE ON-PEAK DEMAND PER-WEEK (IF APP ENERGY (IF APPLICABLE) SCHEDULE ENERGY BLOCK FOTAL AMOUNT DUE		kW kWh	TIMES TIMES			EQUALS EQUALS	\$ \$
E	DEMAND PER-WEEK ENERGY SUBTOTAL		kW kWh	TIMES TIMES	10 10 10 10 10 10 10 10 10 10 10 10 10 1		EQUALS EQUALS	\$ \$ \$
( 	VICE EXCESS DEMAND (IF APPLIC CUMULATIVE EXCESS DEMA MPORTED EXCESS ENERGY FOTAL AMOUNT DUE	ND (IF APPLICABLE)	kW kW kWh	TIMES TIMES TIMES	\$ \$ \$		EQUALS EQUALS EQUALS	\$ \$ \$ \$
						TOTAL AN	IOUNT DUE	\$ 00,000 00
ACTUAL 00.00%	OAD FACTOR BILLED 00 00%						IILLS PER KW 00 00	/н
	DUE IN IMMEDIATELY AV	AILABLE FUNDS ON	OR BEFORE THE FI	RST WO	RKING DAY AFTER	R THE 24 <sup>TH</sup> OF TH	IE MONTH	

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	marke.T	Sarlay
	Mark A Bailey	$\square$

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

	For All Territory Ser Cooperative's Trans		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	28
ig Rivers Electric Corporation	CANCELLING P.S.C. KY. No.		
(Name of Utility)	Original	SHEET NO.	51

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# <u>STANDARD RATE - OFS - Cogeneration/Small Power Production Sales Tariff - Over 100 KW -</u> [T] (continued)

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**[T]** 

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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Mark C. TSilley	FECTIVE Santamber 1 2011 Bunt Kintley
ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0	and Chief Executive Apples Five Third Street, Henderson, KY 42420 1936 dated November 19 2019 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# **BIG RIVERS ELECTRIC CORPORATION**

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

CASE NO. 2012-00535

**Present Tariff versus Proposed Tariff** 

PSC KY No. 24, Sheet No. 28

removed from

PSC KY No. 25

	For All Territory Ser Cooperative's Trans P.S.C. KY. No.		
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	29
	CANCELLING P.S.C. KY. No.		
	Original	SHEET NO.	52

#### STANDARD RATE - LICX - Large Industrial Customer Expansion

#### **Applicability:**

This schedule shall be applicable as follows:

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

**[T]** 

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

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

#### Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in item (a) defining applicability. For all loads meeting the applicability criteria below, no other Big Rivers' tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria above.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF. Mark a. Topley	FECTIVE Bund Kintley
ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Purfic Service Commission in Case No. 2011-00	nd Chief Executive defineerive Third Street, Henderson, KY 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

. KY. No. Driginal	smission System 25 SHEET NO.	
Driginal	SHEET NO	4.5
at the Toppen and the second	· • • • • • • • • • • • • • • • • • • •	45
CELLING P.S	S.C. KY. No.	24
Driginal	SHEET NO.	29
	Driginal	CELLING P.S.C. KY. No Driginal SHEET NO ONS – SECTION 1

# STANDARD RATE - LICX - Large Industrial Customer Expansion

## **Applicability:**

This schedule shall be applicable as follows:

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

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

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

#### Availability:

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

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark Ce. T Sincy
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive Officer proporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24			
	-	2- <del>1</del>		
	Original	SHEET NO.	30	
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23	
(Name of Utility)	Original	SHEET NO.	53	
ŘATES, TER	MS AND CONDITIONS - SECTI	ON I		
<b>STANDARD RATE – LICX – Large Ind</b> <b>Conditions of Service:</b> To receive service hereunder, the N		(continued)		[T] ↓ ↓
Obtain from the customer an exect acceptable to Big Rivers.	uted written contract or amend	an existing contract	with terms	[T]
Enter into a contract with Big River terms and conditions of service bet supply for the customer.				<b>[T]</b>
<b>Definitions:</b> Please see Section 4 for definitions	common to all tariffs.			(T) (T)

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

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

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	ECTIVE Bunt Kulley
ISSUED BY Mark A. Bailey, President Fig Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	Ind Chief Executive Editoria (Construction) Third Street, Henderson, K.Y. 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers
Your Touchstone Energy' Cooperative 🖈
(Name of Utility)

For All Territory Served By Cooperative's Transmission System		
P.S.C. KY. No	25	
Original	SHEET NO.	46
CANCELLING P.S.C. KY. No. 24		24
Original	SHEET NO.	30

RATES, TERMS AND CONDITIONS - SECTION 1

# STANDARD RATE - LICX - Large Industrial Customer Expansion - (continued)

#### **Conditions of Service:**

To receive service hereunder, the Member Cooperative must:

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

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

#### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

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

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

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

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

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	marka. Theiler
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

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

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	.24	
	Original	SHEET NO.	31
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	55
RATES, TERN	IS AND CONDITIONS - SECTI	ON İ	

#### **Expansion Demand and Expansion Energy:**

Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be [T] the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. [T]

**[T]** 

[T]

[T]

Expansion Demand for the expanded load requirements of an Existing Customer shall be the [T] amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. In those months in which there is Expansion [T] Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in the OATT. [T]

#### **Rates and Charges:**

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

#### (1) Expansion Demand and Expansion Energy Rates:

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

		KENTUCKY PUBLIC SERVICE COMMISSION
		JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December Mark G. T Sailey		FECTIVE Sentember 1 2011 Burnt Kistley
ISSUED BY Issued by Authority of Orders of the Pr	Big Rivers Electric Corporation, 20	<b>Ind Chief Executive Explose</b> <b>Third Street, Henderson KY 42420</b> <b>6036 dated November 14 2011 Fand December 14, 2011.</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans			
BigRivers	P.S.C. KY. No	25		
ELECTRIC CORPORATION	Original	SHEET NO.	47	
Your Touchstone Energy' Cooperative XI	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	31	
RATES, TERMS AND	CONDITIONS - SECTI	ON 1		

## **Expansion Demand and Expansion Energy:**

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

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

### **Rates and Charges:**

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

#### (1) Expansion Demand and Expansion Energy Rates:

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

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Mark & Baila
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Ser Cooperative's Trans	mission System	
	P.S.C. KY. No Original	24 SHEET NO.	32
Big Rivers Electric Corporation	CANCELLING P.S.		23
(Name of Utility)	Original	SHEET NO.	56
RATES, TERM	AND CONDITIONS - SECTI	ON 1	

**[T]** 

(2)	Expansion Demand Transmission Rate:	
	Big Rivers shall assess unbundled charges for network transmission service on the Big	
	Rivers' Transmission System according to the rates in the OATT applied to each kW taken	<b>[T]</b>
	as Expansion Demand.	i

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

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT: (1) Scheduling System Control and [T] Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve – Spinning Reserve Service; and (6) Operating Reserve – Supplemental Reserve Service.

# (4) Big Rivers Adder: In addition to the charges described above, Big Rivers shall charge \$0.38 per kW/month [T] for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

#### **Meters:**

Big Rivers shall provide an appropriate meter to all customers served under this rate schedule.

[T]
[T]

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF Mark Ce. 7 Sauley	ECTIVE Sentember 1 2011
ISSUED BY Mark A. Bailey, President in Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	nd Chief Executive APHOEFIVE Third Street, Henderson, KY 42420 036 dated November 1 A 2011 And December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RigRivorg	For All Territory Ser Cooperative's Transı P.S.C. KY. No.		
DIS ELECTRIC CORPORATION	Original	SHEET NO.	48
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No	24
(Name of Utility)	Original	SHEET NO.	32
RATES TERMS AND	CONDITIONS - SECTION	ON 1	

#### (2) Expansion Demand Transmission Rate:

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

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

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

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

#### (4) Big Rivers Adder:

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

#### **Meters:**

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

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	Wark F. Paila	
	Mark A Bailey	

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

					Coope	All Territory Ser perative's Transi C. KY. No.			24	****
				-	Fir	st Revised	SHEF	ET NO,	33	
Big Rivers Electric					CAN	CELLING P.S.	.C. KY. No.	•	24	
(Name of Utili	.ty)			-	(	Original	SHEF	ET NO.	33	
		RATES, TEF	AMS ANT	<u>100</u> C	NDITI	IONS - SECTIO	ON 1			
STANDARD RA Billing Form	TE – LICX –	Large Industr	ial Custon	ner E>	xpansi	on				
pum tow	BIG RIVERS ELEC	CTRIC CORP.		NVOICE . O, BOX 2 NDING n	24		SON, KY 42419-002	)24		[T] 
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							JEFF R. EXECUTIV	. DERO	DUEN	
DATE OF ISSUE	October 4	4, 2012			DATE	EFFECTIVE		FIBZON		
Mark a 13	sily						_Rent	Kint	f	
ISSUED BY	h					ent and Chief E: 201 Third Stree			42420	

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Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00063 dar O Peter 201 12212

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

Big Rivers
Your Touchstone Energy Cooperative
(Name of Utility)

STANDARD RATE - LICX - Large Industrial Customer Expansion

 For All Territory Served By

 Cooperative's Transmission System

 P.S.C. KY. No.
 25

 Original
 SHEET NO.
 49

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

First Revised

# SHEET NO. \_\_\_\_\_33

# RATES, TERMS AND CONDITIONS - SECTION 1

Billing Form									
	BIG RIVERS ELEC	TRIC CORP.		VOICE O BOX 2 NDING n		HENDER	SON, KY 42419-0	0024	
TO: LARGE INI DELIVERY POINTS	DUSTRIAL CUSTOM	ER EXPANSION			US	ACCOUNT SERVICE FROM AGE:	mm/dd/yy	THRU	mm/dd/yy
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DATE OF ISSUE DATE EFFECTIVE

January 15, 2013 February 18, 2013

Mark a. Jaile

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

	For All Territory Served By Cooperative's Transmission System				
	P.S.C. KY. No.	24			
	Original	SHEET NO.	33.50		
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.				
		SHEET NO.			
RATES, TER	MS AND CONDITIONS - SECTI	ON I			
STANDARD RATE - SET - Supplen	ental EnergyTransactions		[N		

#### STANDARD RATE - SET - Supplemental EnergyTransactions

## **Applicability:**

In all territory served by Big Rivers' transmission system.

#### Availability:

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

#### **Rates and Terms:**

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

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

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

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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN
DATE OF ISSUE August 20, 2012 DATE EF	
DATE OF ISSUE August 20, 2012 DATE EF	ECTIVE September 20, 2012
Mark G. Porla	
ISSUED BY Hig Rivers Electric Corporation, 20	and Chief Exect King King Man
Rip Rivers Electric Corporation 20	Third Stoppt 1 Stephed / Herniterry
Issued by Authority of an Oyler of the Public Service Commission in G	Anna Britoli, 1 Inse No. 2012-00270 data EFEÉGTIVEL2
issued by Audioraly of an Owier of the I hour Service Commission in C	
	9/20/2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans			
BigRivers	P.S.C. KY. No. 25			
ELECTRIC CORPORATION	Original	SHEET NO.	50	
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	.C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	33.50	

RATES, TERMS AND CONDITIONS – SECTION 1

### **STANDARD RATE - SET – Supplemental Energy Transactions**

#### **Applicability:**

In all territory served by Big Rivers' transmission system.

#### Availability:

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

**[T]** 

**Rates and Terms:** 

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

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

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

DATE OF ISSUE	January 15, 2013		
DATE EFFECTIVE	February 18, 2013		
	Mark a. Thankey		
	Mark A. Bailey.		

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

For All Territory Served By Cooperative's Transmission System				
	24			
SHEE'.	T NO	33.51		
CANCELLING P.S.C. KY. No.				
SHEET NO				
SE	SECTION 1			

#### STANDARD RATE - SET - Supplemental EnergyTransactions - (continued)

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

[N]

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

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

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN
DATE OF ISSUE August 20, 2012 DATE EP	
Mark Ce. Tarley	D V.B.
ISSUED BY Mark A. Bailey, President big Rivers Electric Corporation, 20 Issued by Authority of an Order of the Public Service Commission in	Third Street, manuary and marked
Issued by Authority of an Order of the Public Service Commission in	Case No. 2012-00270 date June 29, 2012. 9/20/2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers Electric Corporation Your Touchstome Energy' Cooperative	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No. 25		,
	Original	SHEET NO.	51
	CANCELLING P.S.C. KY. No.		24
	Original	SHEET NO.	33.51
RATES, TERMS AN	ID CONDITIONS - SECTI	ON 1	

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

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

<u>Market Energy</u>. Big Rivers may, in its sole discretion, supply Market Energy to Kenergy in response to a request from Kenergy for Market Energy, as provided in Section 2.3.2(c) of the Smelter Agreement, on terms and conditions as Big Rivers and Kenergy shall agree. The Market Energy Charge is calculated in accordance with Section 4.3.3 of the Smelter Agreements.

Big Rivers will provide Kenergy with the information from the MISO and other sources necessary for [T] Kenergy to file with the Commission by the twentieth day of each month a schedule identifying the [T] details of each Supplemental Energy transaction with Big Rivers for the prior month that are supplemental to the terms included in the Smelter Agreements for that type of Supplemental Energy transaction, including but not limited to the category of Supplemental Energy transaction, and the duration, price, quantity and supplier in each such transaction.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
DATE EFFECTIVE	February 18, 2015
	Rank a. Tailes
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No	24	
	Original	SHEET NO.	34
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	59
RATES, TERI	MS AND CONDITIONS - SECTI	ON 2	

### CSR - Voluntary Price Curtailable Service Rider:

#### Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request.

### **Conditions of Service:**

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DAT	REEFFECTIVE
	sident and Chief Executive dutienve
Big Rivers Electric Corporation Issued by Authority of Orders of the Ruptic Service Commission in Case No.	on, 20, Third Street, Henderson, KY 42420 2011-00036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

[T]

[T]

	For All Territory Ser Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
BIS RIVERS	Original	SHEET NO.	52
Your Touchstone Energy' Cooperative مربعی (Name of Utility)	CANCELLING P.S.	C. KY. No.	24
(Name of Othiny)	Original	SHEET NO.	34
RATES, TERMS AN	ND CONDITIONS - SECTI	ON 2	

### CSR - Voluntary Price Curtailable Service Rider:

### Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to an individual customer ("CS Customer") capable of curtailing at least 1,000 kW of **[T]** load upon request.

### **Conditions of Service**:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark a. Tsiles
	Mark A. Bailey,

ISSUED BY: President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		
	Original	SHEET NO.	35
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	60
RATES, TERI	MS AND CONDITIONS - SECTI	ON 2	·

### CSR - Voluntary Price Curtailable Service Rider – (continued)

(5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider. [T]

[T]

- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

### **CS** Curtailment Profiles:

For each of its CS Customers, the Member Cooperatives shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE E	FECTIVE
ISSUED BY Big Rivers Electric Corporation, 2 Issued by Authority of Orders of the Public Service Commission in Case No. 2011	t and Chief Executive dependence inversion of the street, Henderson, KY 42420 Or 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
Big Rivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	53
Your Touchstone Energy* Cooperative Kt.	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	35

RATES, TERMS AND CONDITIONS - SECTION 2

### <u>CSR - Voluntary Price Curtailable Service Rider – (continued)</u>

### **Conditions of Service (***continued***):**

- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

### **CS Curtailment Profiles:**

For each of its CS Customers, the Member Cooperatives shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark a. Taika
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		and the second seco
	Original	SHEET NO.	36
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	23
(reame of Officy)	Original	SHEET NO.	62
RATES, TERMS	S AND CONDITIONS - SECTIONS	DN Ž	

### CSR - Voluntary Price Curtailable Service Rider - (continued)

(5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

### **Curtailed Demand and Energy:**

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands for each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customer's Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

### **Terms of Curtailment:**

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

### (1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.

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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF	ECTIVE Sentember 1, 2011
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ISSUED BY Mark A. Bailey, President	nd Chief Executive Artiger IVE
ig Rivers Electric Corporation, 20	Third Street, Henderson KY 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-000	036 dated November 17, 2071, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

[T]

	For All Territory Sen Cooperative's Trans		
RigRivers	P.S.C. KY. No.	25	
BIS RIVERS	Original	SHEET NO.	54
Your Touchstone Energy' Cooperative K (Name of Utility)	CANCELLING P.S.	C. KY. No.	24
	Original	SHEET NO.	36
DATES TEDMS AN	ND CONDITIONS - SECTI		

### CSR - Voluntary Price Curtailable Service Rider - (continued)

### **CS** Curtailment Profiles (*continued*):

(5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

**[T]** 

### **Curtailed Demand and Energy:**

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands for each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customer's Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

### **Terms of Curtailment:**

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

(1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark G. Railen
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

			For All Territory S Cooperative's Trar P.S.C. KY. No.		
			Original	SHEET NO 37	
		Corporation	CANCELLING P.	S.C. KY. No23	
(Nan	ne of Util	ity)	Original	SHEET NO62	
		RATES, TERMS AND	CONDITIONS - SECT	TION 2	·
<u>CSR - Vol</u>	<u>untary</u> (2)	Price Curtailable Service Rider		he established by Big	<b>[T]</b>
	(2)	Rivers.		be established by Dig	
	(3)	The Curtailment Price to be paid Curtailment Price shall be detern basis but in each case shall not b Price.	mined by Big Rivers	on a case by case	
	(4)	<ul> <li>The Member Cooperative shall specify:</li> <li>a. The demand in kW (Curduring the curtailment p Minimum Curtailable D</li> <li>b. The Maximum Curtailment purchased by the CS Curduring the the maximum Rivers to the Member C</li> </ul>	rtailable Demand) that beriod, which shall not bemand. thent Period Demand ( stomer during the cur mum hourly demand to	t will be curtailed t be less than the MCPD) to be tailment period, to be delivered by Big	
Curtailmen	ıt Savir	igs Payment:			<b>[T]</b>
	the pro	urtailment Savings Payment for ea oduct of the Curtailment Energy tin tive curtailment period.			
Monthly Sa	wings I	Payment:			<b>[T]</b>
	of the compu directl provid	tember Cooperative's Monthly Sav Curtailment Savings Payments for ited for Excess Energy. The Mont y to the Member Cooperative by c ed with each Monthly Savings Pay of CS Customer. This amount will	the calendar month, l hly Savings Payment heck or billing credit. ment showing the am	less any charges will be paid A Statement will be nounts attributable	
			PI	KENTUCKY JBLIC SERVICE COMMISSION	, ,
				JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF IS	SSUE	December 20, 2011	DATE EFFECTIVE	TARIEE BRANCH	
ISSUED BY		Wark A. Bail	ley, President and Chief	Executive Apple of INE	
Issued by Ai	uthority oj	Big Rivers Electric Co Orders of the Public Service Commission in	Case No. 2011-00036 dated /	reet, Henderson, KY 42420 Vovember 172011 Auto December 14, 201 RSUANT TO 807 KAR 5:011 SECTION 9 (1	

	For All Territory Ser Cooperative's Transp			
BigRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	55	
Your Touchstone Energy' Cooperative Kto	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO	37	
RATES, TERMS AND	CONDITIONS - SECTION	ON 2		

### <u>CSR - Voluntary Price Curtailable Service Rider – (continued)</u>

### **Terms of Curtailment (***continued*):

[T]

- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
  - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
  - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

### **Curtailment Savings Payment:**

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

### **Monthly Savings Payment:**

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A Statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts – Electric under Other Power Supply Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

DATE OF ISSUE
DATE EFFECTIVE

January 15, 2013 February 18, 2013

Lank a. Bailey

ISSUED BY: Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

		For All To Cooperati P.S.C. KY Origi	ve's Tran (, No.	erved By smission System 24 SHEET NO.	38	
Big Rivers E	lectric Corporation	CANCEL	LING P.S	.C. KY. No.	23	
(Name	of Utility)	Origi	nal	SHEET NO.	63	
	RATES, TERMS A	ND CONDITION	Ś – ŚĔĊŢ	IÓN 2		}
<u>CSR - Volu</u>	ntary Price Curtailable Service Rid	ler – (continued)	2			[T]
	Service's Uniform System of Acc Account 557 – Other Expenses, s cost is preserved.				enses,	
Charges for	Excess Energy:					<b>[T]</b>
	For any CS Customer whose Curt kW, should the Hourly Curtailed Demand in any hour of the curtail hour shall be the difference betwee the Curtailable Demand. There w whose Curtailable Demand is less any hourly Excess Demands. Any Excess Energy recorded duri 150% of the Curtailment Price, in standard applicable rate for electric Curtailed Demand is less than 759 not, at its discretion, allow such Co opportunities.	Demand be less to liment period, the sen the Hourly Cu vill be no Excess than 5,000 kW. ng a curtailment addition to the c ic service. For an % of their Curtail	than 75% n the Exc urtailed I Demand Excess period sh harges co y CS Cu lable Der	o of the Curtailable cess Demand for that Demand and 75% of for any CS Customer Energy is the sum of nall be charged at ontained in the stomer whose Hourly nand, Big Rivers may		
Term:					[	[ <b>T</b> ]
	Contracts under this Rider may be shall remain in effect thereafter ur days' written notice prior to the st discontinue service under the term	ntil either party p art of the next ye	rovides t	o the other at least 30		
Special Tern	ns and Conditions:				[	<b>T</b> ]
	CS Customer Information, includi shall remain confidential.	ng, but not limite	ed to, CS	Curtailment Profiles,		
			PL	KENTUCKY	VISSION	
				JEFF R. DEROUE EXECUTIVE DIRECT	N	

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DATE OF ISSUE Decembe	r 20, 2011	DATE EFI	ECTIVE	TARIFF BRANCH	
Manker Saile	/ 	······		_Bunt Kirtley	
ISSUED BY	Mark A. Bailey	, President a	ind Chief E	Executive Attractive	
	Big Rivers Electric Corp	oration, 201	Third Stre	et, Henderson, KY, 42420 wember 17, 2011, and December 14, 201	
Issued by Authority of Orders of the	ublic Service Commission in Ca	se No. 2011-00	<b>036 dated No</b> PUR:	vember 19201, and December 14, 201 SUANT TO 807 KAR 5:011 SECTION 9 (1	f <b>1.</b>  )

	For All Territory Ser Cooperative's Trans			
BigRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	56	
Your Touchstone Energy' Cooperative 🔨	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	38	
RATES, TERMS AND	CONDITIONS - SECTI	ON 2		

### CSR - Voluntary Price Curtailable Service Rider - (continued)

### **Charges for Excess Energy:**

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer whose Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer whose Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

### Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

### **Special Terms and Conditions:**

CS Customer Information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark C. Touly
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Set Cooperative's Trans P.S.C. KY. No.			
	Original	SHEET NO.	39	
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. No.		23	
(Name of Utility)	Original	SHEET NO.	64	11.00.000.000.000.000
RATES, TERMS A	ND CONDITIONS - SECTIONS	ON 2		****
<u>CSR - Voluntary Price Curtailable Service Ric</u>	der – ( <i>continued</i> )			(T)
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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE Mark & Tailey	EFFECTIVE Sentember 1 2011
ISSUED BY Mark A. Bailey, Preside Big Rivers Electric Corporation, Issued by Authority of Orders of the Public Service Commission in Case No. 201	ent and Chief Executive denties five

## **BIG RIVERS ELECTRIC CORPORATION**

# APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

**Present Tariff versus Proposed Tariff** 

PSC KY No. 24, Sheet No. 39

removed from

PSC KY No. 25

	For All Territory Set Cooperative's Trans P.S.C. KY. No.		
	Original	SHEET NO.	. 40
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	65
RATES, 1	TERMS AND CONDITIONS - SECTION	ON 2	******************
RRES - Renewable Resource Energy S	Service:		<b>[T</b> ]
Applicability:			<b>[T]</b>
Applicable in all territory served	d by Big Rivers' Member Cooperativ	ves.	
Availability:			T
this tariff rider to any Big Rivers at any Rural Delivery Point or L system under Rate Schedule RD subject to Big Rivers' general ru Commission of Kentucky. For p tariff rider, (i) the term "Renewa generated from solar, wind, ocea (ii) the term "biomass" means an or recurring basis, including ded production, wood waste and wood grasses, and agricultural crops), the waste materials (but not includin and fats and oils.	rvice is available in accordance with s' Member purchasing wholesale po arge Industrial Customer Delivery F S, Rate Schedule LIC or Rate Sched iles and regulations on file with the I purposes of this renewable resource able Resource Energy" means electri an, geothermal energy, biomass, or I ny organic material that is available licated energy crops, trees grown for od residues, plants (including aquation residues, fibers, animal wastes and on gunsegregated municipal solid was	wer for delivery Point on its Jule LICX, Public Service energy service ic energy andfill gas, and on a renewable energy c plants, other organic	<b>(T)</b>
<b>Conditions of Service:</b>			<b>[T]</b>
	nergy service availability is continge upply of Renewable Resource Energ Member Cooperative.		
	PUI	KENTUCKY BLIC SERVICE CON JEFF R. DEROU	IEN

		EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011	DATE EFFECTIVE Sentember 1 2011
marka	Bailey	Bunt Kistley
ISSUED BY	Mark A	A. Bailey, President and Chief Executive Approximation
	Big Rivers Electr	tric Corporation, 20 Third Street, Henderson, KY 42420 sion in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011.
Issued by Authority of	Orders of the Kublic Service Commissi	
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Served By Cooperative's Transmission System			
BigRivers	P.S.C. KY. No.	P.S.C. KY. No. 25		
ELECTRIC CORPORATION	Original	SHEET NO.	57	
Your Touchstone Energy "Cooperative Kt	CANCELLING P.S.	C. KY. No	24	
(Name of Utility)	Original	SHEET NO.	40	
RATES TERMS AN	ND CONDITIONS - SECTI	ON 2		

### **RRES - Renewable Resource Energy Service:**

### **Applicability:**

Applicable in all territory served by Big Rivers' Member Cooperatives.

#### **Availability:**

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Big Rivers' Member purchasing wholesale power for delivery at any Rural Delivery Point or Large Industrial Customer Delivery Point on its system under Standard Rate Schedule RDS, Standard Rate Schedule LIC or Standard Rate Schedule LICX, subject to Big Rivers' general rules and regulations on file with the Commission. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass" means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plant grasses, and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

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### **Conditions of Service:**

 Renewable Resource Energy service availability is contingent upon Big Rivers' ability to purchase a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member Cooperative.

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Mark a. Tailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Ser Cooperative's Trans		
	P.S.C. KY. No.	24	Charles
	Original	SHEET NO.	41
Big Rivers Electric Corporation	CANCELLING P.S.	С. КҮ. No.	23
(Name of Utility)	Original	SHEET NO.	66
RATES, TERMS	S AND CONDITIONS - SECTIONS	ON 2	

#### RRES - Renewable Resource Energy Service - (continued)

(2) Big Rivers will make Renewable Resource Energy service available to a Member to support a contract for Renewable Resource Energy service entered into between a Member and one of its retail members, and approved by Big Rivers. That contract must commit the Member to sell, and the retail member to buy, Renewable Resource Energy in a specified number of 100 kWh blocks per month for a period for not less than one year. Upon approval of the contract by Big Rivers, the purchase and payment obligations of the retail member stated in that contract (less any retail mark-up of the Member) will become the wholesale take-or-pay obligation of the Member to Big Rivers, until (i) the retail member contract expires by its own terms, or (ii) the termination date for the contract of the retail member specified in a written notice from the Member to Big Rivers, which date is a date no earlier than the date on which the written notice from the Member is received by Big Rivers.

#### Monthly Rate:

The monthly rate for Renewable Resource Energy is the rate in the rate schedule under which the Member is purchasing electricity for its retail member who contracts to purchase Renewable Resource Energy, except that the energy rate is: \$5.50 per 100 kWh block (\$0.055 per kWh), subject to any adjustment, surcharge or surcredit that is or may become applicable under that wholesale rate schedule. This rate charged to a Member for a kWh of Renewable Resource Energy is in lieu of the energy rate that would otherwise be applicable to that energy purchase under Rate Schedule RDS, Rate Schedule LIC or Rate Schedule [T] LICX. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kWh delivered to that Member in that month. [T]

### **Billing:**

Sales of Renewable Resource Energy are subject to the terms of service and payment of the wholesale rate schedule under which Renewable Resource Energy is purchased.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE I	TARIFF BRANCH
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ISSUED BY Mark A. Bailey, Preside	nt and Chief Executive Cottoger IVE
Big Rivers Electric Corporation,	20 Third Street, Henderson KY 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011	-00036 dated November 17, 2011 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Ser Cooperative's Trans			
BigRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	58	
Your Touchstone Energy Cooperative	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	41	
RATES, TERMS AND	CONDITIONS - SECTI	ON 2		

### <u>**RRES - Renewable Resource Energy Service –** (continued)</u>

### **Conditions of Service** (*continued*):

(2) Big Rivers will make Renewable Resource Energy service available to a Member to support a contract for Renewable Resource Energy service entered into between a Member and one of its retail members, and approved by Big Rivers. That contract must commit the Member to sell, and the retail member to buy, Renewable Resource Energy in a specified number of 100 kWh blocks per month for a period for not less than one year. Upon approval of the contract by Big Rivers, the purchase and payment obligations of the retail member stated in that contract (less any retail mark-up of the Member) will become the wholesale take-or-pay obligation of the Member to Big Rivers, until (i) the retail member contract expires by its own terms, or (ii) the termination date for the contract of the retail member specified in a written notice from the Member to Big Rivers, which date is a date no earlier than the date on which the written notice from the Member is received by Big Rivers.

### **Monthly Rate:**

The monthly rate for Renewable Resource Energy is the rate in the rate schedule under which the Member is purchasing electricity for its retail member who contracts to purchase Renewable Resource Energy, except that the energy rate is: \$5.50 per 100 kWh block (\$0.055 per kWh), subject to any adjustment, surcharge or surcredit that is or may become applicable under that wholesale rate schedule. This rate charged to a Member for a kWh of Renewable Resource Energy is in lieu of the energy rate that would otherwise be applicable to that energy purchase under Standard Rate Schedule LIC or Standard Rate Schedule LICX. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kWh delivered to that Member in that month.

#### **Billing:**

Sales of Renewable Resource Energy are subject to the terms of service and payment of the wholesale rate schedule under which Renewable Resource Energy is purchased.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
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ISSUED BY:	Mark A. Bailey, President and Chief Executiv orporation, 201 Third Street, Hen	

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	For All Territory Ser Cooperative's Trans P.S.C. KY. No.			
	Original	SHEET NO.	42	
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	CANCELLING P.S.C. KY. No.		
(Name of Ounty)	Original	SHEET NO.	67	
RATES, TER	MS AND CONDITIONS SECTIONS	ON 2		
<u> RRES - Renewable Resource Energy Ser</u>	vice – (continued)			(T)
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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY Mark A. Bailey, Preside Big Rivers Electric Corporation, Issued by Authority of Orders of the Public Service Commission in Case No. 201	nt and Chief Executive Anticerity

### **BIG RIVERS ELECTRIC CORPORATION**

# APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

### **Present Tariff versus Proposed Tariff**

PSC KY No. 24, Sheet No. 42

removed from

PSC KY No. 25

		Manager and the Control of the Contr	
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	43
	CANCELLING P.S.	C. KY. No.	23
	Original	SHEET NO.	68
RATES, TER	MS AND CONDITIONS - SECTIONS	ON 2	

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# RRES - Renewable Resource Energy Service - (continued)

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	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFF Mult Co. Tailey	ECTIVE
ISSUED BY Mark A. Bailey, President a Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Rublic Service Commission in Case No. 2011-00	and Chief Executive UpficenVE Third Street, Henderson, KY 42420 036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## **BIG RIVERS ELECTRIC CORPORATION**

## APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

**Present Tariff versus Proposed Tariff** 

PSC KY No. 24, Sheet No. 43

removed from

PSC KY No. 25

			d By ssion System 24		-
	Origi	nal	SHEET NO.	44	-
Big Rivers Electric Corporation	CANCEL	LING P.S.C.	KY. No.	23	-
(Name of Utility)	Origi	nal	SHEET NO.	69	~
RATES, TERMS AND C	ONDITIONS	S – SECTIÓN	12		-
RA - Rebate Adjustment:				r)	ſ]
Applicability:					
Applicable in all territory served by Big Rivers	s' Member (	Cooperatives	5.		
Availability:					
Available pursuant to Section 3 (Discount Adj following Big Rivers standard rate schedules: Customer, and (iii) Large Industrial Customer under Rate Schedule LIC.	(i) Rural De	livery Servi	ice, (ii) Large Indu	Istrial	[]   
Definitions:					
Please see Section 4 for definitions common to	all tariffs.		,	<b>[</b> T]	[]
"Smelters" are the aluminum reduction facilitie and Century Aluminum of Kentucky General F Wholesale Smelter Agreements.					
"Smelter Agreements" are the two Wholesale I as of July 1, 2009, between Big Rivers and Ker to a Smelter.				[T	<b>`</b> ]
Rebate Adjustment:					
In the event that there is a Rebate to the Smelte of the Smelter Agreements, then Big Rivers, su Directors, may request Kentucky Public Servic authorization to provide a cash rebate to its Me The amount of a Rebate Adjustment, if any, wi order of the Commission. The Rebate Adjustm	ibject to app ce Commissi embers pursu ill be the am	roval from i on ("Comm ant to of Kl ount approv	its Board of ission") RS 278.455(1). ed by	T	
			KENTUCKY		
			IC SERVICE CON JEFF R. DEROL EXECUTIVE DIREC	JEN	
			TARIFF BRANCH		

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			EX	ECUTIVE DIF	RECTOR
DATE OF ISSUE	December 20, 2011	DATE EFI	ECTIVE _ ?	TARIFF BRAI	NCH
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ISSUED BY	T	Mark A. Bailey, President	nd Chief Execu	tive Extractiv	Е <sup>к</sup>
	<b>big Riv</b>	ers Electric Corporation, 20	Third Street, H	lenderson KY	42420
Issued by Authority of (	Orders of the Public Service	Mark A. Bailey, President : ers Electric Corporation, 20 commission in Case No. 2011-00	036 dated Novembe PURSUAN	er 17, 2011, and T TO 807 KAR 5:0	December 14, 2011. 011 SECTION 9 (1)

	For All Territory Se Cooperative's Trans		
Big Rivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	59
Your Touchstone Energy Competative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	44

### **RA - Rebate Adjustment:**

### **Applicability:**

Applicable in all territory served by Big Rivers' Member Cooperatives.

### Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this [T] tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

### **Rebate Adjustment:**

In the event that there is a Rebate to the Smelters during a fiscal year under Section 4.9 of the Smelter Agreements, then Big Rivers, subject to approval from its Board of Directors, may request Commission [T] authorization to provide a cash rebate to its Members pursuant to of KRS 278.455(1). The amount of a Rebate Adjustment, if any, will be the amount approved by the order of the Commission. The Rebate Adjustment will be provided as a lump-sum credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
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ISSUED BY: Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	45
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	
RATES, TER	MS AND CONDITIONS - SECTI	ON 2	

### RA - Rebate Adjustment - (continued)

credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by allocating the total rebate amount to each Member system on the basis of total Unadjusted Billing Revenues received from each Member during the fiscal year for which the rebate amount was established. Unadjusted Billing Revenues shall equal the total of all bills issued to Members for service under Rate Schedules [T] RDS, LIC, LICX (but only to the extent of service priced under Rate Schedule LIC), and RRES. Big Rivers will apply to the Commission for authorization to provide a rebate to Members within six months after the end of the fiscal year. The rebate would then be provided to Members upon receipt of Commission approval.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	TARIFF BRANCH
Mark Ce. 1 Soulan	Bunt Kirtley
ISSUED BY Hig Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	nd Chief Executive de Haver IVE Third Street, Henderson, KY 42420 036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	60
	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	45
RATES TERMS A	ND CONDITIONS – SECTI	ON 2	

### RA - Rebate Adjustment - (continued)

### **Rebate Adjustment (***continued***):**

allocating the total rebate amount to each Member system on the basis of total Unadjusted Billing Revenues received from each Member during the fiscal year for which the rebate amount was established. Unadjusted Billing Revenues shall equal the total of all bills issued to Members for service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, Standard Rate Schedule LICX (but [T] only to the extent of service priced under Standard Rate Schedule LIC), and RRES. Big Rivers will [T] apply to the Commission for authorization to provide a rebate to Members upon receipt of Commission approval.

**[T]** 

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Mark C. Railey	
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

ustomer Expansion ively), and to the elters under the two	SHEET NO. <u>46</u>	(T) (T) (T) (T) (T) (T)
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DITIONS – SECTIO datory to the Ru ustomer Expansio ively), and to the elters under the tw	ural Delivery Service, Large on Standard Rate Schedules FAC and the Non-FAC PPA	[T] [T] [T]
idatory to the Ru ustomer Expansio ively), and to the elters under the tw	ral Delivery Service, Large on Standard Rate Schedules FAC and the Non-FAC PPA	[T] [T] [T]
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tween Big Rivers	and Kenergy with respect to	5023
		[T]
		[T][N
/Jurisdictional R(n	n)	
ge Factor	D/kWh	
		[T]
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AS		
	KENTLICKY	-fFh
ental projects adjust al, spare-parts-inve	LIC SERVICE COMMISSION	
DATE EFFECTIVE	Bunt Kintley	
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	ased on a percent of the costs in the base /Jurisdictional R(n arge Factor ge Factor Factor of \$0.00000 nmental compliant nt expense month a ental projects adjus tal, spa e parts inve te inventory; DATE EFFECTIVE residen and Chief E ation, 201 Third Stat	tween Big Rivers and Kenergy with respect to         ased on a percent of revenues equal to the         ce costs in the base period and in the         /Jurisdictional R(m)         arge Factor         ge Factor         Factor of \$0.00000/kWh         nmental compliance plan revenue         nt expense month and R(m) is the revenue for         AS         KENTUCKY         iance Rate Base, defined as electric plant in         metal projects adjusted F5Facultion         tal, space parts inventory, and timestone         tal, space parts inventory, and timestone         tal, space parts inventory, and timestone         DATE FFECTIVE       Bund Hully

	For All Territory Ser Cooperative's Trans		
Big Rivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	61
Your Touchstone Energy Cooperative	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	First Revised	SHEET NO.	46

### **ES - Environmental Surcharge:**

### **Applicability:**

To all Big Rivers' Members.

### Availability:

The Environmental Surcharge ("ES") is mandatory to Standard Rate Schedule RDS, Standard Rate [T] Schedule LIC, and Standard Rate Schedule LICX, and to the FAC and the Non-FAC PPA [T] adjustment clauses, including service to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters.

### Rate:

The ES shall provide for monthly adjustments based on a percent of revenues equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

CESF = Net Jurisdictional E(m)/Jurisdictional R(m)

MESF = CESF - BESF

MESF = Monthly Environmental Surcharge Factor CESF = Current Environmental Surcharge Factor BESF = Base Environmental Surcharge Factor (presently equal to zero)

**[T]** 

Where E(m) is the total of each approved environmental compliance plan revenue requirement of environmental costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.

### **Definitions**:

(1) E(m) = [(RB/12)(RORORB)] + OE - BAS

Where:

(a) RB is the Environmental Compliance Rate Base, defined as electric plant in service for applicable environmental projects adjusted for accumulated depreciation, cash working capital, spare parts inventory, and limestone inventory, and emission allowance inventory;

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	prava G. Tailey	
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Ser Cooperative's Trans P.S.C. KY. No.			
	First Revised	SHEET NO.	47	
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	_24	
(Name of Utility)	Original	SHEET NO.	47	
RATES, TEI	RMS AND CONDITIONS - SECTION	ON 2		
<u>ES - Environmental Surcharge (co</u>	<u>ntinued)</u>			
Definitions (continued):				<b>[T]</b>

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	(b)	RORORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a Times Interest Earned Ratio of 1.24;	[T] ↓ ▼
	(c)	OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and	<b>[T]</b>
	(d)	BAS is the net proceeds from By-Products and Emission Allowance Sales.	<b>[T]</b>
(2)	at Ju total curre	al E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive urisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the 12-month I revenue from sales to Members to which the ES will be applied ending with the ent expense month, divided by the 12-month total revenue from sales to Members off-system sales for the current expense month.	
(3)	auto Surc	revenue R(m) is the average monthly revenue, including base revenues and omatic adjustment clause charges or credits less Environmental Cost Recovery charge revenues, for Big Rivers for the twelve months ending with the current ense month.	
(4)	[T] Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Public Service Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m).		
(5)		current expense month (m) shall be the second month preceding the month in ch the ES is billed.	[1]
		KENTUCKY PUBLIC SERVICE COMMISS	ION
		JEFF R. DEROUEN	
DATE OF ISSU	E	October 4, 2012 DATE EFFECTIVE October 1, 2012	
ISSUED BY	<u>~./</u>	Mark A. Bailey, President and Chief Exect Linthen	
Ĭscu	ed by A	Big Rivers Electric Corporation, 201 Third Street, June 7 10000	
(5) DATE OF ISSU Mark L ISSUED BY	Serv The whice E	Vice Commission, a Prior Period Adjustment to arrive at Net Jurisdictional E(m). current expense month (m) shall be the second month preceding the month in ch the ES is billed. KENTUCKY PUBLIC SERVICE COMMISS JEFF R. DEROUEN EXECUTIVE DIRECTOR October 4, 2012 DATE EFFECTIVE October 1, 2012 Mark A. Bailey, President and Chief Exect August Audulu	[T]

10/1/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

BigBirorg	For All Territory Ser Cooperative's Trans P.S.C. KY. No.		
Big Rivers	Original	SHEET NO.	62
Your Touchstone Energy' Cooperative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	First Revised	SHEET NO.	47
RATES, TERMS AN	D CONDITIONS - SECTION	ON 2	

### ES - Environmental Surcharge - (continued)

### **Definitions** (continued):

- (b) RORORB is the Rate of Return on the Environmental Compliance Rate Base, designated as the average cost of debt for environmental compliance plan projects approved by the Commission plus application of a Times Interest Earned Ratio of 1.24;
- (c) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans; and
- (d) BAS is the net proceeds from By-Products and Emission Allowance Sales.
- (2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Jurisdictional E(m). The Jurisdictional Allocation Ratio is the ratio of the 12-month total revenue from sales to Members to which the ES will be applied ending with the current expense month, divided by the 12-month total revenue from sales to Members and off-system sales for the current expense month.
- (3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause charges or credits less Environmental Surcharge revenues, for Big Rivers for [T] the twelve months ending with the current expense month.
- (4) Jurisdictional E(m) is adjusted for Over/(Under) Recovery and, if ordered by the Commission, a [T] Prior Period Adjustment to arrive at Net Jurisdictional E(m).
- (5) The current expense month (m) shall be the second month preceding the month in which the ES is billed.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark G. Boiley
ISSUED DV.	Mark A. Bailey,

ISSUED BY: President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

					rved By mission System 24		
			Orig	inal	SHEET NO.	48	
Big Rivers E			CANCEL	LING P.S	.C. KY. No.	23	
(Name	of Utility)		First R	evised	SHEET NO.	73	
		RATES, TERMS	AND CONDITION	Ś – SEĆTI	ION 2		
FAC - Fuel A	Adjustn	nent Clause:					<b>[T</b> ]
Applicability		······································					6 cm )
. 10 81	i Big Ki	vers' Members.					<b>[</b> T]
River Who River Supp (1)	rs to its I lesale El rs and K lementa The I cost o [F(b) produ prece Wher and S 5:056	e "F" is the expense of foss is sales in the base (b) and all defined below:	Energy sales to the each dated as of J ice by Kenergy to s to the Smelters u odic adjustment pe e or below the bas y charges shall be uring the current m C factor is defined $\frac{(m) - F(b)}{(m)}$ m) S(b) sil fuel in the base I current (m) perio	Smelters uly 1, 200 the Smelt ander thos r kWh of se unit cos increased nonth and below: (b) and c ds as defi	under the two 09, between Big ters but excluding e two Agreements. sales when the unit at of \$0.020932 per kW or decreased by the the FAC factor for the urrent (m) periods; ned in 807 KAR		<b>[I]</b>
(2)	(a)	cost (F) shall be the most re Fossil fuel consumed in fossil and nuclear fuel co the cost of fuel which we generation or transmissio substitute generation, ph	the utility's own p onsumed in jointly ould have been us on outages, but les	plants, and owned o ed in plan ss the cost	I the utility's share of r leased plants, plus its suffering forced		
					EXECUTIVE DIRECT		
DATE OF ISS	UE	December 20, 2011	DATE EF	FECTIVE	TARIFF BRANCH		
MARKED DV	a.	1 Sauly	Dellas Devila		Bunt Kistley		
ISSUED BY Issued by Auth	narity of O	Mark A Big Rivers Elect rders of the Public Service Commiss	ric Corporation, 201	Third Str 036 dated N	Executive Entropy 1/1/E eet, Henderson, KY 4242 ovember 17,2011, and Decem RSUANT TO 807 KAR 5:011 SE	ber 14, 2011.	

	For All Territory Ser Cooperative's Transi		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	63
	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	48

### FAC - Fuel Adjustment Clause:

### **Applicability:**

To all Big Rivers' Members.

### Availability:

The Fuel Adjustment Clause ("FAC") is a mandatory rider to all wholesale sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters but excluding Supplemental and Back-Up Energy sales to the Smelters under those two Agreements.

### Rate:

The FAC shall provide for periodic adjustment per kWh of sales when the unit cost of fuel [F(m)/S(m)] [T] is above or below the base unit cost of \$0.020932 per kWh [F(b)/S(b)]. The current monthly charges shall be increased or decreased by the product of the kWh furnished during the current month and the FAC factor for the preceding month where the FAC factor is defined below:

FAC Factor = 
$$\frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all defined below:

[T] [T]

**[T]** 

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

- (1) Fuel cost (F) shall be the most recent actual monthly cost of:
  - (a) Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, *plus*

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013		
Mark E. T Erila			
ISSUED BY: Big Rivers Electric C	Mark A. Bailey, President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420		

For All Territory Served By Cooperative's Transmission System			
P.S.C. KY. No. 24			
Original	SHEET NO.	49	
CANCELLING P.S	.C. KY. No.	23	
Original	SHEET NO.	74	
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S	Cooperative's Transmission System P.S.C. KY. No24OriginalSHEET NO CANCELLING P.S.C. KY. No	

### FAC - Fuel Adjustment Clause - (continued)

(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus

- (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
- (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through intersystem sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
- (e) All fuel costs shall be based on weighted average inventory costing.
- (3) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.
- (4) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with numbed storage operations less (v) inter-system sales referred to

ussociated with pumped storage operations, iess (v	PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	ECTIVEBunt Kirtley
ISSUED BY Mark A. Bailey, President Dig Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	nd Chief Executive defineer IVE Third Street, Henderson, KY, 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

D:D:	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 25		
BIS RIVERS	Original	SHEET NO	64
Your Touchstone Energy' Cooperative Kt	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	49
BATES TERMS AND	CONDITIONS - SECTION	ON 2	

### FAC - Fuel Adjustment Clause - (continued)

### **Definitions** (continued):

(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, *plus* 

**[T]** 

- (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and <u>less</u>
- (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
- All fuel costs shall be based on weighted average inventory costing.
- (2) Forced outages are all non-scheduled losses of generation or transmission which require substitute [T] power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.
- (3) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy [T] sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of:

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
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ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No 24		
	Original	SHEET NO.	50
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	<u>23</u>
(Name of Utility)	Original	SHEET NO.	
DATES TED	Original MS AND CONDITIONS - SECTION		HEET NO

### FAC - Fuel Adjustment Clause - (continued)

in subsection (2)(d) above, less (vi) total system losses. Utility-used energy shall not be excluded in the determination of sales (S).

- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (6) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	Bunt Kirtley
ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-06	Ind Chief Executive Bartive Five Third Street, Henderson, KY 42420 036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Served By Cooperative's Transmission System			
Big Rivers	P.S.C. KY. No. Original	25	65	
Your Touchstone Energy' Cooperative Kt	CANCELLING P.S.C. KY. No.		24	<u></u>
	Original	SHEET NO.	50	
RATES, TERMS AN	ID CONDITIONS – SECTI	ON 2		
FAC - Fuel Adjustment Clause – (continued)				
Definitions (continued):				[ <b>T</b> ]

**[T]** 

**[T]** 

(i)	generation,	<u>plus</u>

- (ii) purchases, <u>plus</u>
- (iii) interchange in, *less*
- (iv) energy associated with pumped storage operations, less
- (v) inter-system sales referred to in subsection (2)(d) above, *less*
- (vi) total system losses.

Utility-used energy shall not be excluded in the determination of sales (S).

- (4) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (5) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013		
	nack G. Tonley		
	Mark A Bailey		
ISSUED BY:	Mark A. Bailey, President and Chief Executive Office		
Big Rivers Electric Co	prporation, 201 Third Street, Henderson, KY 42	420	

	For All Territory Ser Cooperative's Trans		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	51
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.C. KY. No.		23
	Original	SHEET NO.	76
RATES, TE	ERMS AND CONDITIONS - SECTI	ON 2	

Applicable in all territory served by Big Rivers' Member Cooperatives.

### Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC, provided that the MRSM shall terminate on the first day of the month following the month in which the balance in the RER Fund (as described in the Rural Economic Reserve Rider) equals zero.

[T]

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

### Member Rate Stability Mechanism:

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the [T] effect of billing the FAC and Environmental Surcharge to non-Smelter sales, after taking into account the credits received from the Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The [T] MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and

			KENTUCKY PUBLIC SERVICE COMMISSION
		-	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011	DATE E	FFECTIVE Brint Kintley
ISSUED BY	Mark A. Bail Big Rivers Electric Co	rnoration 20	and Chief Executiver@fboorve 1 Third Street, Henderson K V 42420 0036 dated November 77, 2017, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Served By Cooperative's Transmission System			
Right	P.S.C. KY. No.	25		
Big Rivers Electric corporation	Original	SHEET NO.	66	
Your Touchstone Energy' Cooperative	CANCELLING P.S.C. KY. No.		24	
(Name of Utility)	Original	SHEET NO.	51	
RATES, TERMS AND	CONDITIONS - SECTI	ON 2		

### MRSM – Member Rate Stability Mechanism

### **Applicability:**

Applicable in all territory served by Big Rivers' Member Cooperatives.

### Availability:

[**T**] Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, provided that this MRSM shall terminate on the first day of the month following the month in which the balance in the Rural Economic Reserve Fund (as described in the RER rider) equals zero.

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

### **Member Rate Stability Mechanism:**

Big Rivers has established an Economic Reserve of \$157 million, which will be used to offset the effect of billing the FAC and ES to non-Smelter sales, after taking into account the credits received from the [T] Unwind Surcredit and the Rebate Adjustment. The Economic Reserve is established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the monthly impacts of the FAC and ES on each non-Smelter Member's bill, net of the credits received **[T]** under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar

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**[T]** 

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	Mark G. To	si br

Mark A. Bailey, **ISSUED BY:** President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.		
	Original	SHEET NO.	52
Big Rivers Electric Corporation	CANCELLING P.S.	.C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	77
RATES, TERM	MS AND CONDITIONS - SECTI	ON 2 .	

#### MRSM - Member Rate Stability Mechanism - (continued)

Environmental Surcharge on each non-Smelter Member's bill, net of the credits received under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar impact of billings under the FAC and Environmental Surcharge less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the Expense Mitigation Adjustment (EMA) which is defined below. The amount of the (MRSM) credit provided to each member system during a month will each equal (i) the total amount of FAC charges billed to the member during the month, plus (ii) the total dollar amount of Environmental Surcharge charges billed to the member during the month, less (iii) the total dollar amount of the Unwind Surcredits credited to the member during the month, less (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current **[T]** month or during any of the 11 preceding months, *less* (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) charged to the member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero. **[T]** 

**[T]** 

## Expense MITIGATION FACTOR (EMF) AND ADJUSTMENT (EMA)

The EMF shall be the following:

I.	\$0.000 per kWh for the first twelve (12) months following July 17, 2009;	[ <b>T</b> ]
II.	\$0.002 per kWh for months 13 through 24 following July 17, 2009;	
III.	\$0.004 per kWh for months 25 through 36 following July 17, 2009;	
IV.	\$0.006 per kWh for months 37 through 48 following July 17, 2009;	
V.	\$0.007 per kWh for months 49 through 60 following July 17, 2009; and	
VI.	\$0.009 per kWh for months 61 through the termination of this MRSM tariff.	Ļ

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EFI	ECTIVE Sentember 1 2011 Runt Kirtley
Big Rivers Electric Corporation, 20	nd Chief Executive Articerive Third Street, Henderson, KY 42420
Issued by Authority of Orders of the Hablic Service Commission in Case No. 2011-00	036 dated November 17,209 4 And December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	67
Your Touchstone Energy' Cooperative	CANCELLING P.S.C. KY. No.		24
(Name of Utility)	Original	SHEET NO.	52
RATES, TERMS AN	ND CONDITIONS - SECTI	ON 2	
MRSM – Member Rate Stability Mechanism –	(continued)		

## Member Rate Stability Mechanism (continued):

impact of billings under the FAC and ES <u>less</u> the total dollar amounts received under the Unwind [T] Surcredit, <u>less</u> a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, <u>less</u> the Expense Mitigation Adjustment ("EMA") which is defined below. [T]

**[T]** 

**[T]** 

**[T]** 

The amount of the MRSM credit provided to each Member during a month will each equal [T]

- (i) the total amount of FAC charges billed to the Member during the month, *plus*
- (ii) the total dollar amount of ES charges billed to the Member during the month, *less*
- (iii) the total dollar amount of the Unwind Surcredits credited to the Member during the month, <u>less</u>
- (iv) one-twelfth (1/12) of any rebates provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, *less*
- (v) the total dollar amount of the EMA charged to the Member during the month; provided that [T] the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be zero.

## Expense Mitigation Factor ("EMF") and Expense Mitigation Adjustment ("EMA"):

The EMF shall be the following:

- I. \$0.000 per kWh for the first twelve (12) months following July 17, 2009;
- II. \$0.002 per kWh for months 13 through 24 following July 17, 2009;
- III. \$0.004 per kWh for months 25 through 36 following July 17, 2009;
- IV. \$0.006 per kWh for months 37 through 48 following July 17, 2009;
- V. \$0.007 per kWh for months 49 through 60 following July 17, 2009; and
- VI. \$0.009 per kWh for months 61 through the termination of this MRSM tariff.

DATE EFFECTIVE	February 18, 2013			
1	nark a. Tail	2y		
ISSUED BY:	Mark A. Bailey, President and Chief Executive proporation, 201 Third Street, Hend			

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		-
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	53
	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	78
PATES TER	MS AND CONDITIONS - SECTI	ON 2	

## MRSM - Member Rate Stability Mechanism - (continued)

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales to which this tariff applies for the current expense month. The EMF and EMA will expire after both the Economic Reserve and the Rural Economic Reserve funds have been exhausted.

**[T]** 

If any portion of FAC or Environmental Surcharge costs are transferred to or from base rates after July 17, [T] 2009, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

The MRSM adjustment shall be no longer applicable once the Economic Reserve is exhausted, but the MRSM shall remain a schedule in this tariff until the RER Fund is depleted, as described in the "Availability" section of this schedule. During the last month of the MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and Environmental Surcharge charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the EMA as applicable. [T]

			KENTUCKY PUBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011	DATE EF	ECTIVE Santambar 1 2011
ISSUED BY Issued by Authority of	Mark A. Big Rivers Electric Orders of the Public Service Commission	Bailey, President : Corporation, 201 in Case No. 2011-00	nd Chief Executive erifice iVE Third Street, Henderson, KY 42420 036 dated November 1 2011 and December 14, 2011.
			PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Sea Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
	Original	SHEET NO.	68
	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	53
RATES, TERMS AN	ND CONDITIONS - SECTI	ON 2	

## MRSM - Member Rate Stability Mechanism - (continued)

## Expense Mitigation Factor ("EMF") and Expense Mitigation Adjustment ("EMA") (continued): [T]

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales to which this tariff applies for the current expense month. The EMF and EMA will expire after both the Economic Reserve and the Rural Economic Reserve funds have been exhausted.

If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the **[T]** MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

The MRSM adjustment shall be no longer applicable once the Economic Reserve is exhausted, but the MRSM shall remain a schedule in this tariff until the Rural Economic Reserve Fund is depleted, as [T] described in the "Availability" section of this schedule. During the last month of this MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and ES charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the EMA as applicable.

DATE OF ISSUE January 15, 2013 DATE EFFECTIVE February 18, 2013 Mark a. Taile

ISSUED BY: Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Ser Cooperative's Trans P.S.C. KY. No.	ved By nission System 24	
	Original	SHEET NO.	54
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	23
(Name of Othiny)	Original	SHEET NO.	79
RATES, TERM	IS AND CONDITIONS - SECTION	ON 2	

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MRSM - Member Rate Stability Mechanism - (continued)

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		KENTUCKY PUBLIC SERVICE COMMISSION
		JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, Marka Sarley	, <u>2011</u> DATE EF	-D 1 V. H.
ISSUED BY	Mark A. Bailey, President ig Rivers Electric Corporation, 20	and Chief Executive and Chief Executive and Chief Executive and the second street, Henderson, KY 42420 Third Street, Henderson, KY 42420 036 dated November 19 2001 Canil December 14, 2011.
Issued by Authority of Orders of the Public	: Service Commission in Case No. 2011-0	036 dated November 14 2011 Addit December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## **BIG RIVERS ELECTRIC CORPORATION**

# APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

# **Present Tariff versus Proposed Tariff**

PSC KY No. 24, Sheet No. 54

removed from

PSC KY No. 25

	For All Territory Se Cooperative's Trans		
	P.S.C. KY. No.	. 24	
	Original	SHEET NO.	55
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	.C. KY. No.	23
	Original	SHEET NO.	80

## **US**-Unwind Surcredit:

#### **Applicability:**

Available pursuant to Section 3 (Discount Adjustment) of this tariff for all service under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

**[T]** 

**[T]** 

**[T]** 

[T]

#### Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

### **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

#### **Determination of the Unwind Surcredit:**

(1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF Marke Bailey	ECTIVE Sentember 1 2011
ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	Ind Chief Executive Armeerike

Big Rivers Electric corporation	
Your Touchstone Energy' Cooperative K	
(Name of Utility)	

For All Territory Served By Cooperative's Transmission System			
P.S.C. KY. No.	25		
Original	SHEET NO.	69	
CANCELLING P.S.O	C. KY. No.	24	
Original	SHEET NO.	55	

## **RATES, TERMS AND CONDITIONS – SECTION 2**

## **US - Unwind Surcredit:**

## **Applicability:**

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this [T] tariff for all service under the Standard Rate Schedule RDS, Standard Rate schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC.

## Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers under the Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard [T] Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. The [T] funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

## **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

## **Determination of the Unwind Surcredit:**

(1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

US = Surcredit + Actual Adjustment + Balance Adjustment

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	nark G. Pailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No. Original	24SHEET NO.	56
Big Rivers Electric Corporation	CANCELLING P.S.	.C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	81

[**T**]

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# US-Unwind Surcredit - (continued)

	US = Surcredit + Actual Adjustment + Balance Adjustment	[T]
	Where Surcredit is the per kWh factor calculated by dividing (a) the estimated Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) by (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.	
	Actual Adjustment is an adjustment which compensates for the difference between (a) the amount returned to Members through the application of the Surcredit factor and (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be re-determined annually with an effective date of April 1 of each calendar year.	
	Balance Adjustment is an adjustment that compensates for any over-or-under- recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.	
(2)	The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.	
(3)	year made at wholesale by Big Rivers to its Members under Big Rivers' standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate	[T] [T] [T]
(4)	The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted JBLIC SERVICE COMMISSION	
	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISS	UE December 20, 2011 DATE EFFECTIVE	_
ISSUED BY	Mark A. Bailey, President and Chief Executive Difficence	
	bority of Orders of the Public Service Commission in Case No. 2011-07036 dated November 17, 2017, and December 14, 2011, PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	a a se anna a seasanna

	For All Territory Ser Cooperative's Trans			
Big Rivers ELECTRIC CORPORATION	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO	70	
Your Touchstone Energy' Cooperative 🔨	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO.	56	
RATES, TERMS AND	OCONDITIONS - SECTION	ON 2		

## US-Unwind Surcredit - (continued)

## **Determination of the Unwind Surcredit (***continued***):**

Where Surcredit is the per kWh factor calculated by <u>dividing</u> (a) the estimated Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) <u>by</u> (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.

**[T]** 

Actual Adjustment is an adjustment which compensates for the <u>difference between</u> (a) the amount returned to Members through the application of the Surcredit factor <u>and</u> (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be redetermined annually with an effective date of April 1 of each calendar year.

Balance Adjustment is an adjustment that compensates for any over-or-under-recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales ("NSS") shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.
- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark G. Barley
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Ser Cooperative's Trans P.S.C. KY. No.		
	Original	SHEET NO.	57
Big Rivers Electric Corporation	CANCELLING P.S.	C. KY. No.	23
(Name of Utility)	Original	SHEET NO.	82
ŘATES, TEŘ	RMS AND CONDITIONS - SECTION	ON 2	

#### **Applicability:**

Applicable in all territory served by Big Rivers' Member Cooperatives.

## Availability:

Available pursuant to Section 3 (Discount Adjustment) of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points served under [T] Rate Schedule RDS. [T]

## **Definitions:**

"Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]

**[T]** 

#### **RER Adjustment:**

Big Rivers has established a Rural Economic Reserve ("RER") regulatory liability account of [T] \$60,855,790.94 ("RER Fund") which will be used to credit the bills rendered to the Rural [T] Customers pursuant to the Commission's Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest and is and will be invested in interest bearing U.S. Treasury notes.

The Rural Economic Reserve Rider will draw on the RER Fund to mitigate the monthly impacts [T] of the FAC and Environmental Surcharge on each Rural Member's bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and Environmental Surcharge <u>less</u> the total dollar amounts received under the Unwind Surcredit, <u>less</u> a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, <u>less</u> the Expense Mitigation Adjustment (EMA) defined in the Member Rate Stability Mechanism. The amount of the Rural Economic Reserve Rider credit provided to each member system during the month will equal (i) the total amount of FAC charges associated with the RDS billed to the member during the month, plus (ii) the total collar amount of the Environmental Surcharge associated with the RURS store with the Rural Delivery Service Bate Mice COMMUNCION

			FURTHER OF SERVICE CONNINISSION	
			JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE	December 20, 2011	DATE EF	FECTIVE	
Marklel	Spiley		Bunt Kirtley	
ISSUED BY	Mark A.	Bailey, President	and Chief Executive setucenve	
	Big Rivers Electric	Corporation, 20	Third Street, Henderson, KY 42420	
Issued by Authority of	Orders of the Public Service Commission	n in Case No. 2011-0	036 dated November 17, 2017, and December 14, 2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

	For All Territory Ser Cooperative's Transr	
BigRivers	P.S.C. KY. No.	25
FLECTRIC CORPORATION	Original	SHEET NO.
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	C. KY. No.
(Name of Utility)	Original	SHEET NO.
DATES TEDMS AN	ID CONDITIONS SECTION	NI 2

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## RATES, TERMS AND CONDITIONS – SECTIO

## **<u>RER - Rural Economic Reserve Rider:</u>**

## **Applicability:**

Applicable in all territory served by Big Rivers' Member Cooperatives.

## Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this [T] tariff for electric service provided by Big Rivers to its Members for all Rural Delivery Points served under Standard Rate Schedule RDS.

## **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS.

## **RER Adjustment:**

Big Rivers has established a Rural Economic Reserve ("RER") regulatory liability account of \$60,855,790.94 ("RER Fund") which will be used to credit the bills rendered to the Rural Customers pursuant to the Commission's Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest, and is and will be invested in interest-bearing U.S. Treasury [T] notes.

The RER Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC and ES on [T] each Rural Member's bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and ES <u>less</u> [T] the total dollar amounts received under the Unwind Surcredit, <u>less</u> a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, <u>less</u> the EMA defined in the MRSM. The [T] amount of the RER Rider credit provided to each Member system during the month will equal: [T]

DATE OF ISSUE DATE EFFECTIVE January 15, 2013 February 18, 2013

ISSUED BY: Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		
	Original	SHEET NO.	58
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	23
	Original	SHEET NO.	82
DATEC TED	MS AND CONDITIONS - SECTI	ON 2	

## RER - Rural Economic Reserve Rider - (continued)

Schedule billed to the Member during the month, <u>less</u> (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, <u>less</u> (iv) one-twelfth (1/12) of any rebates associated with the Rural Delivery Service Rate Schedule provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) associated with the RDS charged to the member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly Rural Economic Reserve Rider adjustment would be zero. [T]

If any portion of FAC or Environmental Surcharge costs are transferred to or from base rates after July 17, 2009, then the RER Rider will account for any effect of such transfers so that the Rural Members will not see any impact on their bills, either positive or negative, of such transfers.

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and Environmental Surcharge charges applicable to Rural sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and less the Expense Mitigation Adjustment as applicable.

## **Expense Mitigation Adjustment:**

The Expense Mitigation Adjustment (EMA) for each month shall be the Expense Mitigation Factor multiplied by the Rural jurisdictional sales for the current expense month. The Expense Mitigation Factor used to calculate the EMA during any month in which the RER Rider is billed will be based on the EMF schedule established in the Member Rate Stability Mechanism (MRSM) Tariff. Therefore, the appropriate EMF for a given month will be determined based on the original effective date of the MRSM Tariff (July 17, 2009) and the number of months the current month is past that date.

#### **Term of RER Rider:**

This RER Rider shall be effective beginning in the month in which the amounts in the Non-Smelter Economic Reserve (as described in the Member Rate Stability Mechanism Rider) are insufficient to fully fund the MRSM credit.

insufficient to fully fund the MRSM credit.	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	ECTIVEBunt Kinley
ISSUED BY Mark A. Bailey, President	and Chief Executive datager ive
Big Rivers Electric Corporation, 20	Third Street, Henderson, KY 42420
Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0	036 dated November 17,2011,414 December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Transi	mission System	
Big Rivers Electric corporation	P.S.C. KY. No Original	25	72
	CANCELLING P.S.	C. KY. No	24
(Name of Utility)	Original	SHEET NO.	58
RATES, TERMS AND	CONDITIONS - SECTION	ON 2	

**[T]** 

## RER - Rural Economic Reserve Rider - (continued)

## **RER Adjustment** (continued):

- (i) the total amount of FAC charges associated with the RDS billing to the Member during the month, *plus*
- (ii) the total dollar amount of the ES associated with the RDS billing to the Member during the month, *less*
- (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, *less*
- (iv) one-twelfth (1/12) of any rebates associated with the Standard Rate Schedule RDS provided **[T]** under the Rebate Adjustment during the current month or during any of the 11 preceding months, <u>less</u>
- (v) the total dollar amount of the Expense Mitigation Adjustment ("EMA") associated with the RDS [T] charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly RER Rider [T] adjustment would be zero.

If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the RER [T] Rider will account for any effect of such transfers so that the Rural Members will not see any impact on their bills, either positive or negative, of such transfers.

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and ES charges applicable to Rural sales <u>less</u> [T] credits under the Unwind Surcredit, <u>less</u> monthly prorated amounts under the Rebate Adjustment, and <u>less</u> the EMA as applicable.

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	Mark a. Bailey	
ICCLIED DV.	Mark A. Bailey,	

ISSUED BY: President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

## **BIG RIVERS ELECTRIC CORPORATION**

## APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

# **Present Tariff versus Proposed Tariff**

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	········
	Original	SHEET NO.	73
Your Touchstone Energy' Cooperative 粒	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	58
RATES, TERMS AN	JD CONDITIONS – SECTIONS	·······	

## <u>RER - Rural Economic Reserve Rider – (continued)</u>

## **Expense Mitigation Adjustment (EMA):**

The EMA for each month shall be the Expense Mitigation Factor multiplied by the Rural jurisdictional [T] sales for the current expense month. The Expense Mitigation Factor used to calculate the EMA during any month in which the RER Rider is billed will be based on the EMF schedule established in the MRSM. Therefore, the appropriate EMF for a given month will be determined based on the original [T] effective date of the MRSM (July 17, 2009) and the number of months the current month is past that [T] date.

**[T]** 

## Term of RER Rider:

This RER Rider shall be effective beginning in the month in which the amounts in the Non-Smelter Economic Reserve (as described in the MRSM) are insufficient to fully fund the MRSM credit. [T]

DATE OF ISSUE	January 15, 2013	
DATE EFFECTIVE	February 18, 2013	
	Mark G. Tailay	
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

For All Territory Ser Cooperative's Trans P.S.C. KY. No.		
Original	SHEET NO.	59
CANCELLING P.S.	C. KY. No.	
	SHEET NO.	

#### NSNFP - Non-Smelter Non-FAC PPA

Big Rivers Electric Corporation (Name of Utility)

#### Applicability

Applicable in all territory served by Big Rivers' Member Cooperatives.

#### Availability

To all sales under the following Big Rivers standard rate schedules: (i) Rural Delivery Service, (ii) Large Industrial Customer, and (iii) Large Industrial Customer Expansion, but only to the extent of service priced under Rate Schedule LIC.

#### Definitions

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described in the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

#### Description

The Non-Smelter Non-FAC PPA ("NSNFP") Factor shall be calculated as a per-kWh billing credit or charge applied on a monthly basis, for each applicable rate schedule as follows:

Where

<u>RA</u> is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, 2009 Order of the Public Service Commission in Case No. 2007-00455, as of June  $30^{th}$  of the current year and determined as provided below in the "Calculation of Purchased Power Expense" section; and

<u>KWH</u> is the estimated Non-Smelter Applicable Sales (NSS), defined below, for the twelve month service period beginning September 1<sup>st</sup> of the current year through and including August 31<sup>st</sup> of the following year.

August 31 <sup>st</sup> of the following year.	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	FECTIVE
ISSUED BY Mark A. Bailey, President	nd Chief Executive Appreciation Third Street, Henderson, KY 42420

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Big Rivers
Your Touchstone Energy' Cooperative 🕅
(Name of Utility)

For All Territory Serv Cooperative's Transm			
P.S.C. KY. No.	25		
Original	SHEET NO.	74	
CANCELLING P.S.C	C. KY. No	24	
Original	SHEET NO.	59	

## RATES, TERMS AND CONDITIONS - SECTION 2

## **NSNFP - Non-Smelter Non-FAC PPA**

## **Applicability:**

Applicable in all territory served by Big Rivers' Member Cooperatives.

## Availability:

To all sales under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard [T] Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. [T]

## **Definitions:**

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described in the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

## **Description:**

The Non-Smelter Non-FAC PPA ("NSNFP") Factor shall be calculated as a per-kWh billing credit or charge applied on a monthly basis, for each applicable rate schedule as follows:

NSNFP Factor = 
$$RA_1 / kWh_1$$
 [T]

Where

RA<sub>1</sub> is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, [T] 2009 Order of the Commission in Case No. 2007-00455, as of June 30<sup>th</sup> of the current year and [T] determined as provided below in the "Calculation of Purchased Power Expense" section; and

kWh<sub>1</sub> is the estimated Non-Smelter Applicable Sales ("NSS"), defined below, for the twelve **[T]** month service period beginning September  $1^{st}$  of the current year through and including August  $31^{st}$  of the following year.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark a. Triby
	Mark A. Bailey

ISSUED BY:	Mark A. Bailey,
1550ED B I :	President and Chief Executive Office
Big Rivers Electric	c Corporation, 201 Third Street, Henderson, KY 42420

		For All Territory Served By Cooperative's Transmission System	
	P.S.C. KY. No.	24	
	Original	SHEET NO.	60
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	
(realize of Ourity)		SHEET NO.	
RATES	TERMS AND CONDITIONS - SECTION	ON 2	·····

The NSNFP Factor shall be calculated based upon the June 30<sup>th</sup> balance and applied to bills for service beginning September 1<sup>st</sup> of the current year. The current NSNFP Factor shall remain in place for service through and including August 31<sup>st</sup> of the following year, at which time it will be updated in accordance with the formula above.

An over- or under- recovery shall be calculated using actual amounts and shall be included in the NSNFP Regulatory Account balance for recovery in the subsequent period.

#### **Special Conditions**

#### 1) First Twelve Months

For the initial implementation of this rate mechanism, the NSNFP Factor shall be designed to return the Regulatory Liability balance as of June 30, 2011, over twenty-four (24) months beginning with the bills for September 2011 service. After this factor has been in place for twenty-four (24) months, any remaining over- or under-recovery shall be included in the Non-FAC PPA Regulatory Account balance for recovery in the subsequent period.

#### 2) Second Twelve Months

For the service periods beginning September 1, 2012, and ending August 31, 2013, two NSNFP Factors shall be in place. The first is the credit for months thirteen (13) through month twenty-four (24) of the credit noted in the <u>First Twelve Months</u> section above. The second is the NSNFP Factor calculated in accordance with the standard formula:

## NSNFP Factor = RA / KWH

#### Where

RA is the Non-FAC PPA Regulatory Account balance as of June 30, 2012 and

KWH is the estimated Non-Smelter Applicable Sales (NSS) for the twelve (12) months beginning September 1, 2012 through and including August 31, 2013.

The two NSNFP Factors will be applied simultaneously over the twolve month service period from September 1, 2012 to August 31, 2013.

nom September 1, 2012 to August 51, 2015.	PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	
ISSUED BY Mark A. Bailey, President	And Chief Executive deptecenve
Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00	Third Street, Henderson, KX 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## [N]

		For All Territory Ser Cooperative's Transi		
Big Rivers	P.S.C. KY. No.	25		
	ELECTRIC CORPORATION	Original	SHEET NO.	75
	CANCELLING P.S.	C. KY. No.	24	
	(Name of Utility)	Original	SHEET NO.	60
	RATES, TERMS AN	D CONDITIONS – SECTION	ON 2	

#### **Description** (continued):

The NSNFP Factor shall be calculated based upon the June  $30^{th}$  balance and applied to bills for service beginning September  $1^{st}$  of the current year. The current NSNFP Factor shall remain in place for service through and including August  $31^{st}$  of the following year, at which time it will be updated in accordance with the formula above.

An over- or under- recovery shall be calculated using actual amounts and shall be included in the NSNFP Regulatory Account balance for recovery in the subsequent period.

## **Special Conditions:**

(1) First Twelve Months

For the initial implementation of this rate mechanism, the NSNFP Factor shall be designed to return the Regulatory Liability balance as of June 30, 2011, over twenty-four (24) months beginning with the bills for September 2011 service. After this factor has been in place for twenty-four (24) months, any remaining over- or under- recovery shall be included in the Non-FAC PPA Regulatory Account balance for recovery in the subsequent period.

#### (2) <u>Second Twelve Months</u>

For the service periods beginning September 1, 2012, and ending August 31, 2013, two NSNFP Factors shall be in place. The first is the credit for months thirteen (13) through month twenty-four (24) of the credit noted in the <u>First Twelve Months</u> section above. The second is the NSNFP Factor calculated in accordance with the standard formula:

NSNFP Factor = 
$$RA_2 / kWh_2$$
 [T]

Where

RA<sub>2</sub> is the Non-FAC PPA Regulatory Account balance as of June 30, 2012, and

kWh<sub>2</sub> is the estimated Non-Smelter Applicable Sales ("NSS") for the twelve (12) months [T] beginning September 1, 2012, through and including August 31, 2013. [T]

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
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ISSUED BY: Mark A. Bailey, President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

**[T]** 

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[T]

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	For All Territory Ser Cooperative's Trans		
	P.S.C. KY. No.	24	
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	61
	CANCELLING P.S.	C. KY. No.	
		SHEET NO.	
RATES, TER	MS AND CONDITIONS - SECTIONS	ON 2	

#### 3) Third Twelve Months and Subsequent Twelve-Month Periods

For the service periods beginning September 1, 2013, only one NSNFP Factor shall be in place, calculated in accordance with the standard formula noted herein.

## **Calculation of Purchase Power Expense**

#### **Purchased Power Expense:**

The monthly amount of purchased power expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as provided in this section.

## **Definitions:**

"Account" is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

"SEPA" is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

"Wholesale Smelter Agreements" are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

#### Determination of the PP(x):

The PP(x) shall be determined in accordance with the following formula:

 $PP(x) = (PP(m)/S(m) - PP(b)/S(b)) \times NSS(m)$ 

Where PP(m) is the current Purchased Power Costs for the month; S(m) is the current Applicable Sales; PP(b) is the Purchase Power Cost for the base period; and S(b) is the sales in the base period,

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			KENTUCKY PUBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011	DATE EF	
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ISSUED BY	Mark A.	Bailey, President	and Chief Executive OfficenVE
	Big Rivers Electric	Corporation, 20	Third Street, Henderson, KX 42420
Issued by Authority of	Orders of the fublic Service Commission	n in Case No. 2011-00	036 dated November 17,2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Ser Cooperative's Transp		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	76
	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	61
RATES, TERMS A	ND CONDITIONS - SECTI	ON 2	

The two NSNFP Factors will be applied simultaneously over the twelve month service period from September 1, 2012 to August 31, 2013.

(3) <u>Third Twelve Months and Subsequent Twelve-Month Periods</u>	[ <b>T</b> ]
For the service periods beginning September 1, 2013, only one NSNFP Factor shall be in place, calculated in accordance with the standard formula noted herein.	
lculation of Purchased Power Expense:	[T]

## **Calculation of Purchased Power Expense:**

**[T]** The monthly amount of Purchased Power Expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as outlined below. **[T]** 

## **Definitions:**

Please see Section 4 for definitions common to all tariffs.

**[T]** 

"Account" is the specified numbered account as set forth in the Uniform System of Accounts - Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

"SEPA" is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

"Wholesale Smelter Agreements" are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark G. Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System		
	P.S.C. KY. No.	24	
	Original	SHEET NO.	62
Big Rivers Electric Corporation (Name of Utility)	CANCELLING P.S.	C. KY. No.	****
		SHEET NO.	
RATES, TERI	MS AND CONDITIONS - SECTIONS	ON 2	

For the initial base period, PP(b)/S(b) (the "Purchased Power Base") is \$0.000874.

Purchased Power Costs (PP) shall be the sum of:

(a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of Henderson Municipal Power and Light's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565. [N]

(b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and

(c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

(d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including Rate Schedules LIC and LICX, for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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ISSUED BY Mark A. Bailey, President Big Rivers Electric Corporation, 20 Issued by Authority of Orders of the Bublic Service Commission in Case No. 2011-0	and Chief Executive Officen VE Third Street, Henderson, KX 42420 6036 dated November 17, 2011 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. KY. No.	25	······
Original	SHEET NO.	77
CANCELLING P.S.	.C. KY. No.	24
Original	SHEET NO.	62
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S.	Original SHEET NO CANCELLING P.S.C. KY. No

## **Determination of the PP(x):**

The PP(x) shall be determined in accordance with the following formula:

 $PP(x) = (PP(m)/S(m) - PP(b)/S(b)) \times NSS(m)$ 

Where PP(m) is the current Purchased Power Costs for the month; S(m) is the current Applicable Sales; PP(b) is the Purchase Power Cost for the base period; and S(b) is the sales in the base period. **[T]** 

For the initial base period, PP(b)/S(b) (the "Purchased Power Base") is \$0.000874.

Purchased Power Costs (PP) shall be the sum of:

- (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of Henderson Municipal Power and Light's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565.
- (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; *and*
- (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

<u>Less</u>:

(d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark Ce. Roiley
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Served By Cooperative's Transmission System			
	P.S.C. KY. No.	24		
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	63	
	CANCELLING P.S.	.C. KY. No.		
		SHEET NO.		
RATES, TERM	IS AND CONDITIONS - SECTI	ON 2		

Non-Smelter Applicable Sales (NSS) shall be all kilowatt-hours sold at wholesale by Big Rivers to its Members under all electric rate schedules, including Rate Schedules LIC and LICX for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service).

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
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D. D.	For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 25			
Big Rivers ELECTRIC CORPORATION Your Touchstone Energy' Cooperative	Original	SHEET NO	78	
	CANCELLING P.S.C. KY. No. 24			
	Original	SHEET NO.	63	
RATES, TERMS A	ND CONDITIONS - SECTION	ON 2		

Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including Standard Rate Schedule LIC and Standard Rate Schedule [T] LICX, for resale to members of Members (other than by Kenergy to the Smelters and to Domtar for Backup Power Service), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.

Non-Smelter Applicable Sales (NSS) shall be all kilowatt-hours sold at wholesale by Big Rivers to its Members under all electric rate schedules, including Standard Rate Schedule LIC and Standard Rate [T] Schedule LICX for resale to members of Member Cooperatives (other than by Kenergy to the Smelters [T] and to Domtar for Backup Power Service).

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
	marka Tailay	
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	
Big Rivers Electric Co	orporation, 201 Third Street, Henderson, KY 42420	

			For All Territory Served By Cooperative's Transmission System P.S.C. KY. No. 24		
		Original	SHEET NO.	64	
Big Rivers El	ectric Corporation	CANCELLING P.S.C	C. KY. No.	23	
(Name	of Utility)	Original	SHEET NO.	3	
	RATES, TERN	AS AND CONDITIONS - SECTIO	ON 3		
Special Rule	s Terms and Conditions				<b>[T]</b>
<b>Contract De</b>	mand:				[T]
	Upon mutual agreement with customers.	n Member, a Contract Demand n	nay be established t	for certain	
Metering:	Member. Meters and mete	oower and energy at voltage as ering equipment shall be furnis tained and read by the Seller.			[T]
Electric Cha	racteristics and Delivery Poin	t(s):			<b>[T]</b>
	phase, sixty Hertz. The Sel systems of the Seller and the the initial points of delivery,	to be furnished hereunder shall ler shall make and pay for all f Member at the point(s) of delive delivery voltages and capacity p al points shall be agreed upon b	inal connections b very. The parties v prior to the comment	etween the will specify ncement of	
Substations:					<b>[T]</b>
	point(s) of connection unles maintain switching and pro	own and maintain the necessary so otherwise agreed to by Selle otective equipment which may nd use the electric power and en	r. The Seller shal be reasonably ne	ll own and cessary to	
Rate:					[T]
	The Board of Directors of th	e Seller at such intervals as it sh	all deem annronria	te but in	

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The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the

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			KENTUCKY PUBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011	DATE EF	
ISSUED BY	1 Juley Mark	A. Bailey, President	and Chief Executive@#Bicenve
Issued by Authority of C	Big Rivers Ele Orders of the Public Service Comm	ctric Corporation, 20 ission in Case No. 2011-0	And Chief ExecutiveEd#HeatVE Third Street, Henderson, KX 42420 036 dated November 17, 2017 and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
FLECTRIC CORPORATION	Original	SHEET NO.	79
Your Touchstone Energy' Cooperative	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO	64
RATES TERMS AN	JD CONDITIONS - SECTI	ON 3	

## **Special Rules Terms and Conditions**

## **Contract Demand:**

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

#### **Metering:**

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

#### **Electric Characteristics and Delivery Point(s):**

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

## **Substations:**

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

### Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
	Marka Railon
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric Co	prporation, 201 Third Street, Henderson, KY 42420

	For All Territory Set Cooperative's Trans P.S.C. KY. No.		
Big Rivers Electric Corporation (Name of Utility)	Original	SHEET NO.	65
	CANCELLING P.S.	23	
	Original	SHEET NO.	4
RATES, TER	MS AND CONDITIONS - SECTI	ON <u>3</u>	·····
Special Rules Terms and Conditions (cd	ontinued)		ſ

cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

#### **Discount Adjustment:**

At the discretion of the Seller's Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

**[T]** 

**T** 

**[T]** 

## Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

			KENTUCKY PUBLIC SERVICE COMMISSION	
			JEFF R. DEROUEN EXECUTIVE DIRECTOR	
DATE OF ISSUE Markle.	December 20, 2011	DATE EF	FECTIVE Bunt Kirtley	
ISSUED BY Issued by Authority of Orders of the Public Service Commission in Case No. 2011-07036 dated November 17, 2017 and December 14, 2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)				

	For All Territory Served By Cooperative's Transmission System			
Big Rivers	P.S.C. KY. No.	25		
	Original	SHEET NO.	80	
Your Touchstone Energy' Cooperative K	CANCELLING P.S.C. KY. No. 24			
(Name of Utility)	Original	SHEET NO.	65	
RATES, TERMS AN	D CONDITIONS - SECTION	ON 3	······································	

## Rate (continued):

the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

**[T]** 

## **Discount Adjustment:**

At the discretion of the Seller's Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

## **Meter Testing and Billing Adjustment:**

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

## **Monitoring Uses:**

Seller shall review Member's usage by comparing the metered energy and demand for the current [**T**] month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the Member **[T]** Cooperatives have SCADA systems which provide values of usage and, at times, are used for **[T]** comparison whenever there appears to be a metering deviation.

DATE OF ISSUE January 15, 2013 February 18, 2013 DATE EFFECTIVE alle Mark A. Bailey, **ISSUED BY:** President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

		erritory Served ive's Transmiss Y. No.			_	
		Orig	inal	SHEET NO.	66	-
Big Rivers Elect (Name of	Etric Corporation	CANCEL	LING P.S.C. K	Y. No.	23	-
(Name of	Unity)	Orig	inal	SHEET NO.	5	•
······	RATES, TERMS AND CO	ONDITION	S - SECTION	3		•
Special Rules	<u> Terms and Conditions – (continued)</u>				П	]
Monitoring U	ses:				II	) I
	Seller shall review member's usage by current month to the previous month's monthly deviations due to temperature comparison to other sites with similar l between the current month's usage and levels appear to be out of line. Additio SCADA systems which provide hourly comparison whenever there appears to A meter test is performed whenever the Seller shall review all special metering quantities applicable to the billing period bill explaining any adjustment or calcul	metered an related inc oad pattern the previo nally, two printouts o be a metern ere appears situations od. A writt	nounts. Consi reases or decru- is. A second c us year's data of the member of usage and a ing deviation. to be a potent which affect d en determinat	ideration is given eases, along with comparison is made , when demand out r cooperatives have t times are used for tial metering prob- lemand and energy	for a de r energy ve or lem.	
Notice of Mete	er Reading or Test:		was made.		<b>[</b> T	']
	The Seller shall notify the Member in a that the Member's representative may b				r test so	
<b>Power Factor:</b>					<b>[</b> T]	]
	Unless specifically stated otherwise in a times take and use power in such manned demand shall not be less than 90 percent	er that the	power factor a	t the time of max		
	If, at the time of maximum demand, por (90%) leading or lagging, the Seller ma purposes in accordance with the follow	y adjust the	e maximum m			
		Measured	<u>KW x 90%</u> (%)			
	The power factor shall be measured at	the time of	maximum_de		VISSION	
			J	IEFF R. DEROUE	IN	
DATE OF ISSU	E December 20, 2011	DATE EF		TARIFF BRANCH		
marke	e Jaile	DATE EF		Bunt Kirtlen		
ISSUED BY Issued by Author	Mark A. Bailey Big Rivers Electric Corp rity of Orders of the Public Service Commission in Cas	poration, 20	Third Street, I 036 dated Novemb	lenderson KY 424	iber 14, 2011,	

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	81
Your Touchstone Energy' Competative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	66
RATES, TERMS A	ND CONDITIONS – SECTI	ON 3	

#### Monitoring Uses: (continued)

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

## Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

#### **Power Factor:**

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

Maximum Measured KW x 90% Power Factor (%)

The power factor shall be measured at the time of maximum demand.

### **Right of Access:**

Duly authorized representatives of either the Seller or Member shall be permitted to enter the premises of the other at all reasonable times in order to carry out the provisions of these Rates, Terms and Conditions for Furnishing Electric Service.

DATE OF ISSUE DATE EFFECTIVE			
	prank a. Tsulay		
ISSUED BY:	Mark A. Bailey,		

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

[T]

P.S.C. KY. No.	24	
Original	SHEET NO.	67
CANCELLING P.S.C. KY. No.		23
Original	SHEET NO.	6
AS AND CONDITIONS - SECTI	ON 3	
ntinued)		
	Cooperative's Trans P.S.C. KY. No. Original CANCELLING P.S. Original	Original  SHEET NO.    CANCELLING P.S.C. KY. No.

#### **Right of Access:**

Duly authorized representatives of either the Seller or Member shall be permitted to enter[T]the premises of the other at all reasonable times in order to carry out the provisions of these[T]Rates, Terms and Conditions for Furnishing Electric Service.[T]

## **Continuity of Service:**

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

### **Payment of Bills:**

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24<sup>th</sup>) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

			KENTUCKY PUBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011	DATE EF	FECTIVE Bunt Kutley
ISSUED BY Issued by Authority of C			and Chief Executive Horticenve Third Street, Henderson, KX 42420 036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
	Original	SHEET NO.	82
	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	67
RATES, TERMS A	ND CONDITIONS - SECTI	ON 3	

## **Continuity of Service:**

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

## **Payment of Bills:**

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24<sup>th</sup>) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark G. Bailey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Office

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

	For All Territory Se Cooperative's Trans P.S.C. KY. No.			Not the International State
	Original	SHEET NO.	68	
Big Rivers Electric Corporation	CANCELLING P.S.C. KY. No.		23	
(Name of Utility)	Original	SHEET NO.	7	
RATES, TERMS AND	CONDITIONS - SECTI	ON 3		
Special Rules Terms and Conditions – (continued	2			[ <b>T</b> ]
Transmission Emergency Control Program:				[T]

a. <u>Purpose:</u>

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

- b. <u>Procedures:</u>
  - (1) <u>Awareness:</u>

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers' system supervisor's SCADA system. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of his SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to Big Rivers' Member Cooperatives and any other wholesale customers in a manner consistent with the Midwest ISO's Open Access Transmission Tariff curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. The Transmission Department is notified of the faulted line sections and performs the required line repairs and releases the line to the system supervisor for reenergization.

**[T]** 

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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE December 20, 2011 DATE EF	FECTIVEBunt Kintley
ISSUED BY Bg Rivers Electric Corporation, 20 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-0	and Chief Executive Hitequye Third Street, Henderson, KY 42420 1036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
	Original	SHEET NO.	83
Your Touchstone Energy" Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	68
PATES TERMS A	ND CONDITIONS - SECTI	ON 3	

#### **Transmission Emergency Control Program:**

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures ("EOPs") [T] established and communicated by the MISO. Big Rivers relies on the MISO to determine and communicate directives or instructions when a transmission emergency is occurring in the Bulk Power System affecting Big Rivers' transmission system operated at 100 kV or above. Big Rivers is obligated to follow the MISO EOPs. However, Big Rivers may also be required to implement the following Transmission Emergency Control Program in order to safely deliver power to its Members especially for the Big Rivers transmission system operated at below 100 kV.

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

- b. <u>Procedures:</u>
  - (1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big [T] Rivers' SCADA system available to its system supervisors in the energy control center. From [T] the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013				
	Mark G. Tjuley				
ISSUED BY: Big Rivers Electric Co	Mark A. Bailey, President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420				
		For All Territory Second Cooperative's Tran P.S.C. KY. No.			
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		Original	SHEET NO.	69	
Big Rivers Electric Corporation		CANCELLING P.S	S.C. KY. No.	23	سنب
(Name of Utility)		Original	SHEET NO.	8	
	RATES, TERMS AND	CONDITIONS - SECT	TION 3		
Special Rules Terms and Co	nditions – ( <i>continued</i>	2			[T
Transmission Emergency	Control Program: (c	ontinued)			[T
(3)	Widespread Emerge	ency:			
	disturbances or the l	pervisor recognizes w loss of service to multi e transmission emerge	ple distribution subst		
	Restoration Coordin	an extreme transmissinator (SRC) is notified in the energy control ar	and immediately ass		
	restore service to as faulted line sections such a way to minim	sor proceeds to section many substations as p , the system superviso nize the interruption of operatives and other to	ossible. In sectionali r will attempt to secti f electric service prov	izing ionalize in	
each a depart	RC establishes and ma ffected Member Coop ment personnel, and th ring steps:	erative, appropriate B	ig Rivers' Transmissi	ion	
(a)	Member Cooperative an estimate is made	es the efforts of the trans es to determine the ful of the time to restore f ly Big Rivers and avai	Il extent of system da full service to the dist	mage. ribution	
		PL	KENTUCKY JBLIC SERVICE CON JEFF R. DEROL EXECUTIVE DIREC	MMISSION	
DATE OF ISSUE Decemb	er 20, 2011	DATE EFFECTIVE	TARIFF BRANC		-
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ISSUED BY Issued by Authority of Orders of the	Big Rivers Electric C	iley, President and Chief orporation, 20 Third St Case No. 2011-00036 dated	treet, Henderson, KY 4	2420	

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
ELECTRIC CORPORATION	Original	SHEET NO.	84
Your Touchstone Energy' Cooperative X	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	69
RATES, TERMS A	ND CONDITIONS - SECTI	ION 3	

## Transmission Emergency Control Program: (continued)

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of the SCADA system, radio controlled switches and manually operated [T] line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to the [T] Member Cooperatives and any other wholesale customers in a manner consistent with the MISO's OATT curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. When the faulted line section has been isolated, the transmission department is notified of the faulted line section and performs the required line repairs and releases the line to the system supervisor for re-energization.

## (3) <u>Widespread Emergency</u>:

If a widespread transmission disturbance or the loss of service to multiple distribution **[T]** substations exists, the system supervisor will declare an "extreme transmission emergency".

Upon the declaration of an extreme transmission emergency, the Service Restoration Coordinator ("SRC") will be notified and immediately will assume an operating position in the energy control center area.

The system supervisor will proceed to sectionalize the line sections and restore service to as many substations as possible in a similar fashion as described in the Localized Emergency Section. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such way to minimize the interruption of electric service provided to the Member Cooperatives and other transmission customers.

The SRC will establish and maintain contact with the appropriate personnel from each affected Member Cooperative, Big Rivers' transmission department personnel, and the system supervisor. Restoration efforts will continue with the following steps:

DATE OF ISSUE	January 15, 2013		
DATE EFFECTIVE	February 18, 2013		
	Mark G. Railey		
ISSUED BY: Big Rivers Electric C	Mark A. Bailey, President and Chief Executive Officer orporation, 201 Third Street, Henderson, KY 42420		

		For All Territory Se Cooperative's Trans P.S.C. KY. No.			1
		Original	SHEET NO.	70	<u></u>
<b>Big Rivers Electric Corporation</b>		CANCELLING P.S	.C. KY. No.	23	
(Name of Utility)		Original	SHEET NO.	9	
	RATES, TERMS AND	CONDITIONS SECTI	ON 3		
Special Rules Terms and Co	nditions – ( <i>continued</i> )				<b>[T]</b>
Transmission Emergency	Control Program: (co	ontinued)			[T]
(b)	system labor only we along with the transm	es are so extensive that buld result in prohibitive hission department and nines what additional	vely long outages, the d the Member Cooper	e SRC ratives'	
(c)	time, place and amou	the western area regio int of needed equipme e needs from neighbor	nt and labor. The co		
<b>(d)</b>	working with the affe have prioritized the re Cooperatives have ch priorities due to the n weather, restoration t	a sequence of repair. ected Member Coopera estoration of their affe losen not to determine umber of variables that imes for various subs, maintain a list of crit equence of restoration	atives' coordinators v cted substations. The case specific restora at are unpredictable ( time of day, personn ical consumers and th	who will e Member tion i.e. lel	
(e)		e progress of the resto propriate individuals f			
(f)	Effectiveness and tim Rivers' Operation Co				
		PU	KENTUCKY IBLIC SERVICE COM JEFF R. DEROU EXECUTIVE DIREC	MMISSION JEN CTOR	

Kistley righ/k alle Bunt SUED BY SUED BY Big Rivers Electric Corporation, 201 Third Street, Henderson, KY, 42420 Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1) **ISSUED BY** 

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	For All Territory Ser Cooperative's Trans	mission System	
BigRivers	P.S.C. KY. No.	25	
LISS LECTRIC CORPORATION	Original	SHEET NO.	85
Your Touchstone Energy' Cooperative	CANCELLING P.S.C. KY. No.		24
(Name of Utility)	Original	SHEET NO.	70
RATES TERMS AN	D CONDITIONS - SECTI	ON 3	

#### Transmission Emergency Control Program: (continued)

- (a) The SRC coordinates the efforts of the transmission department and Member Cooperatives to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available Member Cooperative work forces.
- (b) If the system damages are so extensive that restoration with local labor only would [T] result in prohibitively long outages, the SRC along with the transmission department and the Member Cooperatives' coordinator(s), will determine what additional [T] equipment and labor is needed.
- (c) The SRC will convey to the western area regional work plan coordinator the time, [T] place and amount of needed equipment and labor. The coordinator will arrange to [T] meet these needs from neighboring utilities.
- (d) The SRC will establish a sequence of repair. This sequence is determined by working [T] with the affected Member Cooperatives' coordinators who will have prioritized the restoration of their affected substations. The Member Cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (*i.e.*, weather, restoration times for various distribution substations, time [T] of day, personnel available, *etc.*). The Member Cooperatives maintain a list of critical customers. This list will be used to help determine the sequence of restoration. [T]
- (e) The SRC will monitor the progress of the restoration effort and will convey this **[T]** information to the appropriate individuals for public dissemination.
- (f) Effectiveness and timeliness of the restoration is reviewed after-the-fact by the Big **[T]** Rivers' Operation Committee for possible procedural improvements.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark a. Trake
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

				For All Territory Se Cooperative's Trans P.S.C. KY. No.		
				Original	SHEET NO.	71
Big Rivers Electric Corporation		,	CANCELLING P.S.	.C. KY. No.	23	
(Name of Utili	ty)			Original	SHEET NO.	10
		RATI	ES, TERMS AND C	ONDITIONS - SECTI	ON 3	
Special Rules Terr	ms and C	Conditio	<u>ns – (continued)</u>			T)
Generation De	ficiency l	Emerger	ncy Control Prog	ram:		(T
	-	2	,			(-
а.		rovide a	plan to recover fro l shortages.	om generation deficie	ncies other than defi	ciencies
b.	Proce	edures:				
	(1)	Awar	eness:			
		the p	rojected total syste	able generation powe om sales, the followin e generation and load	g steps will be follow	
	(2)	Sequ	ential Steps of Act	tion:		
		(a)		acity shortage based o er forecast conditions		ions,
		(b)	required to serv	mic power purchases /e firm load commitm f economically feasib	nents (and non-firm	rces as
		(c)		pletely curtail non-fir nsactions as influenc		
		(d)	Curtail off-syst	em short-term capaci	ty sales.	
		(e)	purchase power	of standby or reserve r is unavailable. Star tiated only to serve fi	tup or reserve genera	tion (if
	_			PU	KENTUCKY BLIC SERVICE CON JEFF R. DEROU EXECUTIVE DIREC	MMISSION
DATE OF ISSUE	Decen	nber 20, 2	2011	_ DATE EFFECTIVE	-Runt Kistle	
ISSUED BY		my-	Mark A. Baile	y, President and Chief		<u>7</u>

Issued by Authority of Orders of the Public Service Commission in Case No. 2011-00036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans	mission System	
BigRivers	P.S.C. KY. No.	25	
	Original	SHEET NO.	86
Your Touchstone Energy' Cooperative 🔨	CANCELLING P.S.C. KY. No.		24
(Name of Utility)	Original	SHEET NO.	71
RATES TERMS AL	ND CONDITIONS - SECTION	ON 3	

## **Generation Deficiency Emergency Control Program:**

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures ("EOPs") [T] established and communicated by the MISO. Big Rivers relies on the MISO to determine, declare and communicate when a capacity or energy emergency is forecasted, occurring or has ended in the MISO Balancing Authority Area. The MISO provides instructions to Big Rivers to manage capacity and energy emergencies. Big Rivers is obligated to follow the MISO EOPs. However, should Big Rivers' interconnection to the MISO be severed, by uncontrollable forces, Big Rivers may be required to implement the following Generation Deficiency Emergency Control Program in order to safely deliver power to its Members.

a. Purpose:

To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

- b. Procedures:
  - (1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal

- (2) <u>Sequential Steps of Action</u>:
  - (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions, and forecasted load requirements.

**[T]** 

- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	mark & Railey
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

			For All Territory Serv Cooperative's Transm P.S.C. KY. No.		
			Original	SHEET NO.	72
Big Rivers Electric Corporation	l		CANCELLING P.S.C	C. KY. No	23
(Name of Utility)			Original	SHEET NO.	11
	RATE	S, TERMS AND CO	ONDITIONS - SECTIO	N 3	
Special Rules Terms and Co	ondition	ns – ( <i>continued</i> )			
Generation Deficiency E	mergen	cy Control Progr	am: (continued)		
	(f)	Start combustio	n turbine.		
	(g)		quest to other utilities eet firm load requirem		ver
	(h)	• • •	orate energy conserva ts, transmission syster		
	(i)	reduce power us large industrial	peals for all Member C sage on a voluntary ba consumers, including untary Price Curtailab	asis, including direct implementing proc	ct calls to
	(j)	facility control	e reduction action thre as well as working wit to accomplish this act	th the Member Coo	operatives'
	(k)	Implement curta	ailment of off-system	firm power sales.	
	(1)		ailment of power to M pe basis as needed.)	embers' industrial	consumers
	(m)	amounts of load and the anticipa Cooperatives wi	rtailment of Member reduction required of ted length of curtailme ill reduce load in acco ailment will be develo ystems.	each Member Coo ent. The Member rdance with their c	operative urtailment
				KENTUCKY	, 
			PUB	LIC SERVICE COI	MMISSION
				EXECUTIVE DIREC	CTOR
DATE OF ISSUE Decemt	ber 20, 2	011	DATE EFFECTIVE	Santamber 1 201	h',
ISSUED BY	Rig	Mark A. Bailey Rivers Electric Com	y, President and Chief E poration, 20 Third Stre	Xecutive defineerive	<u>7</u> 7 2420
Issued by Authority of Orders of th	Public S	ervice Commission in Ca	ise No. 2011-00036 dated No	vember 1, 2011, and Dec SUANT TO 807 KAR 5:011	cember 14, 2011.

	For All Territory Ser Cooperative's Trans		
RicRivers	P.S.C. KY. No.	25	
Big Rivers Electric corporation	Original	SHEET NO.	87
Your Touchstone Energy' Cooperative 🔨	CANCELLING P.S.C. KY. No.		24
(Name of Utility)	Original	SHEET NO.	72
RATES, TERMS AND	CONDITIONS - SECTIONS	ON 3	

## Generation Deficiency Emergency Control Program: (continued)

- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup or reserve generation (if any) will be initiated only to serve firm load requirements.
- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' consumers to reduce power usage on a [T] voluntary basis, make direct calls to large industrial consumers, and implement procedures [T] of the Seller's Voluntary Price Curtailable Service Rider.
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations.
- (k) Implement curtailment of off-system firm power sales.
- (1) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member Cooperative and the anticipated length of curtailment. The Member Cooperatives will reduce load in accordance with their curtailment plans. Their [T] curtailment plans will be developed considering the critical customers' loads on their [T] systems.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	marka. Tailar
	Mark A Bailer
ISSUED BY:	Mark A. Bailey, President and Chief Executive Office
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

		For All Territory Served By Cooperative's Transmission System P.S.C. KY. No24			
		Original	SHEET NO.	73	
Big Rivers Electric Cor	poration	CANCELLING P.S.	C. KY. No.	23	
(Name of Utility)		Original	SHEET NO.	12	
	RATES, TERMS AND C	CONDITIONS - SECTION	<u>2 NC</u>		
Special Rules Terms	and Conditions – (continued)				<b>[T</b> ]
Fuel Emergency (	Control Program:				<b>[T</b> ]
a.	Purpose:				
	To provide a plan for reducing system in the event of a sever strike in the coal mines, or sev	e coal shortage, such a			[T] [T]

b. <u>Procedures:</u>

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

- (1) To be initiated when fuel supplies are less than 30 days' operation of coalfired generation and a continued downward trend in coal stock is anticipated:
  - (a) Advise all Member Cooperatives of the number of day's burn remaining.
  - (b) Optimize the use of non-coal-fired generation to the extent possible.
  - (c) For individual plants with coal inventories significantly under Big

			KENTUCKY PUBLIC SERVICE COMMISSION
			JEFF R. DEROUEN EXECUTIVE DIRECTOR
DATE OF ISSUE	December 20, 2011 Sailey	DATE EF	FECTIVE Bunt Kirtley
ISSUED BY Issued by Authority of	Big Rivers Electric	Corporation, 20	Ind Chief Executive deflicen VE Third Street, Henderson, KY 42420 036 dated November 19, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
	Original	SHEET NO.	88
Your Touchstone Energy' Competative Kto	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	73
RATES, TERMS AN	D CONDITIONS - SECTI	ON 3	

#### **Fuel Emergency Control Program:**

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers' system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

b. <u>Procedures:</u>

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

- (1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:
  - (a) Advise all Member Cooperatives of the number of day's burn remaining.
  - (b) Optimize the use of non-coal-fired generation to the extent possible.
  - (c) For individual plants with coal inventories significantly under Big Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.
  - (d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
/	mark G. Railey
ISSUED BY: Big Rivers Electric (	Mark A. Bailey, President and Chief Executive Officer Corporation 201 Third Street Henderson XY 42420

			For All Terr Cooperative P.S.C. KY. 1	's Transmis	sion System	24	
			Origina	L <u>]</u>	SHEET NO.	74	
Big Rivers Electric Corporation			CANCELLI	NG P.S.C. I	KY. No	23	
(Name of Utility)			Origina		SHEET NO.	13	
******	RATES,	TERMS AND CO	ONDITIONS -	SECTION	3		
Special Rules Terms and Co	nditions.	<u>– (continued)</u>					<b>[T</b> ]
Fuel Emergency Control	Program	a: (continued)					<b>[T</b> ]
		Rivers' average procedures to e				atch	
	(d)	Reduce or con the lowest pric commitment.					
	(e)	Implement cor generating plan					
(2)	daily b Section	initiated when fu urn rate resultin n (1) of coal-fire ocks is anticipate	g after impler d generation	mentation of	of the actions i	in the above	
	(a)	Advise all Mer remaining.	nber Coopera	atives of th	e number of da	ays' burn	
	(b)	At coal-fired g gas for coal as oil/natural gas	permitted by				
	(c)	Curtail off-syst	tem short-terr	n capacity	sales.		
	(d)	Arrange econo required to service commitments i	ve firm load c	commitmen	its (and non-fi		
	(e)	Investigate pos utilities.	sible fuel exc	hanges/pu	rchases with n	eighboring	
	<b>(f)</b>	Through use of Cooperatives, or reduce their use	lirectly appea e of electric e	il to all con nergy as m	sumers to volu	untarily ¢yand in any	[T] [T]
		case endeavor 1	to reduce the		JEFF R. DER XECUTIVE DIR	OUEN	
DATE OF ISSUE Decemb	er 20, 201	1	DATE EFFE	CTIVE	TARIFF BRAN		
mark Ge . T gril	ey				Bunt Kir	bley	
ISSUED BY Issued by Authority of Orders of the	Big Ri Gublic Servi	Mark A. Bailey vers Electric Corr ice Commission in Ca	oration, 20 T	hird Street, 6 dated Novem	Henderson, KY	42420 December 14, 2011.	

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
	Original	SHEET NO.	89
	CANCELLING P.S.	C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	74
RATES TERMS A	ND CONDITIONS - SECTI	ON 3	·····

## **Fuel Emergency Control Program:** (continued)

- (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - (a) Advise all Member Cooperatives of the number of days' burn remaining.
  - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
  - (c) Curtail off-system short-term capacity sales.
  - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
  - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
  - (f) Through use of the news media, and working with the Member Cooperatives, directly appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark Ce. Toilay
ISSUED BY:	Mark A. Bailey, President and Chief Executive Office
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

			ritory Served B e's Transmissio No.		
		Origina	<u>al</u>	SHEET NO	75
<b>Big Rivers Electric Corporation</b>		CANCELLI	ING P.S.C. KY	/. No.	23
(Name of Utility)		Origina	a <u>l </u>	SHEET NO	14
	RATES, TERMS ANI	D CONDITIONS -	- SECTION 3		
Special Rules Terms and Con	nditions – (continued	<u>d)</u>			<b>[T]</b>
Fuel Emergency Control I	Program: ( <i>continued</i>	d)			<b>[T</b> ]
(3)	• •	ation of coal-fire on of the actions rd trend in coal s Member Cooper	d plants at the in the above s stocks is antic	e daily burn rate Sections (1) and ipated:	resulting I (2) and
		completely curta west price transa			
	(c) Implement	curtailment of o	ff-system firr	n power sales.	
(4)	To be initiated whe fired generation at actions in the above trend in coal stocks	the daily burn rate e Sections (1), (2 s is anticipated.	te resulting al (3) and (3)	ter implementat a continued do	tion of the wnward
	(a) Advise all remaining.	Member Coopera	atives of num	ber of days' bui	m
(5)	To be initiated whe fired generation at a actions in the above downward trend in	the daily burn rat e Sections (1), (2	te resulting af (), (3), and (4)	ter implementat	tion of the
	(a) Advise all has been re	Member Coopera eached.	atives that thi	s level of fuel s	upplies
	(b) Discontinu unless so o	e all emergency or rdered otherwise	deliveries to r	eighboring util	ities
		rolling native of	PUBLIC ad curtailmen	SERVICE COM	EN
DATE OF ISSUE Decemb	er 20, 2011	DATE EFFE	ECTIVE	TARIFF BRANCH	
	ay			sunt Kirtler	}
ISSUED BY Issued by Authority of Orders of the	Big Rivers Electric	ailey, President an Corporation, 20 <i>in Case No. 2011-000</i>	Third Street, H 36 dated Novembe	enderson KY 42	mber 14, 2011.

	For All Territory Ser Cooperative's Trans			
Big Rivers Electric corporation	P.S.C. KY. No.			
ELECTRIC CORPORATION	Original	SHEET NO.	90	
Your Touchstone Energy* Cooperative	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO	75	
RATES, TERMS ANI	O CONDITIONS - SECTION	ON 3	······································	

## **Fuel Emergency Control Program: (continued)**

- (3) To be initiated in the order indicated below when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
  - (a) Advise all Member Cooperatives of the number of days' burn remaining.
  - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
  - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal- fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.
  - (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
  - (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
  - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the Commission or the FERC.

**[T]** 

(c) Implement rolling native load curtailments.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Marka. Toilay
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer
Big Rivers Electric C	orporation, 201 Third Street, Henderson, KY 42420

			For All Territory Cooperative's T P.S.C. KY. No.	v Served By ransmission System	24	
			Original	SHEET NO	D. <u>76</u>	
Big Rivers Electric Corporation			CANCELLING	P.S.C. KY. No.	23	
(Name of Utility)			Original	SHEET NO	D. <u>15</u>	
	RATES,	TERMS AND CO	ONDITIONS - SE	CTION 3		
Special Rules Terms and Co	nditions	- (continued)				[T]
		·				
Fuel Emergency Control	Progran	1; (continued)				<b>[T</b> ]
	(d)	service level w	which is not greate and safety, protect	ested to maintain a er than that require ction of plant facili	d for protection	
(6)	to 5 da after in	nys' operation of nplementation o	coal-fired generations in the	rt when fuel suppli- ation at the daily bu- ne above Sections ( d in coal stocks is a	urn rate resulting 1), (2), (3), (4),	
	(a)	Advise all Mer has been reach		es that this level of	fuel supplies	
	(b)	Member Coop preserve the in shall be coordi assure the min	eratives and off-s tegrity of the elec- nated with the M imum impact upo	shedding procedu system customers a ctrical system. Thi ember Cooperative on those services w obysical facilities.	s required to s procedure es in order to	
	(c)	Termination of	f Energy Emerger	ncy:		
		notice to the F days of operat deliveries hav	Public Service Co tion of coal-fired e been resumed,	Program shall be ter mmission, when th generation is at lea and there is reason ed to adequate leve	e remaining st 30 days, coal able assurance	<b>(T)</b>
			I management	Ventu	CKV	
				PUBLIC SERVICE	COMMISSION	
				JEFF R. DE EXECUTIVE D	DIRECTOR	
	er 20, 20	11	DATE EFFECTI		RANCH	
Marke / Dil	eer			Bunt K	istley	

Bunt SUED BY SUED BY Mark A. Bailey, President and Chief Executive Hitcenve Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420 Issued by Authority of Orders of the Fublic Service Commission in Case No. 2011-00036 dated November 17, 2011, and December 14, 2011. PURSUANT TO 807 KAR 5:011 SECTION 9 (1) **ISSUED BY** 

	For All Territory Ser Cooperative's Trans			
BigRivers	P.S.C. KY. No.	25		
ELECTRIC CORPORATION	Original	SHEET NO.	91	
Your Touchstone Energy Cooperative K	CANCELLING P.S.	C. KY. No.	24	
(Name of Utility)	Original	SHEET NO	76	
RATES, TERMS AN	D CONDITIONS – SECTI	ON 3		

## Fuel Emergency Control Program: (continued)

- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection of plant facilities, and employees' security.
- (6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
  - (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
  - (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.
- c. <u>Termination of Fuel Emergency:</u>

[T]

The Fuel Emergency Control Program shall be terminated upon notice to the Commission, when **[T]** the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

DATE OF ISSUE	January 15, 2013
DATE EFFECTIVE	February 18, 2013
fre	ark S. Bailey
ISSUED BV.	Mark A. Bailey

ISSUED BY: President and Chief Executive Officer Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

					ved By nission System	
			Origi	nal	SHEET NO.	. 77
		Corporation	CANCELI	LING P.S.C	C. KY. No.	
(Nar	ne of Uti	lity)			SHEET NO.	
		RATES, TERMS A	ND CONDITIONS	– SECTIC	DN 4	
Definition	<u>s -</u>					
		rwise within these Rates, Terms wing meanings as of the effecti			ving abbreviations a	nd phrases
1.	"Bi	ig Rivers" shall mean Big River	s Electric Corpor	ation.		
2.		kisting Customer" shall mean ar gust 31, 1999.	ny customer of a l	Member C	cooperative served as	s of
3.	"FE	ERC" shall mean the Federal Er	ergy Regulatory	Commissi	on.	
4.	"Ke	energy" shall mean Kenergy Co	orp.			
5.	"KI	"KPSC" shall mean the Kentucky Public Service Commission.				
6.		"Member" shall mean either Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation.				
<b>7.</b>		"Member Cooperative" shall mean either Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation.				
8.		"Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation.				
9.		"Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation.				
10.		"Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any successor entity.				
11.		w Customer" shall mean any co or after September 1, 1999.	ustomer of a Men	iber Coop	erative commencing	service
12.		ATT" shall mean the Midwest Is erve Markets Tariff, as revised			ion, Energy and Ope	erating
				PUB	LIC SERVICE COM JEFF R. DEROUI EXECUTIVE DIRECT	EN
ATE OF I	SSUE	December 20, 2011	DATE EF	ECTIVE	TARIFF BRANCH	
North	- Carl	T Sinky			Bunt Kirtley	
SSUED BY		Mark A. Big Rivers Electri of Orders of the Bublic Service Commission	Bailey, President a c Corporation, 20 n in Case No. 2011-00	Third Stree	et, Henderson, KY 424	20 nher 14, 2011

	For All Territory Ser Cooperative's Trans		
BigRivers	P.S.C. KY. No.	25	
LISS ELECTRIC CORPORATION	Original	SHEET NO.	92
Your Touchstone Energy' Cooperative K	CANCELLING P.S.	.C. KY. No.	. 24
(Name of Utility)	Original	SHEET NO.	77
DATEC TEDMC AN			

## RATES, TERMS AND CONDITIONS – SECTION 4

## **Definitions** -

Unless stated otherwise within these Rates, Terms and Conditions, the following abbreviations and phrases will have the following meanings as of the effective date of this tariff -

- 1. "Big Rivers" shall mean Big Rivers Electric Corporation.
- 2. "Commission" shall mean the Kentucky Public Service Commission.
- 3. "CPT" shall mean the prevailing time in the Central Time Zone of the United States.
- 4. "DSM" shall mean Demand-Side Management.
- 5. "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, [T] 1999.

**[T]** 

**[T]** 

- 6. "FERC" shall mean the Federal Energy Regulatory Commission.
- 7. "Kenergy" shall mean Kenergy Corp.
- 8. "Member" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County [T] Rural Electric Cooperative Corporation.
- 9. "Member Cooperative" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or **[T]** Meade County Rural Electric Cooperative Corporation.
- 10. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy [T] Corp., and Meade County Rural Electric Cooperative Corporation.
- 11. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and **[T]** Meade County Rural Cooperative Corporation.

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013	
ma	mk G. TRiley	
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer	

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

		For All Territory Se Cooperative's Trans P.S.C. KY. No.		
		-		70
			SHEET NO	78
	<u>Electric Corporation</u> e of Utility)	CANCELLING P.S.		<b></b>
			SHEET NO.	
	RATES, TERMS	AND CONDITIONS - SECTI	ON 4	
efinitions -	<u>– (continued)</u>			<b>r</b> ]
13.	"Rural Customers" are retail cus RDS.	tomers of Members served u	nder Standard Rate S	schedule
14.	"SEPA" shall mean the Southeas Department of Energy or any suc		an agency of the U.S	
15.	"Seller" shall mean Big Rivers E	lectric Corporation.		
16.	"Smelter" is the aluminum reduc or Century Aluminum of Kentu		Primary Products Co	poration
17.	"Smelter Agreements" are the tw of July 1, 2009, between Big Ri Smelter.			
18.	"Smelters" are the aluminum real and Century Aluminum of Kent Wholesale Smelter Agreements	ucky General Partnership, a		
		P		
		PUI	KENTUCKY BLIC SERVICE COM	MISSION
		PUI	JEFF R. DEROUE	EN
			BLIC SERVICE COM	EN
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ATE OF ISS Mark	Ce. Toiley	DATE EFFECTIVE	BLIC SERVICE COM JEFF R. DEROUE EXECUTIVE DIRECT TARIFF BRANCH Bunt Kirthy	EN OR

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	For All Territory Served By Cooperative's Transmission System		
BigRivers	P.S.C. KY. No.	25	1992 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
FLECTRIC CORPORATION	Original	SHEET NO.	93
Your Touclistone Energy' Cooperative K	CANCELLING P.S.	.C. KY. No.	24
(Name of Utility)	Original	SHEET NO.	78
DATES TERMS A	ND CONDITIONS - SECTI	ON 4	

## **Definitions** – (continued)

- 12. "MISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any [T] successor entity.
- 13. "New Customer" shall mean any customer of a Member Cooperative commencing service on or [T] after September 1, 1999.
- 14. "OATT" shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets [T] Tariff, as revised from time to time.
- 15. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]
- 16. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of **[T]** Energy or any successor agency.
- 17. "Seller" shall mean Big Rivers Electric Corporation.
- 18. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or [T] Century Aluminum of Kentucky General Partnership.

**[T]** 

- 19. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, [T] 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.
- 20. "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and [T] Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.
- "Third-Party Supplier" or "Third-Party Suppliers" shall mean any supplier of wholesale electric [T] service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]

DATE OF ISSUE DATE EFFECTIVE	January 15, 2013 February 18, 2013
	Mark a. T Juley
ISSUED BY:	Mark A. Bailey, President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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# APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES

CASE NO. 2012-00535

# **Present Tariff versus Proposed Tariff**

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Review of

Present Tariff versus Proposed Tariff

in Comparative Form

on Facing Sheets Side-by-Side

# Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements (Forecasted Test Period 12ME 8/31/2014: Base Period 12ME 4/30/2013)

	(Forecusted Test Feriod 12mE 8/51/2014; Duse Feriod 12mE 4/50/2015)
1	
2	Tab No. 10
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(1)(b)(9)
5	Sponsoring Witness: Mark A. Bailey
6	
7	Description of Filing Requirement:
8	Description of Filing Requirement.
9	Statement that customer notice has been given in compliance with 807
10	KAR 5:001 Sections 3 and 4 with a copy of the notice.
11	Response:
12	Big Rivers has given customer notice in compliance with 807
13	KAR 5:001 Sections $10(3)$ and $10(4)$ . Please see the attached
14	Certificate of Notice to customers, with a copy of the notice
15	attached thereto.
16	

.

Case No. 2012-00535 Tab No. 10 807 KAR 5:001 10(1)(b)(9) Page 1 of 1

1 2 3 4	COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
$\frac{1}{5}$	In the Matter of:
7 8 9 10	Application of Big Rivers Electric)Corporation for a General)Case No. 2012-00535Adjustment in Rates)
11	<b>CERTIFICATE OF NOTICE</b>
12	To the Public Service Commission, Frankfort, Ky.
13	Pursuant to the Rules Governing Tariffs (effective June 2, 1982), I hereby
14	certify that I am President and Chief Executive Officer of Big Rivers Electric
15	Corporation, a utility furnishing wholesale electric service within the
16	Commonwealth of Kentucky, which on the 15 <sup>th</sup> day of January, 2013, issued its
<b>1</b> 7	Tariff PSC No. 25, cancelling its Tariff PSC No. 24, to become effective February 18,
18	2013, and that notice to the public of the issuing of the same is being given in all
19	respects as required by Section 8 of said administrative regulation, as follows:
20	On the 15 <sup>th</sup> day of January, 2013, the same was exhibited for public
21	inspection at the office and place of business of Big Rivers Electric Corporation in
22	the territory affected thereby, to wit, at 201 Third Street, Henderson, Kentucky,
23	and that the same will be kept open to public inspection at said office and place of
24	business in conformity with the requirements of Section 8 of said administrative
25	regulation.
26	On the 15 <sup>th</sup> day of January, 2013, typewritten or printed notice of the

<sup>77</sup> proposed rates or administrative regulations was mailed to each of the three

members/customers of Big Rivers Electric Corporation whose rates or charges will
 be increased thereby, a copy of said notice is attached hereto and was posted for
 public inspection at the aforesaid office and place of business of Big Rivers Electric
 Corporation.
 Given under my hand this 15<sup>th</sup> day of January, 2013.

5 6 7

8 9

 $\frac{10}{11}$ 

Mark A. Bailey

Mark A. Balley 201 Third Street P.O. Box 24 Henderson, Kentucky 42419-0024



201 Third Street P.O. Box 24 Henderson, KY 42419-0024 270-827-2561 www.bigrivers.com

January 15, 2013

Mr. G. Kelly Nuckols President and CEO Jackson Purchase Energy Corporation 2900 Irvin Cobb Drive Paducah, KY 42002

Mr. Gregory J. Starheim President and CEO Kenergy Corp. 6402 Corydon Road P.O. Box 18 Henderson, KY 42419-0018

Mr. Burns E. Mercer President and CEO Meade County Rural Electric Cooperative Corporation 1351 Hwy. 79 Brandenburg, KY 40108

## RE: APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A GENERAL ADJUSTMENT IN RATES, P.S.C. Case No. 2012-00535

Gentlemen:

Big Rivers Electric Corporation ("Big Rivers") gave notice to the Kentucky Public Service Commission ("Commission") on December 4, 2012, pursuant to 807 KAR 5:001 Section 10(2), of its intent to file a rate application no earlier than four (4) weeks from that date. On January 15, 2013, Big Rivers will file its notice of adjustments to its wholesale electric tariff to become effective February 18, 2013.

Attached to this letter you will find schedules showing (i) the amount of the rate change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply; (ii) the present rates and the proposed rates for each customer class to which the proposed rates would apply; and (iii) the effect upon the average bill for each

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Mr. Kelly Nuckols Mr. Gregory J. Starheim Mr. Burns E. Mercer January 15, 2013 Page 2

customer class to which the proposed rate change will apply. The proposed adjustments in Big Rivers' wholesale electric rates and tariffs are more fully described in the copy of the complete filing enclosed with this letter. The numbers and percentages used in this paragraph are affected by certain mechanisms or adjustments that have a temporary or limited effect, namely, the Member Rate Stability Mechanism, Rural Economic Reserve Rider, and Non-Smelter Non-FAC PPA, all of which are explained in the Direct Testimony of John Wolfram, Tab. 73 to the application.

The rates contained in this notice are the rates proposed by Big Rivers; however, the Commission may order rates to be charged that differ from the proposed rates. Such action may result in rates for members other than the rates proposed by Big Rivers and contained in this notice.

Any corporation, association, or person with a substantial interest in this matter may request to intervene, by written request or motion, within thirty (30) days after the date of mailing of this notice of the proposed rate changes, although the Public Service Commission may grant intervention beyond the thirty (30) day period for good cause shown. The request to intervene shall be submitted to the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602, and shall set forth the grounds for the request including the status and interest of the party.

Any person who has been granted intervention by the Commission may obtain copies of the rate application and any other filings made by Big Rivers by contacting Big Rivers at the address and telephone number shown above. Any person may examine the rate application, filed testimony and any other filings made by Big Rivers at the main offices of Big Rivers, located at the address shown above, or at the offices of the Commission, located at 211 Sower Boulevard, Frankfort, Kentucky, telephone number (502) 564-3490.

Sincerely yours,

Marke G. Bailey

Mark A Bailey President and CEO

# Schedule Showing the Amount of Rate Change Requested in Both Dollar Amounts and Percentage Change for Each Customer Classification for which the Proposed Rate Change will Apply

	Dollar Amount of Rate Change	Percentage Change
Rural Delivery Service RDS	\$ 40,676,278	29.4%
Large Industrial Customer LIC	\$ 8,247,929	17.9%
Smelters*	\$ 25,551,913	15.6%

\*The rate for the Smelters is based upon the Large Industrial Customer LIC rate

•

# Schedule Showing the Present and Proposed Rates for Each Customer Classification for which the Proposed Rate Change will Apply

Rate Schedule	Present Rate	<b>Proposed Rate</b>
Rural Delivery Service (RDS)		
Demand Charge	\$ 9.5000 / kW / Month	\$ 16.9500 / kW / Month
Energy Charge	\$ 0.029736 / kWh	\$ 0.030000 / kWh
Large Industrial Customer (LIC)		
Demand Charge	\$ 10.5000 / kW / Month	\$ 12.4100 / kW / Month
Energy Charge	\$ 0.024505 / kWh	\$ 0.030000 / kWh
<u>Cogeneration/Small Power Production</u> Sales – Over 100 KW (QFS)		
Demand Charge – Weekly	\$ 2.192 / kW / Week	\$ 3.955 / kW / Week
Energy Charge	\$ 0.029736 / kWh	\$ 0.030000 / kWh

Note: There are no customers currently served under the Cogeneration / Small Power Production Sales – Over 100 KW (QFS) tariff.

## Schedule Showing the Effect Upon the Average Bill for Customer Classification for which the Proposed Rate Change will Apply

-	Average Bill at Present Rates	Average Bill at Proposed Rates	Dollar Change	Percent Change
Rural Delivery Service (RDS)	\$ 3,836,697	\$ 4,966,593	\$ 1,129,897	29.4%
Large Industrial Customer (LIC)	\$ 191,934	\$ 226,300	\$ 34,366	17.9%
Smelters*	\$ 13,646,340	\$ 15,775,666	\$ 2,129,326	15.6%

Note: For the Rural Delivery Service (RDS) the average represents the average bill for the three members served under the rate, and for the Large Industrial Customer rate (LIC) the average represents the average bill for the twenty industrial customers served under the rate.

\*For the Smelters, the average represents the annual estimated Smelter billing amounts, as derived from the Large Industrial Customer (LIC) rate, divided by 12.

# BIG RIVERS ELEC CORPORATION Cost of Service Study Billing Determinants - Present and Proposed Rates

## 12 Months Ended August 31, 2014

	Billing	Current	Rate	Propos	ed Rate	Variance
Rate	Determinants	Charge	Billings			Variance
Rural Delivery Point Service			Dinings	Charge	Billings	Billings
<u> </u>	<b>`</b>					
Demand Charge CP	5,322,297 kW-Mo	9.50 /kW-Mo	\$ 50,561,820	16.95 /kW-Mo	\$ 90,190,052	\$ 39,628,232
Energy Charge	2,436,557,000 kWh	\$ 0.029736 /kWh	72,453,459	\$ 0.030000 /kWh	73,096,710	643,251
Total Demand and Energy Charges		0.050487	\$ 123,015,279	0.067015	\$ 163,286,762	\$ 40,271,483
Non-Smelter Non-FAC PPA FAC Environmental Surcharge Surcredit		(0.000781) 0.005141 0.003578 (0.001738)	(1,903,467) 12,526,275 8,718,352 (4,235,358)	(0.000781) 0.005141 0.003744 (0.001738)	(1.903,467) 12,526,275 9,123,147 (4,235,358)	404,795
Total	2,436,557,000 kWh	0.056687	\$ 138,121,080	0.073381	\$ 178,797,359	\$ 40,676,278
Increase \$ Increase %		•			<b>\$ 40,676,278</b> 29.4%	
Large Industrial Customer Deliver	y Point Service			and the second	14	
Demand Charge NCP	1,674,594 kW-Mo	10.50 /kW-Mo	\$ 17,583,237	12.41 /kW-Mo	\$ 20,788,374	\$ 3,205,137
Energy Charge	943,698,679 kWh	\$ 0.024505 /kWh	23,125,336	\$ 0.030000 /kWh	\$ 28,310,960	\$ 5,185,624
Total Demand and Energy Charges		0.043137	\$ 40,708,573		\$ 49,099,334	\$ 8,390,761
Non-Smelter Non-FAC PPA FAC Environmental Surcharge		(0.000781) 0.005125 0.003109	(737,229) 4,836,245 2,933,572	(0.000781) 0.005125	(737,229) 4,836,245	
Surcredit		(0.001777)	(1,677,110)	0.002957 (0.001777)	2,790,740 (1,677,110)	(142,833)
	943,698,679 kWh	0.048812	\$ 46,064,053	0.057552	\$ 54,311,981	\$ 8,247,929
ncrease \$ ncrease %					\$ 8,247,929	

17.9%

Case No. 2012-00535 Exhibit Wolfram-5 Page 1 of 4

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# BIG RIVERS ELEC CORPORATION Cost of Service Study Billing Determinants - Present and Proposed Rates

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## 12 Months Ended August 31, 2014

	Current Rate		Propos	sed Rate	Variance	
Rate	Determinants	Charge	Billings	Charge	Billings	Billings
Smelter		<sup>n</sup> di d <sub>e</sub> stro <sub>t</sub>				
Base Energy Charge						
Base Fixed Energy Charge	3,159,206,400 kWh	0.039432 /kWh	\$ 124,573,827	\$ 0.047603 /kWh	\$ 150,387,702	\$ 25,813,875
Base Variable Energy Charge	- kWh	0.012470 /kWh	-	\$ 0.021806 /kWh		-
Total Base Energy Charge	3,159,206,400 kWh	0.039432	\$ 124,573,827		\$ 150,387,702	\$ 25,813,875
Other Charges or Credits						
TIER Adjustment Charge Non-FAC PPA FAC Environmental Surcharge Surcharge	3,159,206,400	0.002950 (0.000369) 0.005121 0.002829 0.001872 0.051835	<ul> <li>\$ 9,319,659 (1,165,347)</li> <li>16,176,808</li> <li>8,938,660</li> <li>5,912,468</li> <li>\$ 163,756,075</li> </ul>	0.002950 (0.000369) 0.005121 0.002746 0.001872 0.059923	\$ 9,319,659 \$ (1,165,347) \$ 16,176,808 \$ 8,676,698 \$ 5,912,468 \$ 189,307,988 \$ 25,551,913	\$ - (261,962) - \$ 25,551,913
Increase %					25,551,913 15.6%	
TOTAL	6,539,462,079	0.053206	\$ 347,941,208	0.064595	\$ 422,417,328	\$ 74,476,120
INCREASE				0.011389	<b>\$</b> 74,476,120 21.40%	

Case No. 2012-00535 Exhibit Wolfram-5 Page 2 of 4

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## BIG RIVERS ELEC CORPORATION Cost of Service Study

Billing Determinants - Present and Proposed Rates

## 12 Months Ended August 31, 2014

		Dilling	Current F	Rate	Proposed F	Rate	Variance
Rate		Billing Determinants	Charge	Billings	Charge	Billings	Billings
Notes	Note A:	Base Rate is the rate resulting from the app	plication of the Large Industrial	Rate to a load with a 98%	load factor, plus \$0.0025/kW	'h.	
		Large Industrial Demand Charge Hours {730 hrs * 98%} Demand Charge per kWh Energy Charge Plus: Total	Current 10.50 715.4 \$ 0.014677 0.024505 0.000250 \$ 0.039432	-	Proposed 12.41 715.4 \$ 0.017353 0.030000 0.000250 \$ 0.047603		
	Note B:	Base Variable Energy Charge equals the to	tal of the FAC Base, Environm	ental Surcharge Base, and	I Non-FAC PPA Base		
		FAC Base Environmental Surcharge Base Non-FAC PPA Base	\$ 0.01072 - 0.000874		\$ 0.01072 \$ 0.0209  0.000874		
		Total Base Variable Energy Charge	\$ 0.012470		\$ 0.011594		

Case No. 2012-00535 Exhibit Wolfram-5 Page 3 of 4

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## BIG RIVERS ELEC CORPORATION Cost of Service Study Billing Determinants - Present and Proposed Rates

## 12 Months Ended August 31, 2014

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	Billing	Cu	rrent Rate		Pr	oposed Rate	_	<b></b>	Variance
Rate	Determinants	Charge		Billings	Charge		Billings	•	Billings
Notes	Note C: ES is calculated on the basis of Total Adjusted R	Revenues					,		3
	ES Revenues	42% 14% 43% 100%	R \$ Ll \$ S \$ Total \$	8,718,352 2,933,572 8,938,660 20,590,584	44% 14% 42% 100%	R\$ LI\$ S\$ Total\$	9,123,147 2,790,740 8,676,698 20,590,584	\$\$ \$\$ \$\$ \$\$	404,795 (142,833) (261,962) -
	Total Adj Revenue	42% 14% 44% 100%		44,807,590 139,585,288	44% 14% 42% 100%	R \$ Ll \$ S \$ Total \$	173,909,570 53,198,351 165,399,163 392,507,084	\$\$ \$\$ \$ \$	40,271,483 8,390,761 25,813,875 74,476,120
	Note D: Retail rate increases estimated using approximat	e distribution cost ad	der						
	RDS Distr Adder LIC Dist Adder	0.03300 0.00200							
	RDS	0.089687			0.106381				0.016694 19%
	LIC	0.050812			0.059552				0.008740 17%

Case No. 2012-00535 Exhibit Wolfram-5 Page 4 of 4

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# BIG RIVERS ELECTRIC CORPORATION Cost of Service Study Summary of Proposed Increase

# 12 Months Ended August 31, 2014

	Total Revenue at Current Rates	Total Revenue at Proposed Rates	Increase	Increase
Class	(\$)	(\$)	(\$)	(%)
Rural	138,121,080	178,797,359	40,676,278	29.4%
Large Industrial	46,064,053	54,311,981	8,247,929	17.9%
Smelter	163,756,075	189,307,988	25,551,913	15.6%
Total	347,941,208	422,417,328	74,476,120	21.4%

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Case No. 2012-00535 Exhibit Wolfram-6 Page 1 of 1

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# BIG RIVERS ELECTRIC CORPORATION Cost of Service Study Estimate of Retail Rate Increase

## 12 Months Ended August 31, 2014

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				•					
				Current		Proposed		Increase	increase
Rural Del	ivery Service								
<u>Marar Der</u>									
Ectimated	Retail Rate (\$/kWh)								
Estimateu	All-in Wholesale Rate	<u>a</u>		0.056687		0.073381		0.016694	29.4%
	Estimated Retail Dist			0.033000		0.033000		0.010034	20.470
	Total Retail Rate Est			0.089687	•••••••	0.106381		0.016694	18.6%
	I Utal Metall Mate Lot	intate		0.005007		0.100301		0.010034	10.070
Fetimatod	Billings (\$/Month)								
Lounaceu	Monthly Usage	100 kWh	\$	8.97	\$	10.64	\$	1.67	18.6%
	Monthly 05age	200	\$	17.94	\$	21.28	\$	3.34	18.6%
		300		26.91	\$	31.91	\$	5.00	18.6%
		400	φ	35.87	\$	42.55	\$	6.68	18.6%
		500	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	44.84	\$	53.19	φ \$	8.35	18.6%
		600	φ	53.81	φ \$	63.83	Գ \$	10.02	18.6%
		700	φ Φ	62.78		74.47			18.6%
			ф Ф		\$		\$	11.69	
		800	φ Φ	71.75	\$	85.10	\$	13.35	18.6%
		900		80.72	\$	95.74	\$	15.02	18.6%
		1000	\$ \$	89.69	\$	106.38	\$	16.69	18.6%
		1100	\$	98.66	\$	117.02	\$	18.36	18.6%
		1200	\$	107.62	\$	127.66	\$	20.04	18.6%
		1300	\$ \$	116.59	\$	138.30	\$	21.71	18.6%
		1400		125.56	\$	148.93	\$	23.37	18.6%
		1500	\$	134.53	\$	159.57	\$	25.04	18.6%
Estimated	Retail Rate (\$/kWh) All-In Wholesale Rat	e		0.048812		0.057552		0.008740	17.9%
	Estimated Retail Dist			0.002000		0.002000		0.009740	47.00/
	Total Retail Rate Est	Imate		0.050812		0.059552		0.008740	17.2%
E a fina a fa d	Dillings (¢/Month)								
Estimateu	Billings (\$/Month) Monthly Usage	500 kWh	¢	25.41	\$	29.78	¢	4.37	17.2%
	wonning Usage	600	\$ ¢	30.49	φ \$	35.73	\$	4.37 5.24	17.2%
		700	\$ \$	35.57	ф \$		\$ ¢	5.24 6.12	
			э \$			41.69	\$		17.2%
		800		40.65	\$	47.64	\$	6.99	17.2%
		900	\$	45.73	\$	53.60	\$	7.87	17.2%
		1000	\$	50.81	\$	59.55	\$	8.74	17.2%
		1100	\$	55.89	\$	65.51	\$	9.61	17.2%
		1200	\$	60.97	\$	71.46	\$	10.49	17.2%
		1300	\$	66.06	\$	77.42	\$	11.36	17.2%
		1400	\$	71.14	\$	83.37	\$	12.24	17.2%
		1500	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	76.22	\$	89.33	\$	13.11	17.2%
		1600	\$	81.30	\$	95.28	\$	13.98	17.2%
		1700	\$	86.38	\$	101.24	\$	14.86	17.2%
		1800	\$	91.46	\$	107.19	\$	15.73	17.2%
		1900		96.54	\$	113,15	\$	16.61	17.2%
		2000	\$	101.62	\$	119.10	\$	17.48	17.2%

-
	<b>Big Rivers Electric Corporation</b>
	Case No. 2012-00535
	Forecasted Test Period Filing Requirements
	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
1	
2	Tab No. 11
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(2)
5	Sponsoring Witness: Albert M. Yockey
6	
7 8	Description of Filing Requirement:
9	Notice of Intent. Utilities with gross annual revenues greater than
10	\$1,000,000 shall file with the commission a written notice of intent to file a
11	rate application at least four (4) weeks prior to filing their application. The
12	notice of intent shall state whether the rate application will be supported
13	by a historical test period or a fully forecasted test period. This notice shall
14	be served upon the Attorney General, Utility Intervention and Rate
15	Division.
16	<u>Response</u> :
17	Big Rivers filed its Notice of Intent with the Commission on December 4,
18	2012. A copy of that Notice of Intent is attached. A copy of that Notice of
19	Intent was also served upon the Attorney General, Utility Intervention
20	and Rate Division.

Case No. 2012-00535 Tab No. 11 807 KAR 5:001 10(2) Page 1 of 1 •

#### SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC

ATTORNEYS AT LAW

Ronald M. Sullivan Jesse T. Mountjoy Frank Stainback James M. Miller Michael A. Fiorella Allen W. Holbrook R. Michael Sullivan Bryan R. Reynolds\* Tyson A. Karnuf Mark W. Starnes C. Ellsworth Mountjoy

Also Licensed in Indiana

December 3, 2012

Mr. Jeff DeRouen Executive Director Public Service Commission 211 Sower Boulevard, P.O. Box 615 Frankfort, Kentucky 40602-0615 DEC 0.4 2012

JLIC SERVICE

wer Boulevard, P.O. Box 615 ort, Kentucky 40602-0615

. ⊖MMISSION

Re: Big Rivers Electric Corporation - Notice of Intent

Dear Mr. DeRouen:

Big Rivers Electric Corporation gives this notice pursuant to 807 KAR 5:001 Section 10(2), through counsel, of its intent to file no sooner than four weeks from today a notice of and application for a general adjustment in its rates. The general adjustment in rates will be supported by a fully forecasted test period.

A copy of this notice has been served upon the Kentucky Attorney General, Utility Intervention and Rate Division by regular mail, and a copy of this notice in a portable document format has been transmitted by electronic mail to the Attorney General's Office of Rate Intervention at <u>rateintervention@ag.ky.gov</u>.

Big Rivers notes that the Public Service Commission has proposed amendments to regulations that are relevant to this proceeding and that the effective date of those regulations is not yet known. Big Rivers is currently preparing its application under the existing regulations. To the extent that the proposed amendments are made effective prior to Big Rivers filing its notice of and application for a general adjustment in its rates, Big Rivers anticipates filing a motion for deviation to allow it to file under the presently existing regulations.

Please serve any order or other documents pertaining to this matter upon the following persons in addition to the undersigned:

Mark A. Bailey President and CEO Big Rivers Electric Corporation 201 Third Street Henderson, KY 42420 <u>Mark.Bailey@bigrivers.com</u> (270) 827-2561

Telephone (270) 926-4000 Telecopier (270) 683-6694

> 100 St. Ann Building PO Box 727 Owensboro, Kentucky 42302-0727

Mr. Jeff DeRouen Page 2 December 3, 2012

> Albert Yockey Vice President, Governmental Relations and Enterprise Risk Management Big Rivers Electric Corporation 201 Third Street Henderson, KY 42420 <u>albert.yockey@bigrivers.com</u> (270) 827-2561

Sincerely yours,

mes m. milen

James M. Miller Counsel for Big Rivers Electric Corporation

cc: Mark A. Bailey Albert Yockey Kentucky Attorney General Office of Rate Intervention

	Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements
1	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
2 3 4 5 6	Tab No. 12 Filing Requirement 807 KAR 5:001 Sec. 10(3) Sponsoring Witness: Albert M. Yockey
7 8	Description of Filing Requirement:
9	Form of notice to customers. Every utility filing an
10	application pursuant to this section shall notify all affected
11	customers in the manner prescribed herein. The notice shall
12	include the following information:
13	(a) The amount of the change requested in both dollar
14	amounts and percentage change for each customer
15	classification to which the proposed rate change
16	will apply;
17	(b) The present rates and the proposed rates for each
18	customer class to which the proposed rates would
19	apply;
20	(c) Electric, gas, water and sewer utilities shall include
21	the effect upon the average bill for each customer
22	class to which the proposed rate change will apply;
23	(d) Local exchange companies shall include the effect
24	upon the average bill for each customer class for the
25	proposed rate change in basic local service;

Case No. 2012-00535 Tab No. 12 807 KAR 5:001 10(3) Page 1 of 3

## Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements (Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013) (e) A statement that the rates contained in this notice

- are the rates proposed by (name of utility); however,
  the Public Service Commission may order rates to
  be charged that differ from the proposed rates
  contained in this notice;
- 6 (f) A statement that any corporation, association, or 7 person with a substantial interest in the matter 8 may, by written request, within thirty (30) days 9 after publication or mailing of this notice of the 10 proposed rate changes request to intervene; 11 intervention may be granted beyond the thirty (30) 12 day period for good cause shown;
- 13(g) A statement that any person who has been granted14intervention by the commission may obtain copies of15the rate application and any other filings made by16the utility by contacting the utility through a name17and address and phone number stated in this18notice;

19

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Case No. 2012-00535 Tab No. 12 807 KAR 5:001 10(3) Page 2 of 3

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1		
2	<i>(h)</i>	A statement that any person may examine the rate
3		application and any other filings made by the
4		utility at the main office of the utility or at the
5		commission's office indicating the addresses and
6		telephone numbers of both the utility and the
7		commission; and
8	<i>(i)</i>	The commission may grant a utility with annual
9		gross revenues greater than \$1,000,000, upon
10		written request, permission to use an abbreviated
11		form of published notice of the proposed rates
12		provided the notice includes a coupon which may be
13		used to obtain all of the information required
14		herein.
15		

16 <u>Response</u>:

22

17	The notice Big Rivers provided to its three customers
18	(Jackson Purchase Energy Corporation, Kenergy Corp., and
19	Meade County Rural Electric Cooperative Corporation) is
20	included as an attachment to Filing Requirement 807 KAR
21	5:001 Sec. 10(1)(b)(9) at Tab No. 10.

Case No. 2012-00535 Tab No. 12 807 KAR 5:001 10(3) Page 3 of 3

	(Forecasted Test Period 12ME 8/31/2014; Base Feriod 12ME 4/30/2013)
1	
2	Tab No. 13
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(4)(a)
5	Sponsoring Witness: Albert M. Yockey
6	
7	
8	Description of Filing Requirement:
9	Manner of notification. Sewer utilities shall give the required typewritten
10	notice by mail to all of their customers pursuant to KRS 278.185.
11	<u>Response</u> :
12	This filing requirement is not applicable as Big Rivers is not a sewer
13	utility.

Case No. 2012-00535 Tab No. 13 807 KAR 5:001 10(4)(a) Page 1 of 1

1 **Tab No. 14** 2 **Filing Requirement** 3 807 KAR 5:001 Sec. 10(4)(b) 4 **Sponsoring Witness: Albert M. Yockev** 5 6 7 **Description of Filing Requirement:** 8 Applicants with twenty (20) or fewer customers affected by the proposed 9 general rate adjustment shall mail the required typewritten notice to each 10 customer no later than the date the application is filed with the 11 commission. 12 **Response:** 13 Big Rivers mailed the required notice to its only three 14 customers (Jackson Purchase Energy Corporation, Kenergy 15 Corp., and Meade County Rural Electric Cooperative 16 Corporation) on or before the date the application was filed 17 with the Commission. A copy of the notice is included as an 18 attachment to Filing Requirement 807 KAR 5:001 Sec. 19 10(1)(b)(9) at Tab No. 10. 20

> Case No. 2012-00535 Tab No. 14 807 KAR 5:001 10(4)(b) Page 1 of 1

	Big Rivers Electric Corporation
	Case No. 2012-00535
	Forecasted Test Period Filing Requirements
1	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
T	
2	Tab No. 15
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(4)(c)
5	Sponsoring Witness: Albert M. Yockey
6	
7	
8	Description of Filing Requirement:
9	Except for sewer utilities, applicants with more than twenty (20) customers
10	affected by the proposed general rate adjustment shall give the required
11	notice by one (1) of the following methods:
12	1. A typewritten notice mailed to all customers no later than the date the
13	application is filed with the commission;
14	2. Publishing the notice in a trade publication or newsletter which is
15	mailed to all customers no later than the date on which the application
16	is filed with the PSC; or
17	3. Publishing the notice once a week for three (3) consecutive weeks in a
18	prominent manner in a newspaper of general circulation in the utility's
19	service area, the first publication to be made within seven (7) days of the
20	filing of the application with the commission.
21	<u>Response</u> :
22	This filing requirement is not applicable as Big Rivers has less than 20
23	customers.

Case No. 2012-00535 Tab No. 15 807 KAR 5:001 10(4)(c) Page 1 of 1



<b>Big Rivers Electric Corporation</b>
<b>Case No. 2012-00535</b>
Forecasted Test Period Filing Requirements
(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
Tab No. 16
Filing Requirement
807 KAR 5:001 Sec. 10(4)(d)
Sponsoring Witness: Albert M. Yockey

#### **Description of Filing Requirement:** 8

Tab No. 10.

1

2 3 4

5 6 7

18

19

9	Manner of notification. If the notice is published, an
10	affidavit from the publisher verifying the notice was
11	published, including the dates of the publication with an
12	attached copy of the published notice, shall be filed with the
13	commission no later than forty-five (45) days of the filed date
14	of the application.
15	Response:
16	Big Rivers mailed the notice to its customers pursuant to
17	807 KAR 5:001 Section 10(4)(b) rather than publishing the
18	notice. A copy of the notice is included as an attachment at

Case No. 2012-00535 Tab No. 16 807 KAR 5:001 10(4)(d) Page 1 of 1

#### **Big Rivers Electric Corporation** Case No. 2012-00535 **Forecasted Test Period Filing Requirements** (Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013) 1 Tab No. 17 2 **Filing Requirement** 3 807 KAR 5:001 Sec. 10(4)(e) 4 **Sponsoring Witness: Mark A. Bailey** 5 6 7 **Description of Filing Requirement:** 8 If the notice is mailed, a written statement signed by the utility's chief 9 officer in charge of Kentucky operations verifying the notice was mailed 10 shall be filed with the Commission no later than thirty (30) days of the 11 filed date of the application. 12 13 **Response:** 14 The written statement, signed by Big Rivers' President and Chief Executive Officer, is included as an attachment to Tab No. 10 of this 15

16 Application.

Case No. 2012-00535 Tab No. 17 807 KAR 5:001 10(4)(e) Page 1 of 1

1	
2	Tab No. 18
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(4)(f)
5	Sponsoring Witness: Albert M. Yockey
6	
7 8	Description of Filing Requirement:
9	Manner of notification. All utilities, in addition to the above
10	notification, shall post a sample copy of the required
11	notification at their place of business no later than the date
12	on which the application is filed which shall remain posted
13	until the commission has finally determined the utility's
14	rates.
15	
16	Response:
17	Big Rivers has posted a sample copy of the notice at its place
18	of business, which will remain posted until the Commission
19	has finally determined Big Rivers' rates.

Case No. 2012-00535 Tab No. 18 807 KAR 5:001 10(4)(f) Page 1 of 1

1	
2	<b>Tab No. 19</b>
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(5)
5	Sponsoring Witness: Albert M. Yockey
6	
7	
8	Description of Filing Requirement:
9	Notice of hearing scheduled by the commission upon application by a
10	utility for a general adjustment in rates shall be advertised by the utility by
11	newspaper publication in the areas that will be affected in compliance with
12	KRS 424.300.
13	Response:

14 Big Rivers will comply with 807 KAR 5:001 Section 10(5).

Case No. 2012-00535 Tab No. 19 807 KAR 5:001 10(5) Page 1 of 1

### Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
1	
2	<b>Tab No. 20</b>
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(8)(a)
5	Sponsoring Witnesses: John Wolfram and DeAnna M. Speed
6 7	
7 8	Description of Filing Requirement:
9	Financial data for forecasted period presented as pro forma adjustments to
10	base period.
11	<u>Response</u> :
12	See the attachment hereto, which is being filed with a Petition for
13	Confidential Treatment, for financial data for the forecasted test period
14	presented as adjustments to the base period.
15	The pro forma adjustments are detailed in Exhibit Wolfram-2 in the
16	Direct Testimony of Mr. John Wolfram at Tab No. 73 (Filing Requirement

Case No. 2012-00535 Tab No. 20 807 KAR 5:001 10(8)(a) Page 1 of 1

#### Big Rivers Electric Corporation Case No. 2012-00535 Statement of Operations Base Period with Adjustments to Forecast Period

Line Item	Base Period (May-12 to Apr-13	) Adjus	Adjustments		Forecasted Period Budget (Sep-13 to Aug-14)	
(\$ in 000s)						
Electric Energy Revenues					,	
Other Operating Revenue and Income	4,64	4	(948)		3,696	
Total Oper Revenues & Patronage Capital						
<b>Operation Expense-Production-excl fuel</b>						
<b>Operation Expense-Production-Fuel</b>						
Operation Expense-Other Power Supply						
<b>Operation Expense-Transmission</b>						
<b>Operation Expense - RTO/ISO</b>						
Consumer Service & Informational Expense						
Operation Expense - Sales						
Operation Expense - Administrative & General						
Total Operation Expense						
Maintenance Expense-Production						
Maintenance Expense-Transmission						
Maintenance Expense-General Plant						
Total Maintenance Expense						
Depreciation & Amortization Expense	\$ 41,32	4 \$	2,779	\$	44,103	
Taxes		1	-		1	
Enterest on Long-Term Debt	45,12	6	1,857		46,983	
Interest Charged to Construction-Credit	(60	,	(1,878)		(2,480)	
Other Interest Expense	-	5	(55)		<b>a</b> r.	
Other Deductions	40	2	189		591	
Total Cost of Electric Service						
Operating Margins						
Interest Income	\$ 1,55	6 \$	420	\$	1,976	
Other Capital Credits & Pat Dividends	1,27	7	1,429		2,706	
Extraordinary Items	-		-		- *	
Net Patronage Capital or Margins		·····				
	·····					

Case No. 2012-00535 Tab 20 Attachment - 807 KAR 5:001 Section 10(8)(a) Sponsoring Witnesses: John Wolfram and DeAnna M. Speed Page 1 of 1

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### Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1	
2	Tab No. 21
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(8)(b)
5	Sponsoring Witness: John Wolfram
6	
7	
8	Description of Filing Requirement:
9	Forecasted adjustments shall be limited to the twelve (12) months
10	immediately following the suspension period.
11	
12	<u>Response</u> :
13	Big Rivers notes that forecasted adjustments in this filing are limited to
14	the twelve (12) months immediately following the suspension period.

Case No. 2012-00535 Tab No. 21 807 KAR 5:001 10(8)(b) Page 1 of 1 -

1	
2 3 4 5	Tab No. 22 Filing Requirement 807 KAR 5:001 Sec. 10(8)(c) Sponsoring Witness: Billie J Richert
6 7	
8	Description of Filing Requirement:
9	Capitalization and net investment rate base shall be based on a 13-month
10	average for the forecasted period.
11	
12	Response:
13	Capitalization and net investment rate base are based on a 13-month
14	average for the forecasted period.

Case No. 2012-00535 Tab No. 22 807 KAR 5:001 10(8)(c) Page 1 of 1

	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
1	
2	Tab No. 23
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(8)(f)
5 6	Sponsoring Witness: Travis A. Siewert
6 7	
8	Description of Filing Requirement:
9	The utility shall provide a reconciliation of the rate base and capital used
10	to determine its revenue requirements.
11	Response:
12	Please see page 1 of the attachment to this response for reconciliation of
13	the rate base and capital. Please see pages 2-3 of the attachment to this
14	response for the capitalization schedule.
15	The calculation of rate base for the forecasted test period is included in
16	Tab 48. It should be noted, however, that a Contract 1.24 Times Interest
17	Earned Ratio ("TIER") was utilized to determine Big Rivers' revenue
18	requirement in this proceeding rather than a rate of return on rate base or
19	total capitalization.

Case No. 2012-00535 Tab No. 23 807 KAR 5:001 10(8)(f) Page 1 of 1

### Big Rivers Electric Corporation Case No. 2012-00535 Reconciliation of Capitalization to Rate Base Forecasted Test Year

Capitalization Members' Equity	\$ 404,125,400
Long-Term Debt	950,473,237
Total Capitalization	\$ 1,354,598,637
Assets Forecasted Not In Rate Base: Other Property and Investments	\$ (196,934,143)
Cash and Temporary Cash Investments Accounts Receivable	(90,619,686) (41,939,812)
Other Current Assets	(13,706,748)
Subtotal	\$ (343,200,389)
Liabilities Forecasted Not In Rate Base: Current Liabilities Other Liabilities Subtotal	\$ 39,366,926 142,162,490 181,529,416
Assets In Rate Base, Not Forecasted: Cash Working Capital Subtotal	\$ 25,642,732 25,642,732
Total Rate Base	\$ 1,218,570,396

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Case No. 2012-00535 Tab 23 Attachment - 807 KAR 5:001 10(8)(f) Sponsoring Witness: John Wolfram Page 1 of 3

# Big Rivers Electric Corporation Case No. 2012-00535 Fully Forecasted Test Period 13-Month Average Capitalization

Item	August 2013	September 2013	October 2013	1	November 2013	December 2013		January 2014	February 2014	
Capitalization										
(Forecast Period):				•	000 000 499	\$ 402,226,	068 \$	§ 407,378,728	\$ 410,924,239	
Members' Equity	\$ 400,526,433	\$ 400,380,424	\$ 397,880,153	\$	398,262,483	φ 402,220,	000	,		
		946,144,027	946,155,461		943,125,909	943,230,	747	952,242,475	949,187,600	
Long-Term Debt	929,245,728					\$ 1,345,456	815	\$ 1,359,621,203	\$ 1,360,111,839	
Total	\$ 1,329,772,161	\$ 1,346,524,451	\$ 1,344,035,614	\$	1,341,388,392	\$ 1,345,450	010	ψ 1,000,011,0		
Capital Structure (Percentage of Total):									00.010/	
	22.10%	29.73%	29.60%	6	29.69%	29.90%		29.96%	30.21%	
Members' Equity	30.12%	29.1070				-	100/	70.04%	69.79%	
I more Dabt	69.88% 70.27% 70.40% 70.31%	70.10%		10.047						
Long-Term Debt			100.00%	6	100.00%	100	).00%	100.00%	6 100.00%	
Total	100.00%	100.00%	100.007	0	100.00					

Case No. 2012-00535 Tab 23 Attachment - 807 KAR 5:001 10(8)(f) Sponsoring Witness: John Wolfram Page 2 of 3

### Big Rivers Electric Corporation Case No. 2012-00535 Fully Forecasted Test Period 13-Month Average Capitalization

	March		April		Мау 2014		June 2014	July 2014	August 2014	13-Month Average
Item	2014		2014		2014		2011		A A A A A A A A A A A A A A A A A A A	
Capitalization (Forecast Period):										
Members' Equity	\$ 411,566,83	5 \$	404,915,892	\$	400,696,168	\$	402,605,195	\$ 406,330,306	\$ 409,937,292	\$ 404,125,400
Long-Term Debt	958,255,26	66	958,266,657		955,186,237		959,396,737	959,408,550	956,306,685	950,473,237
-			1 000 100 540	æ	1,355,882,405	\$	1,362,001,932	\$ 1,365,738,856	\$ 1,366,243,977	\$ 1,354,598,637
Total	\$ 1,369,822,0	31 \$	1,363,182,549	\$	1,355,862,400	Ψ	1,002,001,001			
Capital Structure (Percentage of Total):										
Members' Equity	30.0	5%	29.70%	)	29.55%		29.56%	29.75%	30.00%	29.83%
Long-Term Debt	69.9	5%	70.30%	, )	70.45%		70.44%	70.25%	70.00%	70.17%
-		00/	100.00%		100.00%		100.00%	 100.00%	 100.00%	 100.00%
Total	100.0	0%	100.00%	)	100.0070		100.007			

Case No. 2012-00535 Tab 23 Attachment - 807 KAR 5:001 10(8)(f) Sponsoring Witness: John Wolfram Page 3 of 3

1	
2 3 4 5 6 7	Tab No. 24 Filing Requirement 807 KAR 5:001 Sec. 10(9)(a) Sponsoring Witness: Mark A. Bailey
8	<b>Description of Filing Requirement:</b>
9	The prepared testimony of each witness the utility proposes to use to
10	support its application which shall include testimony from the utility's
11	chief officer in charge of Kentucky operations on the existing programs to
12	achieve improvements in efficiency and productivity, including an
13	explanation of the purpose of the program.
14	<u>Response</u> :
15	Direct testimony of each witness supporting Big Rivers' application is
16	included in Volume V. of this application (Tabs $63 - 73$ ). The following
17	witnesses have provided direct testimony for this application:
18	1. Mark A. Bailey, Big Rivers' President and Chief Executive
19	Officer (Tab No. 63), which includes testimony on Big Rivers'
20	existing programs to achieve improvements in efficiency and
21	productivity, including an explanation of the purpose of the
22	programs.
23	2. Billie J. Richert, Vice President, Accounting & Interim Chief
24	Financial Officer (Tab No. 64);
	Case No. 2012-0053 Tab No. 2

35 24 807 KAR 5:001 10(9)(a) Page 1 of 2

# Big Rivers Electric Corporation Case No. 2012-00535

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1		recasted Test Period Filing Requirements <i>Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)</i> Albert M. Yockey, Big Rivers' Vice President, Governmental
2		Relations & Enterprise Risk Management (Tab No. 65);
3	4.	Robert W. Berry, Big Rivers' Vice President, Production (Tab
4		No. 66);
5	5.	David G. Crockett, Big Rivers' Vice President, System
6		Operations (Tab No. 67);
7	6.	DeAnna M. Speed, Big Rivers' Manager, Budgets (Tab No. 68);
8	7.	Lindsay N. Barron, Big Rivers' Managing Director, Energy
9		Services (Tab No. 69);
10	8.	James V. Haner, Big Rivers' Vice President, Administrative
11		Service (Tab No. 70);
12	9.	Ted J. Kelly, Principal, Burns & McDonnell (Tab No. 71);
13	10.	Travis A. Siewert, Big Rivers' Senior Staff Accountant (Tab No.
14		72);
15	11.	John Wolfram, Principal, Catalyst Consulting LLC (Tab No. 73).

Case No. 2012-00535 Tab No. 24 807 KAR 5:001 10(9)(a) Page 2 of 2

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# Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013) 1 Tab No. 25 2 **Filing Requirement** 3 807 KAR 5:001 Sec. 10(9)(b) 4 Sponsoring Witnesses: Robert W. Berry and David G. Crockett 5 6 7 **Description of Filing Requirement:** 8 Most recent capital construction budget containing at minimum a three (3) 9 year forecast of construction expenditures. 10 11 **Response**: Please see the attachment hereto, which is provided under a Petition for 12 Confidential Treatment, for the most recent capital construction budget 13 containing budgeted construction expenditures for the four (4) year period 14 from 2013 through 2016. Note: Budgeted amounts exclude the City of 15 Henderson's share of Station Two amounts and include capitalized 16 interest. 17 18

> Case No. 2012-00535 Tab No. 25 807 KAR 5:001 10(9)(b) Page 1 of 2

# Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1

2	Tab No. 25
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(9)(b)
5	Sponsoring Witnesses: Robert W. Berry and David G. Crockett
6	
7	
8	Description of Filing Requirement:
9	Most recent capital construction budget containing at minimum a three (3)
10	year forecast of construction expenditures.
11	Response:
12	Summary of Capital Construction Budget 2013 – 2016 - Submitted under
13	Petition for Confidential Treatment,
14	

Case No. 2012-00535 Tab No. 25 807 KAR 5:001 10(9)(b) Page 2 of 2

1	
2	Tab No. 26
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(9)(c)
5	Sponsoring Witness: Billie J. Richert
6	
7	
8	Description of Filing Requirement:
9	Complete description, which may be filed in prefiled testimony form, of all
10	factors used in preparing the utility's forecast period. All economic models,
11	variables, assumptions, escalation factors, contingency provisions, and
12	changes in activity levels shall be quantified, explained, and properly
13	supported.
14	Response:
15	Complete descriptions of all factors used to prepare the forecasted test
16	period are described in the Direct Testimonies of Ms. Richert, Mr. Yockey,
17	Mr. Berry, Mr. Crockett, Ms. Speed, Ms. Barron, Mr. Haner, Mr. Kelly,
18	Mr. Siewert and Mr. Wolfram at Tab Nos. 64, 66, 67, 68, 69, 70, 71, 72 and
19	73, respectively (Filing Requirement 807 KAR 5:001 Sec. 10(9)(a)).

Case No. 2012-00535 Tab No. 26 807 KAR 5:001 10(9)(c) Page 1 of 1

1	
2	Tab No. 27
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(9)(d)
5	Sponsoring Witness: Ms. Billie J. Richert
6	
7 8	Description of Filing Requirement:
9	Annual and monthly budgets for the 12 months preceding filing date, base
10	period and forecasted period.
11	Response:
12	See the attachments to this response, which are submitted under a
13	Petition for Confidential Treatment, for copies of annual and monthly
14	budgets for the 12 months preceding the filing date, base period and
15	forecasted period. Note that the 2012 budget encompasses the 12 months
16	preceding the filing date.

Case No. 2012-00535 Tab No. 27 807 KAR 5:001 10(9)(d) Page 1 of 1

Line Item	Jan-2012 Budget	Mar-2012 Budget	Mar-2012 Budget	Apr-2012 Budget	May-2012 Budget	Jun-2012 Budget	Jul-2012 Budget
Electric Energy Revenues							
Other Operating Revenue and Income	338	334	334	334	334	334	334
Total Oper Revenues & Patronage Capital							
Operation Expense-Production-excl fuel							
Operation Expense-Production-Fuel							
Operation Expense-Other Power Supply							
Operation Expense-Transmission Operation Expense - RTO/ISO							second second
Consumer Service & Informational Expense							
Operation Expense - Sales							
Operation Expense - Administrative & General		•				·	
Total Operation Expense							
Maintenance Expense-Production							
Maintenance Expense-Transmission							
Maintenance Expense-General Plant							
Total Maintenance Expense							n an thank and

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 1 of 12

Line Item	Aug-2012 Budget	Sep-2012 Budget	Oct-2012 Budget	Nov-2012 Budget	Dec-2012 Budget	Total
Electric Energy Revenues Other Operating Revenue and Income	334	334	334	334	334	4,012
Total Oper Revenues & Patronage Capital						
Operation Expense-Production-excl fuel Operation Expense-Production-Fuel Operation Expense-Other Power Supply						
Operation Expense-Transmission Operation Expense - RTO/ISO Consumer Service & Informational Expense Operation Expense - Sales						
Operation Expense - Administrative & General				-		
Total Operation Expense						
Maintenance Expense-Production Maintenance Expense-Transmission Maintenance Expense-General Plant				an a		
Total Maintenance Expense						

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 2 of 12

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Line Item	n-2012 udget	r-2012 udget	ur-2012 udget	Apr-2012 Budget	lay-2012 Budget	Jun-2012 Budget	l-2012 1dget
Depreciation & Amortization Expense Taxes Enterest on Long-Term Debt Interest Charged to Construction-Credit Other Interest Expense Other Deductions	\$ 3,439 0 3,769 (1) 0 12	\$ 3,431 0 3,552 (12) 0 11	\$ 3,442 0 3,768 (54) 0 12	\$ 3,465 1 3,684 (98) 0 41	\$ 3,483 0 3,786 (38) 0 42	3,492 0 3,684 (51) 0 43	\$ 3,508 0 3,777 (68) 0 43
Total Cost of Electric Service							
Operating Margins							
Interest Income Allowance for Funds Used during Const Other Non-Operating Income - net Other Capital Credits & Pat Dividends Extraordinary Items	\$ 5 0 0 0 0	\$ 6 0 0 0	\$ 4 0 0 0	\$ 7 0 0 24 0	\$ 6 0 0 0 0	\$ 6 0 0 0	\$ 5 0 0 0 0
Net Patronage Capital or Margins							

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 3 of 12

Line Item	g-2012 1dget	Sep-20 Budg		t-2012 udget		v-2012 udget	ec-2012 Judget	 Total
Depreciation & Amortization Expense	\$ 3,517	\$3	3,522	\$ 3,525	\$	3,539	\$ 3,548	\$ 41,911
Taxes	0		0	0		0	0	1
Enterest on Long-Term Debt	3,777	3	3,676	3,769		3,667	3,738	44,647
Interest Charged to Construction-Credit	(32)		(50)	(77)		(88)	(109)	(678
Other Interest Expense	0		0	0		0	0	0
Other Deductions	41		41	43		42	45	416
Total Cost of Electric Service								
Operating Margins					• *			
	\$ 5	\$	5	\$ 5	\$	4	\$ 4	\$ 62
Interest Income	\$ 5 0	\$	5 0	\$ 5 0	\$	4 0	\$ 4 0	\$ 
Interest Income Allowance for Funds Used during Const	\$	\$		\$ _	\$		\$	\$ 
Interest Income Allowance for Funds Used during Const	\$ 0	\$	0	\$ _	\$	0	\$ 0	\$ 0
Operating Margins Interest Income Allowance for Funds Used during Const Other Non-Operating Income - net Other Capital Credits & Pat Dividends Extraordinary Items	\$ 0 0	\$	0 0	\$ _	\$	0 0	\$ 0 0	\$ 62 0 0 32 0

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 4 of 12

Line Item	May-2012 Budget	Jun-2012 Budget	Jul-2012 Budget	Aug-2012 Budget	Sep-2012 Budget	Oct-2012 Budget	Nov-2012 Budget
Electric Energy Revenues Other Operating Revenue and Income	334	334	334	334	334	334	334
	FOO	,	001				
Total Oper Revenues & Patronage Capital				· · · · · · · · · · · · · · · · · · ·		- <b>1</b>	
Operation Expense-Production-excl fuel							
Operation Expense-Production-Fuel Operation Expense-Other Power Supply							
Operation Expense-Transmission Operation Expense - RTO/ISO							
Consumer Service & Informational Expense	×.						
Operation Expense - Sales Operation Expense - Administrative & General			· · · · · ·				
Total Operation Expense			,				
Maintenance Expense-Production							
Maintenance Expense-Transmission Maintenance Expense-General Plant							
-							
Total Maintenance Expense						A	

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 5 of 12

Line Item	Dec-2012 Budget	Jan-2013 Budget	Feb-2013 Budget	Mar-2013 Budget	Apr-2013 Budget	Total
Electric Energy Revenues				0.05	200	9.000
Other Operating Revenue and Income	334	312	307	307	308	3,906
Total Oper Revenues & Patronage Capital						
Operation Expense-Production-excl fuel						
Operation Expense-Production-Fuel						
Operation Expense-Other Power Supply						
Operation Expense-Transmission						
Operation Expense - RTO/ISO Consumer Service & Informational Expense						
Operation Expense - Sales						
Operation Expense - Administrative & General						
Total Operation Expense						· · · · ·
Maintenance Expense-Production						
Maintenance Expense-Transmission						
Maintenance Expense-General Plant						
Total Maintenance Expense						

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 6 of 12

Line Item	y-2012 udget	n-2012 udget		ul-2012 udget	ug-2012 Budget	ep-2012 Budget	Oct-2012 Budget	v-2012 1dget
Depreciation & Amortization Expense Taxes Enterest on Long-Term Debt Interest Charged to Construction-Credit Other Interest Expense Other Deductions	\$ $3,483 \\ 0 \\ 3,786 \\ (38) \\ 0 \\ 42$	\$ 3,492 0 3,684 (51) 0 43	\$	3,508 0 3,777 (68) 0 43	\$ 3,517 0 3,777 (32) 0 41	\$ 3,522 0 3,676 (50) 0 41	\$ 3,525 0 3,769 (77) 0 43	\$ 3,539 0 3,667 (88) 0 42
Total Cost of Electric Service								
Operating Margins								ь
Interest Income Allowance for Funds Used during Const Other Non-Operating Income - net Other Capital Credits & Pat Dividends Extraordinary Items	\$ 6 0 0 0	\$ 6 0 0 0	<del>6)</del>	5 0 0 0 0	\$ 5 0 0 8 0	\$ 5 0 0 0 0	\$ 5 0 0 0 0	\$ 4 0 0 0 0
Net Patronage Capital or Margins								

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 7 of 12

Line Item		c-2012 udget	an-2013 Budget	eb-2013 Judget	ur-2013 udget	-	pr-2013 Budget	 Total
Depreciation & Amortization Expense Taxes Enterest on Long-Term Debt Interest Charged to Construction-Credit Other Interest Expense Other Deductions	\$	3,548 0 3,738 (109) 0 45	\$ 3,440 0 3,802 (2) 0 46	\$ 3,442 0 3,494 (6) 0 38	\$ 3,446 0 3,929 (22) 0 47	\$	3,451 1 3,836 (46) 0 45	\$ 41,913 1 44,935 (589) 0 516
Total Cost of Electric Service								
Operating Margins								
To have at Import	\$	4	\$ 171	\$ 170	\$ 170	\$	168	\$ 719
Interest Income Allowance for Funds Used during Const	Ŧ	0	0	0	0		0	0
Other Non-Operating Income - net		0	0	0	0		0	0
Other Capital Credits & Pat Dividends		0	0	0	1,238		25	1,271
Extraordinary Items		0	0	0	0		0	0
Net Patronage Capital or Margins								

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 8 of 12

Line Item	Sep-2013 Budget	Oct-2013 Budget	Nov-2013 Budget	Dec-2013 Budget	Jan-2014 Budget	Feb-2014 Budget	Mar-2014 Budget
Electric Energy Revenues Other Operating Revenue and Income	308	308	307	307	312	307	308
Total Oper Revenues & Patronage Capital							
Operation Expense-Production-excl fuel Operation Expense-Production-Fuel Operation Expense-Other Power Supply Operation Expense-Transmission Operation Expense - RTO/ISO Consumer Service & Informational Expense Operation Expense - Sales Operation Expense - Administrative & General							
Total Operation Expense				·			
Maintenance Expense-Production Maintenance Expense-Transmission Maintenance Expense-General Plant							
Total Maintenance Expense							

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 9 of 12

Line Item	Apr-2014 Budget	May-2014 Budget	Jun-2014 Budget	Jul-2014 Budget	Aug-2014 Budget	Total
Electric Energy Revenues Other Operating Revenue and Income	308	307	308	308	308	3,696
Total Oper Revenues & Patronage Capital						
Operation Expense-Production-excl fuel Operation Expense-Production-Fuel Operation Expense-Other Power Supply Operation Expense-Transmission Operation Expense - RTO/ISO Consumer Service & Informational Expense Operation Expense - Sales Operation Expense - Administrative & General						
Total Operation Expense					•	
Maintenance Expense-Production Maintenance Expense-Transmission Maintenance Expense-General Plant Total Maintenance Expense						

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 10 of 12

Line Item	•	p-2013 udget	Oct-2013 Budget	Nov-2013 Budget	Dec-20 Budg		Jan-2014 Budget	Feb-2014 Budget	Mar-2014 Budget
Depreciation & Amortization Expense	\$	3,642	\$ 3,647	\$ 3,658	\$ 3	,662 \$	3,663	\$ 3,666	\$ 3,669
Taxes		0	0	0		0	0	0	0
Enterest on Long-Term Debt		3,821	3,973	3,865	2	3,965	3,910	3,664	3,982
Interest Charged to Construction-Credit		(60)	(103)	(135	)	(177)	(167)	(192)	(224)
Other Interest Expense		0	0	0		0	0	0	0
Other Deductions		43	47	45		66	52	45	48
Total Cost of Electric Service									•
Operating Margins									
Interest Income	\$	168	\$ 168	\$ 166	\$	165 \$	166	\$ 166	\$ 167
Allowance for Funds Used during Const		0	0	0		0	0	0	0
Other Non-Operating Income - net		0	0	0	1	0	0	0	0
Other Capital Credits & Pat Dividends		0	0	C	1	0	0	0	2,706
Extraordinary Items		0	0	C	1	0	0	0	0
Net Patronage Capital or Margins									

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 11 of 12

Line Item		Apr-2014 Budget		May-2014 Budget		Jun-2014 Budget		Jul-2014 Budget		Aug-2014 Budget		Total	
Depreciation & Amortization Expense	\$	3,675	\$	3,691	\$	3,705	\$	3,710	\$	3,715	\$	44,103	
Taxes		1		0		0		0		0		1	
Enterest on Long-Term Debt		3,898		4,008		3,881		4,007		4,009		46,983	
Interest Charged to Construction-Credit		(285)		(345)		(384)		(395)		(13)		(2,480)	
Other Interest Expense		0		0		0		0		0		0	
Other Deductions		46		45		64		44		46		591	
Total Cost of Electric Service								•					
Operating Margins													
Interest Income	\$	165	\$	163	\$	161	\$	161	\$	160	\$	1,976	
Allowance for Funds Used during Const		0		0		0		0		0		0	
Other Non-Operating Income - net		0		0		0		0		0		0	
Other Capital Credits & Pat Dividends		0		0		0		0		0		2,706	
Extraordinary Items		0		0		0		0		0		0	
Net Patronage Capital or Margins										···			

Case No. 2012-00535 Tab 27 Attachment - 807 KAR 5:001 Section 10(9)(d) Sponsoring Witness: Billie J. Richert Page 12 of 12

	Big Rivers Electric Corporation
	Case No. 2012-00535
	Forecasted Test Period Filing Requirements
	(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)
1	
-	
2	Tab No. 28
3	Filing Requirement
4	807 KAR 5:001 Sec. 10(9)(e)
5	Sponsoring Witness: Mark A. Bailey
6	
7 8	Decovintion of Filing Decavinement.
0	Description of Filing Requirement:
9	Statement of attestation signed by the utility's chief officer in charge of
10	Kentucky operations which shall provide:
11	1. That the forecast is reasonable, reliable, made in good faith and tha
12	all basic assumptions used in the forecast have been identified and
13	justified;
14	2. That the forecast contains the same assumptions and methodologies
15	as used in the forecast prepared for use by management, or
16	identification and explanation of any differences; and
17	3. That productivity and efficiency gains are included in the forecast.
18	<u>Response</u> :

19 The required statement is attached to this response.

Case No. 2012-00535 Tab No. 28 807 KAR 5:001 10(9)(e) Page 1 of 1

1	COMMONWEALTH OF KENTUCKY
2	BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
3	
4	
<b>5</b>	In the Matter of:
6	
7	Application of Big Rivers Electric )
8	Corporation for a General ) Case No. 2012-00535
9	Adjustment in Rates )
10	
$\frac{11}{12}$	STATEMENT OF ATTESTATION
14	STATEMENT OF ATTESTATION
13	
14	COMMONWEALTH OF KENTUCKY )
15	COUNTY OF HENDERSON )
16	
17	Now comes Mark A. Bailey, President and Chief Executive Officer ("CEO") of
18	Big Rivers Electric Corporation ("Big Rivers"), and pursuant to 807 KAR 5:001
10	
19	Section 10(9)(e), attests as follows:
20	1. As Big Rivers' President and CEO, I am Big Rivers' chief officer in charge of
20	1. As big hivers i resident and only, I am big hivers emeretimet in charge of
21	Kentucky operations.
22	2. The forecast for the fully forecasted test period that Big Rivers filed in this
23	case is reasonable, reliable, made in good faith, and all basic assumptions
- ·	
24	used in the forecast have been identified and justified in the testimonies of
05	Dia Diana, mitageness and the take to the application
25	Big Rivers' witnesses and the tabs to the application.
26	3. The forecast contains the same assumptions and methodologies as used in
20	5. The forecast contains the same assumptions and methodologies as used in
27	the forecast prepared for use by management.
28	4. Productivity and efficiency gains included in the forecast.
29	Further affiant sayeth not.
0	
2	

Mark A. Bailey, Affiant

6 The foregoing Statement of Attestation was SUBSCRIBED AND SWORN to 7 before me by Mark Bailey, President and Chief Executive Officer for Big Rivers 8 Electric Corporation, on this the 15<sup>th</sup> day of January, 2013. 9

Paula mitchell

Notary Public, State at Large, Kentucky My commission expires: <u>1-12-17</u>

10 11

1

- 12
- 13
- 14
- 15

#### **Big Rivers Electric Corporation** Case No. 2012-00535 **Forecasted Test Period Filing Requirements** (Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013) Tab No. 29 1 **Filing Requirement** 2 807 KAR 5:001 Sec. 10(9)(f) 3 **Sponsoring Witnesses:** 4 **Robert W. Berry and David G. Crockett** 5 6 **Description of Filing Requirement:** 7 8 For each major construction project which constitutes five (5) 9 percent or more of the annual construction budget within the 10 three (3) year forecast, the following information shall be 11 filed: 12 1. The date the project was started or estimated starting 13 date;14 2. The estimated completion date; 15 3. The total estimated cost of construction by year exclusive 16 and inclusive of allowance for funds used during 17 construction ("AFUDC") or interest during construction 18 credit; and 19 4. The most recent available total costs incurred exclusive 20 and inclusive of AFUDC or interest during construction 21 credit. 22 23 24 25

Case No. 2012-00535 Tab No. 29 807 KAR 5:001 10(9)(f) Page 1 of 4

1 2 **Response:** 3 4 Please see the attachment hereto, and which is provided 5 under a Petition for Confidential Treatment, for the 6 information requested for each major construction project 7 constituting five (5) percent of more of the annual 8 construction budget within the three (3) year forecast. 9 10

> Case No. 2012-00535 Tab No. 29 807 KAR 5:001 10(9)(f) Page 2 of 4

#### **Big Rivers Electric Corporation** Case No. 2012-00535 **Forecasted Test Period Filing Requirements** (Forecast Test Year 12ME 08/31/2014; Base Period 12ME 04/30/2013) Tab No. 29 1 **Filing Requirement** 2 807 KAR 5:001 Sec. 10(9)(f) 3 **Sponsoring Witnesses:** 4 **Robert W. Berry and David G. Crockett** 5 6 **Description of Filing Requirement:** 7 8 For each major construction project which constitutes five (5) 9 percent or more of the annual construction budget within the 10 three (3) year forecast, the following information shall be 11 filed: 12 5. The date the project was started or estimated starting 13 date; 14 6. The estimated completion date; 15 7. The total estimated cost of construction by year exclusive 16 and inclusive of allowance for funds used during 17 construction ("AFUDC") or interest during construction 18 credit; and 19 8. The most recent available total costs incurred exclusive 20 and inclusive of AFUDC or interest during construction 21 credit. 22 23 24 25

Case No. 2012-00535 Tab No. 29 807 KAR 5:001 10(9)(f) Page 3 of 4

 1

 2

 3

 4

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 5

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 under Petition for Confidential Treatment.

Case No. 2012-00535 Tab No. 29 807 KAR 5:001 10(9)(f) Page 4 of 4

1	Tab No. 30
2	Filing Requirement
3	807 KAR 5:001 Sec. 10(9)(g)
4	Sponsoring Witnesses:
5	Robert W. Berry and David G. Crockett
6	
7	
8	Description of Filing Requirement:
9	
10	For all construction projects which constitute less than five
11	(5) percent of the annual construction budget within the three
12	(3) year forecast, the utility shall file an aggregate of the
13	information requested in paragraph (f)3 and 4 of this
14	subsection.
15 16	<u>Response:</u>
17	Please see the attachment hereto, and which is provided
18	under a Petition for Confidential Treatment, for the
19	requested information for all construction projects
20	constituting less than five (5) percent of the annual
21	construction budget within the three (3) year forecast.
22	

Case No. 2012-00535 Tab No. 30 807 KAR 5:001 10(9)(g) Page 1 of 2

1	Tab No. 30
2	Filing Requirement
3	807 KAR 5:001 Sec. 10(9)(g)
4	Sponsoring Witnesses: Reheat W. Berry and David C. Creekett
5	Robert W. Berry and David G. Crockett
6 7	
8	Description of Filing Requirement:
9	Description of Fring Royal Canone
10	For all construction projects which constitute less than five
11	(5) percent of the annual construction budget within the three
12	(3) year forecast, the utility shall file an aggregate of the
13	information requested in paragraph (f)3 and 4 of this
14	subsection.
15	Response:
16	
17	Summary of capital Construction Projects composing less
18	than 5% of Annual Construction Budget – Submitted with
19	Petition for Confidential Treatment.
20	

Case No. 2012-00535 Tab No. 30 807 KAR 5:001 10(9)(g) Page 2 of 2

1		
2 3 4 5 6 7 8	-	Tab No. 31 Filing Requirement 807 KAR 5:001 Sec. 10(9)(h) soring Witnesses: DeAnna M. Speed, John Wolfram, Lindsay N. arron, Robert W. Berry, James Haner and Travis A. Siewert
9	<u>Descri</u>	ption of Filing Requirement:
10	Finance	al forecast for each of 3 forecasted years included in capital construction
11	budget	supported by underlying assumptions made in projecting results of
12	operatio	ons and including the following information:
13	1.	Operating income statement (exclusive of dividends per share or earnings
14		per share);
15	2.	Balance sheet;
16	3.	Statement of cash flows;
17	4.	Revenue requirements necessary to support the forecasted rate of return;
18	5.	Load forecast including energy and demand (electric);
19	6.	Access line forecast (telephone);
20	7.	Mix of generation (electric);
21	8.	Mix of gas supply (gas);
22	9.	Employee level;
23	10.	Labor cost changes;
24	11.	Capital structure requirements;

Case No. 2012-00535 Tab No. 31 807 KAR 5:001 10(9)(h) Page 1 of 3

12. Rate base: 1 13. Gallons of water projected to be sold (water): 2 14. Customer forecast; 3 15. MCF sales forecasts (gas); 4 16. Toll and access forecast of number of calls and number of minutes 5 6 (telephone); 17. A detailed explanation of any other information provided. 7 **Response:** 8 The information included in the financial forecast for years 2013-2016, the 9 forecasted years included in Big Rivers' capital construction budget, is included 10 on the page number or in the referenced tab listed below. 11 Operating income statement (exclusive of dividends per share or 1. 12 earnings per share): Included as Attachment 1 to this response, and 13

14 which is filed under a Petition for Confidential Treatment.

15 2. Balance sheet: Included as Attachment 2 to this response.

16 3. Statement of cash flows: Included as Attachment 3 to this response.

4. Revenue requirements necessary to support the forecasted rate of
return: Included in Exhibit Wolfram-2 in the Direct Testimony of Mr.
John Wolfram at Tab No. 73 (Filing Requirement 807 KAR 5:001 Sec
10(9)(a)).

Case No. 2012-00535 Tab No. 31 807 KAR 5:001 10(9)(h) Page 2 of 3

## Big Rivers Electric Corporation Case No. 2012-00535 Forecasted Test Period Filing Requirements

(Forecasted Test Period 12ME 8/31/2014; Base Period 12ME 4/30/2013)

1	5.	Load forecast including energy and demand (electric): Included as
2		Attachment 4 to this response.
3	6.	Access line forecast (telephone): Not applicable to Big Rivers.
4	7.	Mix of generation (electric): Included as Attachment 5 to this response,
5		and which is file dunder a Petition for Confidential Treatment.
6	8.	Mix of gas supply (gas): Not applicable to Big Rivers.
7	9.	Employee level: Included as Attachment 6 to this response.
8	10.	Labor cost changes: Included as Attachment 7 to this response.
9	11.	Capital structure requirements: Included as Attachment 8 to this
10		response.
11	12.	Rate base: Included as Attachment 9 to this response.
12	13.	Gallons of water projected to be sold (water): Not applicable to Big
13		Rivers.
14	14.	Customer forecast: Not applicable to Big Rivers.
15	15.	MCF sales forecasts (gas): Not applicable to Big Rivers.
16	16.	Toll and access forecast of number of calls and number of minutes
17		(telephone): Not applicable to Big Rivers.
18	17.	A detailed explanation of any other information provided: Not
19		applicable.

Case No. 2012-00535 Tab No. 31 807 KAR 5:001 10(9)(h) Page 3 of 3

### Big Rivers Electric Corporation Case No. 2012-00535 Statement of Operations - Attachment 1 (2013-2016 Budget)

Line Item		В	Sudget (Cal	lenda	r Year)		
(in \$000s)	2013		<u>2014</u>	2	2015		2016
Electric Energy Revenues							
Income From Leased Property Net			-		-	(488-19-5) (488-19-5)	- -
Other Operating Revenue and Income	3,6	97	3,696		3,697		3,696
TOTAL OPER. REVENUES & PATRONAGE CAPITAL							
				24-22			
Operating Expense-Production-Excluding Fuel							
Operating Expense-Production-Fuel							
Operating Expense Other Power Supply							
Operating Expense-Transmission							
Operating Expense-RTO/ISO							
Operating Expense Distribution							
Operating Expense-Customer Accounts							
Operating Expense-Customer Service and Information							승규는 것이 같이 많이
Operating Expense-Sales							
Operating Expense-Administrative and General TOTAL OPERATION EXPENSE							
TOTAL OPERATION EXPENSE			$\{ e_i \} \in \{e_i\} $				
Maintenance Expense-Production							
Maintenance Expense-Transmission							
Maintenance Expense-Distribution							
Maintenance Expense-General Plant							
TOTAL MAINTENANCE EXPENSE							
Depreciation and Amortization Expense	\$ 42,3	14 \$	44,910	\$	46,847	\$	47,800
Taxes	φ 42,0	1 1	1,010	Ψ	1	Ψ	1
Interest on Long-Term Debt	46,3		47,163		47,086		46,728
Interest Charged to Construction - Credit		73)	(2,103)		(499)		(368)
Other Interest Expense		,	(2,100)		(100)		(000)
Asset Retirement Obligation	-		-		-		-
Other Deductions	5	77	590		594		445
				en en antre en e		-	
TOTAL COST OF ELECTRIC SERVICE							
OPERATING MARGINS							
Interest Income	\$ 2,0	19 \$	1,950	\$	1,880	\$	1,819
Allowance For Funds Used During Construction	φ 2,0		1,000	Ψ	1,000	Ψ	1,010
Income (Loss) From Equity Investments	-		-		-		-
Other Non-Operating Income (Net)	-		-		-		
Generation and Transmission Capital Credits	-		-		-		-
Other Capital Credits and Patronage Dividends	1,2	71	2,707		2,623		2,539
Extraordinary Items	1,2		2,101		2,020		4,000
NET PATRONAGE CAPITAL OR MARGIN						3.74	
MET LATRONAGE ON LINE OF MARGIN			的复数服装制的复数	10		ALL BAR	영 문화 요즘 영

### Big Rivers Electric Corporation Case No. 2012-00535 Balance Sheet - Attachment 2 (2013-2016 Budget)

Line Item		F	Budget (Cal	enc	lar Year)	
(in \$000s)	<u>2013</u>		2014		<u>2015</u>	<u>2016</u>
Total Utility Plant in Service	\$ 2,048,694	\$	2,146,254	\$	2,182,940	\$ 2,212,189
Construction Work in Progress	72,198		40,000		40,000	40,000
Total Utility Plant	2,120,892		2,186,254		2,222,940	2,252,189
Accum. Provision for Depreciation and Amort.	1,001,364		1,038,492		1,077,522	1,119,897
NET UTILITY PLANT	\$ 1,119,528	\$	1,147,762	\$	1,145,418	\$ 1,132,292
Non-Utility Property (Net)	\$ -	\$	-	\$	-	\$ -
Invest. In Assoc. Org - Patronage Capital	4,154		4,315		3,717	3,552
Invest. In Assoc Other - General Funds	42,554		41,198		39,768	38,260
Other Investments	15		15		15	15
Special Funds	1,050		1,050		1,050	1,050
Special Funds (Transition Reserve)	35,125		35,231		35,336	35,442
Special Funds (Economic Reserve)	54,301		21,288		-	-
Special Funds (Rural Economic Reserve)	65,596		66,812		55,944	26,910
TOTAL OTHER PROPERTY AND INVESTMENTS	\$ 202,795	\$	169,909	\$	135,830	\$ 105,229
Cash - General Funds	\$ 6	\$	6	\$	6	\$ 6
Cash - Construction Funds - Trustee	-		-		-	-
Special Deposits	600		600		600	600
Temporary Investments	82,843		80,947		82,865	91,522
Accounts Receivable - Sales of Energy (Net)	42,258		43,404		42,122	43,425
Accounts Receivable - Other (Net)	1,220		1,220		1,220	1,220
Fuel Stock	33,184		34,240		36,193	36,843
Materials and Supplies - Other	26,891		27,680		28,484	29,322
Prepayments	4,182		4,376		4,582	4,711
Other Current and Accrued Assets	 710		710		710	 710
TOTAL CURRENT AND ACCRUED ASSETS	\$ 191,894	\$	193,183	\$	196,782	\$ 208,359
Unamortized Debt Discount & Extraor. Prop. Losses	\$ 4,831	\$	4,438	\$	4,044	\$ 3,786
Regulatory Assets	6,152		4,447		6,386	4,952
Other Deferred Debits	2,421		2,026		1,504	984
Accumulated Deferred Income Taxes	-		-		-	-
TOTAL ASSETS AND OTHER DEBITS	\$ 1,527,621	\$	1,521,765	\$	1,489,964	\$ 1,455,602

Case No. 2012-00535 Tab 31 Attachment 2 - 807 KAR 5:001 Section 10(9)(h) (Item #2) Sponsoring Witness: DeAnna M. Speed Page 2 of 10

## Big Rivers Electric Corporation Case No. 2012-00535 Balance Sheet - Attachment 2 (2013-2016 Budget)

Line Item		E	226,356       \$       235,072       \$         730,731       707,828       942,900       \$         957,087       \$       942,900       \$         20,935       24,351       -       \$         963       922       4,759       4,723         8,290       8,290       -       -         34,947       \$       38,286       \$				
(in \$000s)	<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>
TOTAL MARGINS & EQUITY	\$ 402,226	\$	413,651	\$	425,057	\$	433,547
Long-Term Debt - RUS	\$ 218,127	\$	226,356	\$	,	\$	244,305
Long-Term Debt - Other	 725,104	<u></u>	730,731		707,828		682,607
TOTAL LONG-TERM DEBT	\$ 943,231	\$	957,087	\$	942,900	\$	926,912
Notes Payable	\$ -	\$	-	\$	-	\$	-
Accounts Payable	20,184		20,935		24,351		25,714
Accounts Payable (TIER Rebate)	-		-		-		-
Taxes Accrued	810		963		922		964
Interest Accrued	4,890		4,759		4,723		4,656
Other Current and Accrued Liabilities	8,290		8,290		8,290		8,290
Other Current and Accrued Liabilities (Purchased Power)	 -		-		-		-
TOTAL CURRENT AND ACCRUED LIABILITIES	\$ 34,174	\$	34,947	\$	38,286	\$	39,624
Deferred Credits	\$ 1,921	\$	1,012	\$	71	\$	-
Deferred Credits (Economic Reserve)	54,301		21,288		-		-
Deferred Credits (Rural Economic Reserve)	65,595		66,812		55,943		26,909
Accumulated Operating Provisions	26,173		26,968		27,778		28,610
Obligation under Capital Leases - Noncurrent	-		-		•		-
TOTAL LIABILITIES AND OTHER CREDITS	\$ 1,527,621	\$	1,521,765	\$	1,489,964	\$	1,455,602

#### Big Rivers Electric Corporation Case No. 2012-00535 Statement of Cash Flows - Attachment 3 (2013-2016 Budget)

Line Item	Budget (Calendar Year)							
(in \$000s)	<u>2013</u>			<u>2014</u>		<u>2015</u>		<u>2016</u>
<b>Cash Flows From Operating Activities:</b>								
Net Margin	\$	4,947	\$	11,425	\$	11,406	\$	8,493
Adjustments to reconcile net margin to net cash								
provided by operating activities:								
Depreciation and amortization	\$	45,656	\$	48,372	\$	50,458	\$	51,496
Interest compounded - RUS Series A Note		44		47		50		53
Interest compounded - RUS Series B Note		7,724		8,182		8,666		9,180
Noncash member rate mitigation revenue		(34,026)		(32,496)		(36,491)		(28,630)
Changes in certain assets and liabilities:		-		-		-		-
Other property		812		1,194		2,028		1,673
Accounts receivable		7,462		(1, 146)		1,282		(1, 303)
Inventories		(1, 895)		(1,845)		(2,757)		(1,489)
Prepayments		27		(195)		(205)		(129)
Other current assets		-		-		-		-
Accounts payable		(7,136)		750		3,417		1,363
Taxes accrued		580		153		(41)		42
Other accruals		899		(504)		1,209		1,174
Net cash provided by operating activities	\$	25,094	\$	33,937	\$	39,022	\$	41,923
Cash Flows From Investing Activities:								
Capital expenditures	\$	(79,140)	\$	(74,503)	\$	(47,615)	\$	(38,002)
Net proceeds from restricted investments		26,673		33,187		33,434		29,958
Net cash provided by (used in) investing activities	\$	(52,467)	\$	(41,316)	\$	(14,181)	\$	(8,044)
<b>Cash Flows From Financing Activities:</b>								
Net principal payments on debt obligations	\$	10,219	\$	5,628	\$	(22,903)	\$	(25,221)
Debt issuance cost		(1, 420)		(20)		(20)		-
Line of Credit (Upfront Fee)		-		(125)		-		-
Net cash provided by (used in) financing activities	\$	8,799	\$	5,483	\$	(22,923)	\$	(25,221)
Net increase (decrease) in cash and cash equivalents	\$	(18,574)	\$	(1,896)	\$	1,918	\$	8,658
Cash and Cash Equivalents - Beginning of Period	\$	101,423	\$	82,849	\$	80,952	\$	82,870
Cash and Cash Equivalents - End of Period	\$	82,849	\$	80,952	\$	82,870	\$	91,527

Case No. 2012-00535 Tab 31 Attachment 3 - 807 KAR 5:001 Section 10(9)(h) (Item #3) Sponsoring Witness: DeAnna M. Speed Page 4 of 10

## Big Rivers Electric Corporation Case No. 2012-00535 Load Forecast Including Energy and Demand -Attachment 4 (2013-2016 Budget)

<u>MWh (2013-2016)</u> :	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Rural	2,409,830	2,448,796	2,479,656	2,519,437
Large Industrial	943,027	943,699	943,699	944,107
Smelter <sup>1</sup>	5,820,542	3,159,206	3,159,206	3,167,862
Total	9,173,399	6,551,701	6,582,561	6,631,406
<u>kW (2013-2016)</u> :	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Rural	5,267,190	5,346,949	5,410,429	5,491,859
Large Industrial	1,673,294	1,674,594	1,674,594	1,674,594
Smelter <sup>2</sup>	8,272,000	4,416,000	4,416,000	4,416,000
Total	15,212,484	11,437,543	11,501,023	11,582,453

<sup>1</sup>Reflects Century contract termination August 20, 2013

<sup>2</sup> Smelter kW is based on Smelter Contract Base Demand. Reflects Century contract termination August 20, 2013

### Big Rivers Electric Corporation Case No. 2012-00535 Mix of Generation - Attachment 5 (2013-2016 Budget)

	2013 B	ludget	2014 B	Budget	2015 E	Budget	2016 Budget			
	Net Percent of Generation Total (MWH) Generation		Net Generation (MWH)	Percent of Total Generation	Net Generation (MWH)	Percent of Total Generation	Net Generation (MWH)	Percent of Total Generation		
Green 1		en gesterne br>De se				n an				
Green 2										
Station 2 - Unit 1										
Station 2 - Unit 2										
Coleman 1										
Coleman 2										
Coleman 3										
Wilson 1										
Reid 1										
Reid CT		and and a second se Second second								
Total			and a state was the second	ana ang sana ang san Sana ang sana				an a		

Case No. 2012-00535 Tab 31 Attachment 5 - 807 KAR 5:001 Section 10(9)(h) (Item #7) Sponsoring Witness: Robert W. Berry Page 6 of 10

## Big Rivers Electric Corporation Case No. 2012-00535 Employee Level - Attachment 6 (2013-2016 Budget)

Estimated	Number	of Full-Time	Employees
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as of 11/30/2013*	627
as of 12/31/2013*	535
as of 12/31/2014	536
as of 12/31/2015	536
as of 12/31/2016	536

\* Workforce reduction related to the lay-up of Wilson Station in 2013 is effective 12/1/13.

### Big Rivers Electric Corporation Case No. 2012-00535 Labor Cost Changes - Attachment 7 (2013-2016 Budget)

T	otal Wages			Percentage Change from Prior Year *
\$	51,082,286			0.00%
\$	49,612,430	\$	(1, 469, 856)	-2.88%
\$	44,408,069	\$	(5,204,361)	-10.49%
\$	$45,\!481,\!137$	\$	1,073,068	2.42%
\$	46,509,871	\$	1,028,733	2.26%
	\$ \$ \$	\$ 49,612,430 \$ 44,408,069 \$ 45,481,137	Total Wages         from           \$ 51,082,286         \$           \$ 49,612,430         \$           \$ 44,408,069         \$           \$ 45,481,137         \$	\$ 51,082,286         \$ 49,612,430       \$ (1,469,856)         \$ 44,408,069       \$ (5,204,361)         \$ 45,481,137       \$ 1,073,068

\* Big Rivers budgeted a headcount decrease of 92 employees effective December 1, 2013, due to the lay-up of Wilson Station. The 2014 Budget reflects a full year of wages at reduced headcount. The 2015 Budget reflects an annual increase in wages and salaries of 2.25% and an increase in benefit costs of 3%. The 2016 Budget reflects an annual increase in wages and salaries of 2% and an increase in benefit costs of 3%.

**Note:** A Pro Forma adjustment for the reduction of \$1,558,742 in wages (and an additional \$1,036,716 benefits) has been submitted. This has not been deducted from 2013 Budget or Forecasted Test Period shown above.

## Big Rivers Electric Corporation Case No. 2012-00535 Capital Structure Requirements - Attachment 8 (2013-2016 Budget)

Item	December 2013		December 2014		D	ecember 2015	December 2016	
Capitalization (\$ in Thousands):								
Members' Equity	\$	402,226	\$	413,651	\$	425,057	\$	433,547
Long-Term Debt		943,231		957,087		942,900		926,912
Total	\$	1,345,457	\$	1,370,738	\$	1,367,957	\$	1,360,459
<u>Capital Structure (Percentage of '</u>	<u> Fotal</u>	<u>)</u> :						
Members' Equity		29.90%		30.18%		31.07%		31.87%
Long-Term Debt		70.10%		69.82%		68.93%		68.13%
Total		100.00%		100.00%		100.00%		100.00%

Case No. 2012-00535 Tab 31 Attachment 8 - 807 KAR 5:001 Section 10(9)(h) (Item #11) Sponsoring Witness: Travis A. Siewert Page 9 of 10

## Big Rivers Electric Corporation Case No. 2012-00535 Rate Base - Attachment 9 (2013-2016 Budget)

Item	2013			2014	2015			2016		
Rate Base										
Utility Plant in Service	\$	2,030,707,382	\$	2,093,180,421	\$	2,164,596,808	\$	2,197,564,577		
Construction Work in Progress		48,315,538		70,326,913		40,000,000		40,000,000		
Materials and Supplies		26,529,043		27,283,518		28,081,737		28,903,022		
Fuel Stock		32,518,434		33,994,244		35,216,492		36,518,254		
Prepayments		2,395,752		2,546,686		4,480,171		4,647,130		
Cash Working Capital (1/8 of adjusted Annual O&M)		26,662,692		25,597,972		25,945,589		27,870,143		
Total	\$	2,167,128,841	\$	2,252,929,754	\$	2,298,320,797	\$	2,335,503,126		
Less: Accumulated Depreciation		983,662,506		1,018,782,517		1,058,006,999		1,098,709,660		
Rate Base	\$	1,183,466,335	\$	1,234,147,237	\$	1,240,313,798	\$	1,236,793,466		

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2 3 4 5 6	Tab No. 32 Filing Requirement 807 KAR 5:001 Sec. 10(9)(i) Sponsoring Witness: Billie J. Richert
7 8	Description of Filing Requirement:
9	Most recent Federal Energy Regulatory Commission or Federal
10	Communications Commission audit reports.
11	Response:
12	Big Rivers has no Federal Energy Regulatory Commission audit reports
13	and is not subject to the jurisdiction of the Federal Communications
14	Commission. Therefore, this filing requirement is not applicable to Big
15	Rivers' application.

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