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ATTORNEYS-AT-LAW

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August 17, 2012

VIA FEDEX

Mr. Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sauer Boulevard  
Frankfort, KY 40601

RECEIVED

AUG 20 2012

PUBLIC SERVICE  
COMMISSION

RE: Kenergy Corp.

Dear Mr. Derouen:

Enclosed with separate cover letters are:

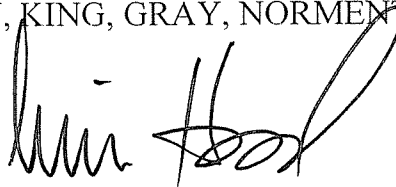
1. Kenergy's Supplemental Energy Tariff in 2012-270;
2. Big Rivers' Wholesale Supplemental Energy Tariff in the same matter; and
3. Kenergy's DSRM Tariff 56, 56A and revised table of contents in 2012-143.

Please feel free to contact me should you have any questions.

Very truly yours,

DORSEY, KING, GRAY, NORMENT & HOPGOOD

By



J. Christopher Hopgood  
Attorney for Kenergy Corp.

JCH/cds  
Encls.

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PUBLIC SERVICE  
COMMISSION

RE: Case No. 2012-270

Dear Mr. Derouen:

Enclosed is our Tariff (57 and 57A) for Supplemental Energy transactions. This is pursuant to the Commission's order of June 29, 2012.

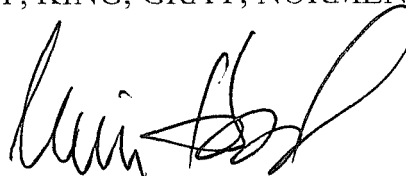
We apologize for the tardiness of this filing. However, the matter was complicated by the time constraints that result from the MISO billing, and I was not able to coordinate this tariff with Big Rivers' counsel as quickly as I had planned.

Please feel free to contact me should you have any questions.

Very truly yours,

DORSEY, KING, GRAY, NORMENT & HOPGOOD

By



J. Christopher Hopgood  
Attorney for Kenergy Corp.

JCH/cds  
Encls.



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 57

CANCELLING PSC NO. 2

SHEET NO.

CLASSIFICATION OF SERVICE
Standard Rate – RSE – Retail Supplemental Energy

Applicable

In all territory served.

Availability

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

Rates and Terms

This tariff shall not alter or amend, whether directly or by implication, any term, covenant or condition of a Smelter Retail Agreement, or the corresponding wholesale power contracts of the same date between Big Rivers Electric Corporation ("Big Rivers") and Kenergy (the "Smelter Wholesale Agreements"). Capitalized terms used in this tariff and not defined in this tariff have the meanings given in the Smelter Retail Agreements.

"Supplemental Energy" consists of (i) Interruptible Energy purchased by Kenergy from Big Rivers Electric Corporation ("Big Rivers"), (ii) Buy-Through Energy purchased by Kenergy from Big Rivers, and (iii) Market Energy purchased by Kenergy from Big Rivers or Third Party Suppliers.

Interruptible Energy. Kenergy makes available to each Smelter up to 10 MW per Hour of Interruptible Energy in accordance with the terms and conditions set forth in Schedule 2.3.2(a) of the Smelter Retail Agreements. Under the Smelter Wholesale Agreements between Kenergy and Big Rivers, 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 Retail Agreements.

DATE OF ISSUE August 20, 2012
Month / Date / Year

DATE EFFECTIVE September 20, 2012
Month / Date / Year

ISSUED BY (Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 57A

CANCELLING PSC NO. 2

SHEET NO.

CLASSIFICATION OF SERVICE
Standard Rate – RSE – Retail Supplemental Energy

Buy-Through Energy. Upon each Notice of Interruption in the delivery to a Smelter of Interruptible Energy, as provided for in Schedule 2.3.2(a) of the Smelter Retail Agreement, Kenergy will offer to sell to a Smelter, pursuant to Section 2.3.2(b) of the Smelter retail agreement, any Firm Energy which Big Rivers in its sole discretion offers to Kenergy for resale to a Smelter in lieu of the interrupted Scheduled Interruptible Energy ("Buy-Through Energy") and the estimated price or prices during the specified Hour or Hours of Permitted Interruption upon which Big Rivers would supply such Energy. The Buy-Through Energy Charge is calculated in accordance with Section 4.3.2 of the Smelter Retail Agreements.

Market Energy. Kenergy is obligated, as provided in Section 2.3.2(c) of the Smelter Retail Agreement, to use reasonable commercial efforts to acquire Supplemental Energy (other than Interruptible Energy or Buy-Through Energy) from either Big Rivers or one or more suppliers other than Big Rivers ("Third Party Suppliers") for resale to a Smelter, upon the request of the Smelter ("Market Energy") specifying (i) the requested amount and duration of such Energy, and (ii) all requested prices and material terms and conditions. In accordance with the Smelter Retail Agreements, a Smelter pays to Kenergy all amounts that Kenergy is obligated to pay to either Big Rivers or any Third Party Supplier, including the purchase price paid by Kenergy for such Market Energy and the costs, if any, of transmission services or related services incurred on Third Party transmission systems to transmit such Market Energy to a point of interconnection with Big Rivers' transmission system. The Market Energy Charge is calculated in accordance with Section 4.3.3 of the Smelter Retail Agreements.

Kenergy will file with the Commission by the twentieth day of each month (a) a schedule identifying the details of each Supplemental Energy transaction for the prior month that are supplemental to the terms included in the Smelter Retail Agreements for that type of Supplemental Energy transaction, including but not limited to (i) the category of Supplemental Energy transaction; (ii) the duration, price, quantity and supplier in each such transaction, including information that Big Rivers may be required to obtain from Midwest Independent Transmission System Operator, Inc. to supply to Kenergy; and (b) three copies of any special contract relating to any Supplemental Energy transaction that has a duration of more than thirty days.

DATE OF ISSUE August 20, 2012
Month / Date / Year

DATE EFFECTIVE September 20, 2012
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Second Revised SHEET NO. 58 - 75

CANCELLING PSC NO. 2

First Revised SHEET NO. 55 - 75

<b>CLASSIFICATION OF SERVICE</b>

FOR FUTURE USE

DATE OF ISSUE August 15, 2012  
Month / Date / Year

DATE EFFECTIVE July 9, 2012  
Month / Date / Year

ISSUED BY \_\_\_\_\_  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_