

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: May 15, 2014

Effective: February 1, 2014

[T]

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

Issued by

/s/ Billie J. Richert

Billie J. Richert

Vice President Accounting, Rates, and Chief Financial Officer

201 Third Street

Henderson, Kentucky 42420

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/1/2014

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

Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
General Index			
SECTION 1 – Standard Rate Schedules	1		
RDS Rural Delivery Service	1	06-25-2020	[T]
DSM-01 High Efficiency Lighting Replacement Program DISCONTINUED	3	08-06-2018	
DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program DISCONTINUED	4	08-06-2018	
DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program DISCONTINUED	5	08-06-2018	
DSM-04 Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program	7	12-12-2018	
DSM-05 Residential Weatherization Program DISCONTINUED	9	12-21-2017	
DSM-06 Touchstone Energy® New Home Program DISCONTINUED	11	08-06-2018	
DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program DISCONTINUED	13	08-06-2018	
DSM-08 Commercial / Industrial High Efficiency Lighting Replacement Incentive Program	15	12-12-2018	
DSM-09 Commercial / Industrial General Energy Efficiency Program DISCONTINUED	17	08-06-2018	
DSM-10 Residential Weatherization Program – Primary Heating Source Non-Electric DISCONTINUED	19	12-21-2017	
DSM-11 Commercial High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program	21	12-12-2018	
DSM-12 High Efficiency Outdoor Lighting Program	23	12-12-2018	
DSM-13 Residential Weatherization A La Carte Program DISCONTINUED	23.01	08-06-2018	
DSM-14 Low-Income Weatherization Support Program – Pilot	23.05	11-13-2019	

DATE OF ISSUE July 15, 2020
 DATE EFFECTIVE June 25, 2020
 /s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
 President and Chief Executive Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
 dated June 25, 2020, in Case No. 2020-00064*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
 Acting Executive Director



EFFECTIVE
6/25/2020
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
SECTION 1 – Standard Rate Schedules (<i>continued</i>)			
LIC Large Industrial Customer	26	02-01-2014	
LICX Large Industrial Customer Expansion	30.01	08-17-2020	
CATV Cable Television Attachment - DISCONTINUED	31	12-28-2022	
PA Pole Attachments	38.01	12-28-2022	
QFP Cogeneration/Small Power Production Purchase – Over 100 KW	39	02-01-2014	
QFS Cogeneration/Small Power Production Sales – Over 100 KW	42	02-01-2014	
SET Supplemental Energy Transaction	50	02-01-2014	
 SECTION 2 – Adjustment Clauses and Service Riders			
CSR Voluntary Price Curtailable Service Rider	52	02-01-2014	
RRES Renewable Resource Energy Service	57	02-01-2014	
RA Rebate Adjustment	59	02-01-2014	
ES Environmental Surcharge	60	02-01-2014	
FAC Fuel Adjustment Clause	62	03-24-2022	
MRSM Member Rate Stability Mechanism	65	06-25-2020	
LICSS Large Industrial Customer Standby Service	69	07-01-2024	[T]
US Unwind Surcredit	70	02-01-2014	
RER Rural Economic Reserve Rider	72	02-01-2014	
NSNFP Non-Smelter Non-FAC PPA	76	02-01-2014	

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
 President and Chief Executive Officer
 Big Rivers Electric Corporation
 710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
 dated February 24, 2025, in Case No. 2023-00312*

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
EFFECTIVE 3/1/2025 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Rivers Electric Corporation Table of Contents

Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>	
SECTION 3 – Special Rules Terms and Conditions	81		
Contract Demand	81	02-01-2014	
Metering	81	02-01-2014	
Electric Characteristics and Delivery Point(s)	81	02-01-2014	
Substations	81	02-01-2014	
Rate	81	02-01-2014	
Discount Adjustment	82	02-01-2014	
Meter Testing and Billing Adjustment	82	02-01-2014	
Monitoring Uses	82	02-01-2014	
Notice of Meter Reading or Test	83	02-01-2014	
Power Factor	83	02-01-2014	
Right-of-Access	83	02-01-2014	
Continuity of Service	84	02-01-2014	
Payments of Bills	84	02-01-2014	
Transmission Emergency Control Program	85	02-01-2014	
Generation Deficiency Emergency Control Program	88	02-01-2014	
Fuel Emergency Control Program	90	02-01-2014	
SECTION 4 – Definitions	94	12-28-2022	[T]

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Office
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*





Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 1

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

26

Original

SHEET NO. 1

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE - RDS – Rural Delivery Service

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

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

Term:

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

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 \$13.8050 per kW.

[R]

Plus,

An Energy Charge of:

All kWh per month at \$0.045000 per kWh.

[I]

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

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014
/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/1/2014

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

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Original

SHEET NO. 2

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

26

Original

SHEET NO. 2

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

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

Demand Charge

The demand charge in this Standard Rate Schedule RDS shall apply to each rural delivery point's thirty-minute clock-hour demand measured at the time of Big Rivers' Maximum Adjusted Net Local Load, as defined in this paragraph, determined on a thirty-minute clock-hour basis, during the month. Big Rivers' Maximum Adjusted Net Local Load during the month shall be calculated in the following manner:

- (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 May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
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Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**


TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Third Revised SHEET NO. 2.01

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 2.01

RATES, TERMS AND CONDITIONS – SECTION 1

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

Demand-Side Management and Energy Efficiency (“DSM”) Programs

Current Programs - Listing:

Listed below are the DSM programs^{a, b} which Big Rivers offers to its Members.

DSM-04	Residential High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program
DSM-08	Commercial / Industrial High Efficiency Lighting Replacement Incentive Program
DSM-11	Commercial High Efficiency Heating, Ventilation and Air Conditioning ("HVAC") Program
DSM-12	High Efficiency Outdoor Lighting Program
DSM-14	Low-Income Weatherization Support Program - Pilot

[T]

Current Programs - General:

The above programs, except for the DSM-14 Low-Income Weatherization Support Program - Pilot, shall terminate on June 30, 2019. Big Rivers funding obligation for the above programs, including the DSM-14 Low-Income Weatherization Support Program - Pilot, shall not exceed \$1.0 million dollars for 2019. Funding for the DSM-14 Low-Income Weatherization Support – Pilot program shall be capped at \$250,000 per program year. A program year coincides with the calendar year from January 1 to December 31.

[T]

^a Tariff Sheets for DSM-05 Residential Weatherization Program and DSM-10 Residential Weatherization Program – Primary Heating Source Non-Electric are cancelled effective December 21, 2017.

^b Tariff Sheets for DSM-01 High Efficiency Lighting Replacement Program, DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program, DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program, DSM-06 Touchstone Energy® New Home Program, DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program, DSM-09 Commercial / Industrial General Energy Efficiency Program, and DSM-13 Residential Weatherization A La Carte Program are cancelled effective August 6, 2018.

DATE OF ISSUE November 27, 2019

DATE EFFECTIVE November 13, 2019

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,
President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission, dated November 13, 2019, in Case No. 2019-00193

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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11/13/2019

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
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27

Original

SHEET NO. 2.02

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

[N]

Demand-Side Management and Energy Efficiency (“DSM”) Programs (continued)

Current Programs – General (continued):

Each Member may elect to implement any subset from the program listing above, excepted as noted within the “Purpose” section for each program. At the beginning of each program year, each Member may elect either a one-time distribution of funds for its programs for the entire program year, or reimbursements from Big Rivers as appropriate documentation is provided to Big Rivers as outlined in the “Member Incentives” and “Terms and Conditions” sections for each program. At the end of the program year, any excess funding shall be reallocated by Big Rivers for the following program year to maximize the benefit of the program

Any Member electing a one-time distribution of funds for the entire program years will:

1. make all necessary reimbursements to Rural Customers as defined in any program;
2. will not receive reimbursements from Big Rivers throughout the program year as outlined in the “Member Incentives” and “Terms and Conditions” sections for each program;
3. select any qualified, third-party contractor as defined in any program;
4. maintain all necessary documentation for Big Rivers to perform evaluation, measurement and verification for any program;
5. provide Big Rivers all necessary documentation and information for Big Rivers to file its Semi-annual DSM Report as stipulated in Ordering Paragraph No. 9 of the Commission’s Order dated November 17, 2011, in Case No. 2011-00036;
6. only expend the funds from the one-time distribution in accordance with the programs; and
7. maintain the funds from the one-time distribution in a segregated account.

DATE OF ISSUE September 11, 2015

DATE EFFECTIVE September 11, 2015

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

9/11/2015

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Second Revised _____

SHEET NO. _____ 3

CANCELLING P.S.C. KY. No. _____ 27

First Revised _____

SHEET NO. _____ 3

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-01 High Efficiency Lighting Replacement Program DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]



DATE OF ISSUE _____ August 20, 2018
DATE EFFECTIVE _____ August 6, 2018

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 4

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 4

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-02 ENERGY STAR® Clothes Washer Replacement Incentive Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE August 20, 2018
DATE EFFECTIVE August 6, 2018

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
dated July 31, 2018, in Case No. 2018-00236*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 5

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 5

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE August 20, 2018
DATE EFFECTIVE August 6, 2018
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
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*Issued by Authority of an Order of the Commission
dated July 31, 2018, in Case No. 2018-00236*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 6

CANCELLING P.S.C. KY. No. 26

Original

SHEET NO. 6

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-03 ENERGY STAR® Refrigerator Replacement Incentive Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE August 20, 2018
DATE EFFECTIVE August 6, 2018
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
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*Issued by Authority of an Order of the Commission
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 7

CANCELLING P.S.C. KY. No. 26

First Revised SHEET NO. 7

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-04

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

Purpose:

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

Availability:

This 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. This program will terminate no later than June 30, 2019, and, under no circumstances, be available after June 30, 2019. [T]

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. [T]

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	Up to \$ 750
Dual Fuel	Up to \$ 500
Air Source	Up to \$ 200

Big Rivers will also reimburse a Member's reasonable costs of promoting this program.

DATE OF ISSUE December 28, 2018

DATE EFFECTIVE December 12, 2018

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



EFFECTIVE

12/12/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 8

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 8

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-04 (continued)

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

Terms & Conditions:

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

Evaluation, Measurement and Verification:

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

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 9

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 9

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-05 Residential Weatherization Program DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]



DATE OF ISSUE December 28, 2017
DATE EFFECTIVE December 21, 2017

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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dated December 21, 2017, in Case No. 2017-00278*

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director

EFFECTIVE
12/21/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Second Revised

SHEET NO. 10

CANCELLING P.S.C. KY. No.

27

First Revised

SHEET NO. 10

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-05 Residential Weatherization Program DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]

DATE OF ISSUE December 28, 2017
DATE EFFECTIVE December 21, 2017

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
dated December 21, 2017, in Case No. 2017-00278*

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director

EFFECTIVE
12/21/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 11

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 11

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06 Touchstone Energy® New Home Program DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]

DATE OF ISSUE August 20, 2018
DATE EFFECTIVE August 6, 2018

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
dated July 31, 2018, in Case No. 2018-00236*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Second Revised

SHEET NO. 12

CANCELLING P.S.C. KY. No. 27

First Revised

SHEET NO. 12

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-06 Touchstone Energy® New Home Program DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]

DATE OF ISSUE August 20, 2018
DATE EFFECTIVE August 6, 2018

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
dated July 31, 2018, in Case No. 2018-00236*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Second Revised

SHEET NO. 13

CANCELLING P.S.C. KY. No.

27

First Revised

SHEET NO. 13

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program DISCONTINUED [T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE August 20, 2018
DATE EFFECTIVE August 6, 2018
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
dated July 31, 2018, in Case No. 2018-00236*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

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8/6/2018

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



Your Touchstone Energy® Cooperative 

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Cooperative's Transmission System

P.S.C. KY. No. 27

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Original SHEET NO. 14

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-07 Residential and Commercial HVAC & Refrigeration Tune-Up Program DISCONTINUED [T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE August 20, 2018
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
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PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Second Revised

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CANCELLING P.S.C. KY. No.

27

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SHEET NO. 15

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Purpose:

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

Availability:

This 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. This program will terminate no later than June 30, 2019, and, under no circumstances, be available after June 30, 2019. [T]

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. [T]

Member Incentives:

Big Rivers will pay a Member, for the benefit of its eligible Rural Customer, an incentive payment of up to \$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.

DATE OF ISSUE December 28, 2018

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

12/12/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Original

SHEET NO.

16

CANCELLING P.S.C. KY. No.

26

Original

SHEET NO.

16

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-08 (continued)

Commercial / Industrial High Efficiency Lighting Replacement Incentive Program

Terms & Conditions:

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

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

Evaluation, Measurement and Verification:

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

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/1/2014

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Second Revised

SHEET NO. 17

CANCELLING P.S.C. KY. No. 27

First Revised

SHEET NO. 17

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09 Commercial / Industrial General Energy Efficiency Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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PUBLIC SERVICE COMMISSION**

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Executive Director

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

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18

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27

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SHEET NO.

18

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-09 Commercial / Industrial General Energy Efficiency Program DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]

DATE OF ISSUE August 20, 2018
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. _____

27

Second Revised _____

SHEET NO. 19

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

27

First Revised _____

SHEET NO. 19

RATES, TERMS AND CONDITIONS – SECTION 1

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

**DSM-10 Residential Weatherization Program-Primary Heating Source Non-Electric
DISCONTINUED**

Tariff Sheet CANCELLED

Reserved for Future Use

[T]

DATE OF ISSUE December 28, 2017

DATE EFFECTIVE December 21, 2017

/s/ Robert W. Berry

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

Gwen R. Pinson
Executive Director

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

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SHEET NO. 20

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27

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SHEET NO. 20

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-10 Residential Weatherization Program-Primary Heating Source Non-Electric DISCONTINUED

Tariff Sheet CANCELLED

Reserved for Future Use

[T]



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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

12/21/2017

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Second Revised

SHEET NO. 21

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

27

First Revised

SHEET NO. 21

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-11

Commercial 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 minimum efficiency standards to HVAC systems meeting ENERGY STAR® standards ("Qualified System").

Availability:

This 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. This program will terminate no later than June 30, 2019, and, under no circumstances, be available after June 30, 2019.

[T]
[T]

Eligibility:

An eligible Rural Customer is a Member's Rural Customer who upgrades an HVAC system located in the Member's service area and installs a Qualified System.

Member Incentives:

Big Rivers will reimburse a Member an incentive payment of up to \$75 per ton (12,000 BTU per hour nominal capacity) when a non-residential Rural Customer installs a Qualified System HVAC upgrade located in the Member's service area.

Big Rivers will also reimburse a Member's reasonable costs of promoting this program.

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/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

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26

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SHEET NO. 22

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-11 (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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DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Second Revised

SHEET NO. 23

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

27

First Revised

SHEET NO. 23

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-12

High Efficiency Outdoor Lighting Program

Purpose:

This program promotes the increased use of high-efficiency Light Emitting Diode (“LED”) and Induction outdoor lighting by Members.

Availability:

This DSM program is available to Members to provide non-metered outdoor lighting to their Rural Customers. This program will terminate no later than June 30, 2019, and, under no circumstances, be available after June 30, 2019. [T]
[T]

Eligibility:

An eligible Member purchases wholesale power from Big Rivers.

Member Incentives:

Big Rivers will reimburse a Member up to \$70 for each high-efficiency LED or Induction outdoor lamp it purchases and installs.

Terms & Conditions:

To qualify for the incentive under this program, a Member must submit to Big Rivers documentation supporting the purchase and installation of high-efficiency outdoor lighting.

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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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
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Executive Director

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 23.01

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First Revised SHEET NO. 23.01

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-13 Residential Weatherization A La Carte Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

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/s/ Robert W. Berry

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President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

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Executive Director

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Second Revised

SHEET NO. 23.02

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

27

First Revised

SHEET NO. 23.02

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-13 Residential Weatherization A La Carte Program DISCONTINUED

[T]

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/s/ Robert W. Berry

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

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



Your Touchstone Energy® Cooperative

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P.S.C. KY. No. _____

27

Second Revised

SHEET NO. 23.03

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

27

First Revised

SHEET NO. 23.03

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-13 Residential Weatherization A La Carte Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

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



Your Touchstone Energy® Cooperative

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Cooperative's Transmission System
P.S.C. KY. No. _____

27

Second Revised

SHEET NO. 23.04

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

27

First Revised

SHEET NO. 23.04

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-13 Residential Weatherization A La Carte Program DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE August 20, 2018
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission
dated July 31, 2018, in Case No. 2018-00236*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

8/6/2018

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

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Original

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23.05

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-14 Low-Income Weatherization Support Program - Pilot

[N]

Purpose:

This program provides financial support to Community Action Agencies (“CAAs”) in Kentucky that provide weatherization assistance to retail members of Big Rivers’ Member Cooperatives pursuant to the Weatherization Assistance Program (“WAP”) administered and funded by the United States Department of Energy. The WAP provides funds for CAAs to deliver weatherization services to low-income residents using either in-house employees or private contractors. This DSM program will fund weatherization-related measures that otherwise would not be accomplished under the WAP due to limitations of government funding for health and safety measures and for high efficiency heating, ventilation and air conditioning (“HVAC”) upgrades.

Availability:

This DSM program’s weatherization assistance is available to the applicable CAAs subject to the limitations and eligibility requirements of this program, to budgetary constraints, and to the rules and regulations of this tariff.

Eligibility:

To be eligible for reimbursement, a CAA must undertake and complete qualifying weatherization improvements in accordance with this DSM program, including the Terms and Conditions set forth below, at the primary residence of a residential customer of one of Big Rivers’ Member Cooperatives, who qualifies for assistance under the WAP.

DATE OF ISSUE November 27, 2019

DATE EFFECTIVE November 13, 2019

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,
President and Chief Executive Officer

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

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

EFFECTIVE

11/13/2019

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Original

SHEET NO.

23.06

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

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

DSM-14 (continued)

Low-Income Weatherization Support Program - Pilot

Incentives:

Big Rivers will reimburse an eligible CAA up to \$1500 per project for the cost of completed health and safety measures (*e.g.*, standing water, mold, deteriorated lead-based paint surfaces or other hazardous materials; evidence of infestations of rodents, insects, and/or other vermin; presence of sewage or animal feces in the home; electrical or plumbing hazards, or structural failures that cannot be addressed as a part of weatherization services, *etc.*) that otherwise would not be completed under WAP due to limitations on government funding for such measures.

Big Rivers also will reimburse an eligible CAA up to \$1500 per project for residential HVAC improvements that upgrade a Rural Customer's existing HVAC system to an electric ENERGY STAR® qualifying heat pump or air conditioning system and that otherwise would not be completed under WAP due to limitations on government funding for such upgrades.

[N]

DATE OF ISSUE November 27, 2019

DATE EFFECTIVE November 13, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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KENTUCKY PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director

EFFECTIVE

11/13/2019

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 24

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

26

Original

SHEET NO. 24

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Bill Format

[T]

Please see Section 4 – Definitions for certain terms used on this Bill Format.

[T]

BIG RIVERS ELECTRIC CORPORATION			INVOICE P. O. BOX 24 MONTH ENDING mm/dd/yy		HENDERSON, KY 42419-0024			
TO: Member's Name	mm/dd/yy	THRU	ACCOUNT	mm/dd/yy	COIN.	00.00%	mm/dd	time
SERVICE FROM:	mm/dd/yy	THRU	mm/dd/yy					
SUBSTATION	COIN KW	KWH	L.F. COIN.	PREVIOUS READING	PRESENT READING	DIFF.	KW / KWH MULT.	
Name	0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1,000	
Name	0,000	0,000,000	00.00	000000.000	000000.000	00000.000	1,000	
TOTAL	0,000	0,000,000						
ACTUAL DEMAND			_____	KW times	<u>\$0.00</u>	EQUALS	\$ 00.00	
ADJUSTMENTS / REFUNDS			_____	KW times	<u>\$0.00</u>	EQUALS	<u>00.00</u>	
							SUBTOTAL	\$ 00.00
ENERGY			_____	KWh times	<u>\$0.00</u>	EQUALS	\$ 00.00	
ADJUSTMENTS / REFUNDS			_____	KWh times	<u>\$0.00</u>	EQUALS	<u>00.00</u>	
							SUBTOTAL	<u>\$ 00.00</u>
							DEMAND AND ENERGY	\$ 00.00
FUEL ADJUSTMENT CLAUSE			_____	KWh times	<u>\$0.00</u>	EQUALS	\$ 00.00	
NON-SMELTER NON-FAC PPA			_____	KWh times	<u>\$0.00</u>	EQUALS	<u>00.00</u>	
							SUBTOTAL	<u>\$ 00.00</u>
ENVIRONMENTAL SURCHARGE			\$00.00	times	0.00%	EQUALS	\$ 00.00	
POWER FACTOR PENALTY			_____	KW times	<u>\$0.00</u>	EQUALS	00.00	
UNWIND SURCREDIT				KWh times	<u>\$0.00</u>	EQUALS	00.00	

[T]



DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 25

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RATES, TERMS AND CONDITIONS – SECTION 1

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

Bill Format (continued)

Please see Section 4 – Definitions for certain terms used on this Bill Format.

MRSB ADJUSTMENT					00.00
CURTAINABLE SERVICE RIDER					00.00
RENEWABLE RESOURCE ENERGY		KWh times	\$0.00	EQUALS	00.00
ADJUSTMENT		KWh times	\$0.00	EQUALS	00.00
TOTAL AMOUNT DUE					\$ 00.00

[D]

----- LOAD FACTOR -----

COIN.
00.00%

BILLED
00.00%

BASE
00.00%

AVERAGE
00.00%

@ PEAK
00.00%

MILLS PER KWH
00.00

----- POWER FACTOR -----

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

DATE OF ISSUE July 15, 2020

DATE EFFECTIVE June 25, 2020

/s/ Robert W. Berry

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

*Issued by Authority of an Order of the Commission,
dated June 25, 2020, in Case No. 2020-00064*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

6/25/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 26

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

26

Original

SHEET NO. 25

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of Big Rivers' then existing Member Cooperatives for service to Large Industrial Customers served using dedicated delivery points. Retail service by a Member Cooperative to a Large Industrial Customer served using a dedicated delivery point shall be provided pursuant to the terms of a written retail service agreement which shall be subject to Big Rivers' approval.

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.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 27

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

26

Original

SHEET NO. 26

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

A Demand Charge of:

All kW of billing demand at \$10.7150 per kW.

[R]

Plus,

An Energy Charge of:

All kWh per month at \$0.038050 per kWh.

[I]

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

Charges:

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

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

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

[T]

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 28

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

26

Original

SHEET NO. 27

RATES, TERMS AND CONDITIONS – SECTION 1

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

Billing:

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

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
 Vice President Accounting, Rates, and
 Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 29

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

26

Original

SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Bill Format

[T]

Please see Section 4 – Definitions for certain terms used on this Bill Format.

[T]

BIG RIVERS ELECTRIC CORPORATION			INVOICE		P. O. BOX 24		HENDERSON, KY 42419-0024	
TO: Member's Name			MONTH ENDING		mm/dd/yy			
SUBSTATION			ACCOUNT		SERVICE FROM:		mm/dd/yy	
THRU			mm/dd/yy		BILLED PEAK		THRU	
mm/dd/yy			mm/dd/yy		mm/dd/yy		mm/dd/yy	
THRU			mm/dd/yy		mm/dd/yy		mm/dd/yy	
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Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 30

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 30

RATES, TERMS AND CONDITIONS – SECTION 1

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

Bill Format (continued)

Please see Section 4 – Definitions for certain terms used on this Bill Format.

MRSB ADJUSTMENT					00,000.00
CURTAINABLE SERVICE RIDER					00,000.00
RENEWABLE RESOURCE ENERGY	0,000,000	KWh times	\$0.000000	EQUALS	00,000.00
REBATE ADJUSTMENT					00,000.00
ADJUSTMENT	0,000,000	KWh times	\$0.000000	EQUALS	00,000.00
SUBTOTAL					\$ 00,000.00
TOTAL AMOUNT DUE					\$ 00,000.00

----- LOAD FACTOR -----

ACTUAL
00.00%

BILLED
00.00%

----- POWER FACTOR -----

BASE
00.00%

AVERAGE
00.00%

@ PEAK
00.00%

MILLS PER KWH
00.00

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

[D]

DATE OF ISSUE July 15, 2020
DATE EFFECTIVE June 25, 2020

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated June 25, 2020, in Case No. 2020-00064*

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director

EFFECTIVE

6/25/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Original

SHEET NO. 30.01

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion

[N]

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 17, 2020, including New Customers with a QF as defined in Rate Schedule QFP, that either initially contracts for fifty (50) MWs or more of capacity or whose aggregate peak load at any time amounts to fifty (50) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:
 - (i) the customer was in existence and served under the then-effective Big Rivers 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 fifty (50) MWs greater than the customer's Base Year peak demand.

DATE OF ISSUE September 3, 2020

DATE EFFECTIVE August 17, 2020

/s/ Robert W. Berry

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

*Issued by Authority of an Order of the Commission,
dated August 17, 2020, in Case No. 2019-00365*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

8/17/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No.

27

Original

SHEET NO.

30.02

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

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

[N]

Availability (continued):

- (3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:
- (i) the customer's load was in existence and served under the then-effective Big Rivers 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 fifty (50) MWs greater than the customer's Base Year peak demand; and
 - (iii) the customer requires service through a dedicated delivery point.

For all loads meeting the availability criteria above, no other Big Rivers tariff rate will be available. To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) 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.

DATE OF ISSUE September 3, 2020

DATE EFFECTIVE August 17, 2020

/s/ Robert W. Berry

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

*Issued by Authority of an Order of the Commission,
dated August 17, 2020, in Case No. 2019-00365*

KENTUCKY PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director

EFFECTIVE

8/17/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 30.03

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

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

[N]

Rates and Charges:

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

For all delivery points served under this tariff, the Member Cooperative shall negotiate a "Special Contract Rate" with Big Rivers on a case-by-case basis. The Special Contract Rate shall provide a net benefit to the existing load served by the Member Cooperatives, and may consist of one or more of the following:

- (1) the Standard Rate – LIC – Large Industrial Customer rate,
- (2) market-based rates,
- (3) fixed rates,
- (4) time-of-use rates, *or*
- (5) other negotiated rate.

For example, a Special Contract Rate based on market prices could consist of the sum of the following:

(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 –

- (i) capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems,
- (ii) 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, and
- (iii) all MISO expenses and costs.

DATE OF ISSUE September 3, 2020

DATE EFFECTIVE August 17, 2020

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated August 17, 2020, in Case No. 2019-00365*

**KENTUCKY
PUBLIC SERVICE COMMISSION**


Kent A. Chandler
Acting Executive Director

EFFECTIVE

8/17/2020

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



Your Touchstone Energy® Cooperative 

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 30.04

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

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

[N]

Rates and Charges (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 schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT –

- (i) Scheduling System Control and Dispatch;
- (ii) Reactive Supply and Voltage Control from Generation Sources Services;
- (iii) Regulation and Frequency Response Service;
- (iv) Energy Imbalance Service;
- (v) Operating Reserve – Spinning Reserve Service; *and*
- (vi) Operating Reserve – Supplemental Reserve Service.

(4) **Big Rivers Adder:**

In addition to the charges contained in Items (1), (2), and (3) of this Rates and Charges section, Big Rivers shall charge an adder determined on a case by case basis.

Metering:

Big Rivers shall provide an appropriate meter to all delivery points of Large Industrial Customer delivery point customers served under this rate schedule.

DATE OF ISSUE September 3, 2020

DATE EFFECTIVE August 17, 2020

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated August 17, 2020, in Case No. 2019-00365*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 30.05

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

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

[N]

Definitions:

Please see Section 4 for definitions common to all tariffs.

Definitions specific to this rate schedule are:

- (1) "Base Year" shall mean the twelve (12) calendar months from _____ 2018 through _____ 2019.
- (2) "Existing Customer" shall mean any customer of a Member Cooperative served as of _____, 2019.
- (3) "New Customer" shall mean any customer of a Member Cooperative commencing service on or after _____, 2019.
- (4) "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.
- (5) "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.
- (6) "Expansion Demand" *for the expanded local 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.

DATE OF ISSUE September 3, 2020

DATE EFFECTIVE August 17, 2020

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated August 17, 2020, in Case No. 2019-00365*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

8/17/2020

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



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



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 31

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 31

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – DISCONTINUED

[T]

Tariff Sheet CANCELLED

Reserved for Future Use



DATE OF ISSUE January 27, 2022

DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 32

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 32

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – CATV – Cable Television Attachment – DISCONTINUED

[T]

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DATE OF ISSUE January 27, 2022

DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission,

Dated December 28, 2022, in Case No. 2022-00106

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink that reads "Linda C. Bridwell".

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised

SHEET NO. 33

CANCELLING P.S.C. KY. No.

27

Original

SHEET NO. 33

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

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DATE OF ISSUE

January 27, 2022

DATE EFFECTIVE

December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission,

Dated December 28, 2022, in Case No. 2022-00106

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

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12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised

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CANCELLING P.S.C. KY. No.

27

Original

SHEET NO. 34

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

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January 27, 2022

DATE EFFECTIVE

December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



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

27

First Revised _____

SHEET NO. _____ 35

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

27

Original _____

SHEET NO. _____ 35

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE

January 27, 2022

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December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission,

Dated December 28, 2022, in Case No. 2022-00106

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink that reads "Linda C. Bridwell".

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised

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CANCELLING P.S.C. KY. No.

27

Original

SHEET NO. 36

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE

January 27, 2022

DATE EFFECTIVE

December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission,

Dated December 28, 2022, in Case No. 2022-00106

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink that reads "Linda C. Bridwell".

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised

SHEET NO. 37

CANCELLING P.S.C. KY. No.

27

Original

SHEET NO. 37

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE

January 27, 2022

DATE EFFECTIVE

December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission,

Dated December 28, 2022, in Case No. 2022-00106

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



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

27

First Revised _____

SHEET NO. 38

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

27

Original _____

SHEET NO. 38

RATES, TERMS AND CONDITIONS – SECTION 1

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

[T]

Tariff Sheet CANCELLED

Reserved for Future Use

DATE OF ISSUE

January 27, 2022

DATE EFFECTIVE

December 28, 2022

/s/ Robert W. Berry

ISSUED BY:

Robert W. Berry,

President and Chief Executive Officer

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

Issued by Authority of an Order of the Commission,

Dated December 28, 2022, in Case No. 2022-00106

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink that reads "Linda C. Bridwell".

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 38.01

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments

[N]

Applicable:

For all poles owned or controlled by Big Rivers.

Availability:

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this rate schedule. No attachment(s) shall be made to Big Rivers' Poles unless and until Big Rivers has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this rate schedule. Parties with joint use agreements with Big Rivers are excluded from this rate schedule. Nothing in this rate schedule is intended to expand the right to attach to Big Rivers' Poles beyond those rights otherwise conveyed by law. Big Rivers reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

Regulation:

This rate schedule includes Big Rivers' rates, terms, and conditions governing attachments to Big Rivers' Poles. It is intended to be, and should be interpreted, consistent with the requirements of 807 KAR 5:015 (the "Pole Attachment Regulation") and KRS Chapter 278. Terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

Term:

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

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 38.02

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Definitions:

Please see Section 4 for definitions common to all tariffs.

Definitions specific to this rate schedule are:

“Actual Inventory” is a complete count of all Attachments on Poles to which the Licensee is attached.

“Approved Contractor” is a contractor appropriately qualified by Big Rivers to provide self-help surveys or Make Ready services.

“Attached Pole” is a pole for which shared use is established or continued pursuant to the terms of this tariff.

“Attachment” is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to Big Rivers’ Pole.

“Communication Space” is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.

“Communication Worker Safety Zone” is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.

“Complex Make-ready” means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 38.03

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Cost in Place” is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.

“High Volume Orders” are requests which seek to attach to no more than one and five-tenths percent (1.5%) of Big Rivers’ Poles in Kentucky or to no more than 1,000 Poles, whichever is less, and are not Lesser Volume Orders. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

“Licensee” means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

“Lesser Volume Orders” are requests which seek to attach to no more than five-tenths percent (0.5%) of Big Rivers’ poles in Kentucky or to no more than 300 Poles, whichever is less. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

“Make-ready” is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.04

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Make-ready Costs” are all costs necessary for Big Rivers to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.

“Outside Party” is any person or entity other than Big Rivers or Licensee that is also attached to Big Rivers’ Poles consistent with law and this rate schedule.

“Overlashing” means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.

“Permit” means authorization from Big Rivers to the Licensee to attach an Attachment pursuant to this rate schedule.

“Pole” means any pole owned or controlled by Big Rivers, excluding any pole that is used primarily to support outdoor lighting.

“Rearrange” or “Rearrangement” is the moving of Attachments from one position to another on a Pole.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE
12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 38.05

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

“Service Drop” means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.

“Simple Make-ready” is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.

“Space” is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).

“Standard Pole” is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Big Rivers and all Attachments and strong enough to meet the requirements of the specifications mentioned in Section 1 – Attachments to Poles for the Big Rivers facilities and Attachments ordinarily placed by the parties in their respective spaces.

“Supply Space” is the following described space:

1. For Big Rivers, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Big Rivers upon request.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

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12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.06

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Definitions: - (continued)

Definitions specific to this rate schedule are (continued):

2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in Section 1- Attachments to Poles and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
3. In the event Big Rivers installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Big Rivers, as defined above, for that pole shall be increased to include the additional above ground space provided by Big Rivers. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in Section 1 – Attachments to Poles.

“Transfer” is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.

“Wireless Facilities” are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.07

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Appendices:

The following appendices at the end of this rate schedule are an integral part of this schedule:

Appendix A – Application/Request to Attach;
Appendix B – Specifications for Attachments;
Appendix C – Bill of Sale (template);
Appendix D – Performance Bond;
Appendix E – Fees and Charges; and
Appendix F – Bill Format.

Additional Terms and Conditions:

Section 1 – Attachments to Poles –

At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee's use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the NESC, NEC, OSH Act, and RUS; (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Big Rivers, including those set forth in Appendix B – Specifications for Attachments (as each may be amended from time to time). The requirements of the NESC, NEC, OSH Act, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Big Rivers in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

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12/28/2022

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



For All Territory Served By
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P.S.C. KY. No. 27

Original SHEET NO. 38.08

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 1 – Attachments to Poles – (continued)

Big Rivers reserves the right to amend Appendix B – Specifications for Attachments from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the Appendix B – Specifications for Attachments ("Amendment") shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of Appendix B – Specifications for Attachments then in effect.

Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Big Rivers. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Big Rivers or an Outside Party.

Licensee shall exercise precautions to avoid damage to facilities of Big Rivers and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Big Rivers upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Big Rivers for the reasonable costs and expenses incurred by Big Rivers in addressing damage caused by Licensee.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.09

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 1 – Attachments to Poles – (continued)

To further the goals of communication and cooperation with Licensee and Outside Parties, the Big Rivers may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

Section 2 – Establishing Attachments to Poles –

Application

Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under Appendix A – Application / Request to Attach in the method and form reasonably required by Big Rivers (the "Application"), and receive written authorization from Big Rivers authorizing the specific use requested. Failure to request and receive Big Rivers' authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Big Rivers.

1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party's operations, and such use complies with the terms of this Schedule.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.10

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than five-tenths percent (0.5%) of Big Rivers' Poles in Kentucky (or to more than 300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than sixty (60) days before submission of such Application(s)), the person or entity shall provide written notification to Big Rivers describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready ("OTMR") process described in Section 2 – Establishing Attachments to Poles - Procedure (OTMR), below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section 2 – Establishing Attachments to Poles - Procedure, below.

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/s/ Robert W. Berry

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

Procedure

1. Review for Completeness:

- i. Big Rivers will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Big Rivers the information necessary under this rate schedule and Appendix A – Application / Request to Attach to make an informed decision on the Application. Big Rivers may bill applicant for all costs and expenses incurred for pole surveys arising from Application. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Big Rivers' receipt of same, Big Rivers notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Survey:

- i. Following its receipt of a complete Application, Big Rivers will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s).
- ii. Except as otherwise provided herein, the following timeframes apply:
 - a. With respect to Lesser Volume Orders, Big Rivers will complete the survey and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- b. With respect to High Volume Orders, Big Rivers will complete the survey and either grant or deny the applicant access within sixty (60) days of receipt of a complete Application.
- c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed the lesser of 1,000 Poles or one and five-tenths percent (1.5%) of Big Rivers' poles in Kentucky.
- iii. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.
- iv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of Big Rivers' survey. Big Rivers will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. applicant and Outside Parties present for the field inspection shall be responsible for obtaining the right to enter any third party's property for purposes of the inspection.

3. Make-Ready Estimates:

- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Big Rivers will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("Make-ready Estimate"). Big Rivers will provide

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.

- ii. Big Rivers' Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.

4. Make-ready:

- i. Within seven (7) days (or sooner, if practical) of Big Rivers' receipt of payment for survey costs and the Make-ready Estimate, Big Rivers will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
 - a. For Make-ready in the Communications Space, the notice will be written and:
 - (i.) State where and what Make-ready will be performed;
 - (ii.) State a date for completion of Make-ready (which date will be no more than thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days after the notification is sent in the case of High Volume Orders);
 - (iii.) State that any entity with an existing Attachment may modify the Attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
 - (iv.) State that, if Make-ready is not completed by the completion date established by Big Rivers, the applicant may complete the Make-ready; and
 - (v.) State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure

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



For All Territory Served By
Cooperative's Transmission System

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Original SHEET NO. 38.14

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

b. For Make-ready above the Communications Space, the notice will be written and:

- (i.) State where and what Make-ready will be performed;
 - (ii.) State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders);
 - (iii.) State that any entity with an existing Attachment may modify the Attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
 - (iv.) State that Big Rivers may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
 - (v.) State that if Make-ready is not completed by the completion date established by Big Rivers, the applicant may complete the Make-ready; *and*
 - (vi.) State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- ii. Big Rivers will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where Big Rivers sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Big Rivers.
- iii. Big Rivers will complete its own Make-ready consistent with the dates established in the relevant notice(s).

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For All Territory Served By
Cooperative's Transmission System

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Original SHEET NO. 38.15

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

5. Final Invoice:

- i. Within a reasonable period, not to exceed one-hundred twenty (120) days after Big Rivers completes its Make-ready, Big Rivers shall provide:
 - a. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; *and*
 - b. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.
- ii. Upon receipt of payment for the final invoice, Big Rivers shall grant to the applicant authorization ("Permit") to use the relevant Poles and to make Attachments in accordance with the terms of this rate schedule. The Licensee shall have 180 days from the date Big Rivers has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

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For All Territory Served By
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SHEET NO. 38.16

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SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. Licensee shall notify Big Rivers fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the Attachment. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Big Rivers discovers damage or code violations caused by the Attachment, then Big Rivers will inform Licensee and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Big Rivers. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial Attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of Licensee's obligations beyond initial Attachment.

6. Deviations from Make-ready Timeline:

- i. Big Rivers may deviate from the time limits specified in this rate schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this rate schedule.
- ii. Big Rivers may deviate from the time limits established in this rate schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Big Rivers to complete make-ready within the time limits established. If Big Rivers deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for

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For All Territory Served By
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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

the deviation and a new completion date. Big Rivers shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.

- iii. Big Rivers or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

7. Self-Help Remedy:

- i. Should Big Rivers or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this rate schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- ii. Big Rivers and any Outside Party may be present for any work conducted as part of the self-help remedy.

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



For All Territory Served By
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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. An applicant shall use commercially reasonable efforts to provide Big Rivers and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.
- iv. Self-help shall not be available for pole replacements. Only Big Rivers or its designee may conduct pole replacements

Procedure (OTMR)

1. Review for Completeness:

- i. Big Rivers will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Big Rivers the information necessary under this rate schedule and Appendix A – Application / Request to Attach to make an informed decision on the application. Big Rivers may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Big Rivers' receipt of same, Big Rivers notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

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For All Territory Served By
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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

2. Survey:

- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Big Rivers or an Approved Contractor to conduct any survey pursuant to the OTMR process.
- ii. An applicant shall allow Big Rivers and any affected Outside Party to be present for any field inspection conducted as part of its survey.
- iii. An applicant shall use commercially reasonable efforts to provide Big Rivers and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.

3. Application Review on Merits:

- i. Big Rivers will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- a. During the applicable timeframe for review following Big Rivers' receipt of a complete Application, Big Rivers or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process
 - ii. If Big Rivers denies an Application on its merits, then Big Rivers' decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access
4. Make-ready:
- i. If an Application is approved by Big Rivers and if the applicant has provided to Big Rivers and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Big Rivers or an Approved Contractor to perform the Make-ready.
 - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Big Rivers and Outside Parties a reasonable opportunity to be present for any Make-ready.

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. An applicant/Licensee shall immediately notify Big Rivers and any affected Outside Party if Make-ready damages the equipment of Big Rivers or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Big Rivers or an Outside Party.
- iv. If an applicant/Licensee or Big Rivers determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by Section 2 – Establishing Attachments to Poles – Procedure, above, and Big Rivers shall provide the notices and estimates required as soon as reasonably practicable.

5. Post Make-ready Timeline:

- i. Licensee shall notify Big Rivers and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
- ii. Licensee shall notify Big Rivers within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the Attachment. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Big Rivers discovers damage or code violations caused by the Attachment, then Big Rivers will inform Licensee and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

violations at its expense within fourteen (14) days following notice from Big Rivers. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of those obligations beyond initial attachment.

Overlashing

- i. Any person or entity seeking to overlash existing facilities attached to Big Rivers' Poles shall provide advance written notice to Big Rivers describing the proposed activity along with submission of the complete information required under Appendix A – Application / Request to Attach, excluding a pole-loading analysis certified by a professional engineer licensed in the Commonwealth of Kentucky, in the method and form reasonably required by Big Rivers. The notice shall be provided to Big Rivers not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Big Rivers.
- ii. Following receipt of the notice described in the preceding subsection, Big Rivers may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Big Rivers will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 2 – Establishing Attachments to Poles – (continued)

- iii. Any party that engages in overloading is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Big Rivers property or other existing attachments results from overloading, or if overloading work causes safety or engineering standard violations, then the overloading party shall be fully responsible at its expense for any necessary repairs.
- iv. An overloading party shall notify Big Rivers within fifteen (15) days of completion of the overload on a particular pole. The notice shall provide Big Rivers at least ninety (90) days from receipt in which to inspect the overload. Big Rivers shall have fourteen (14) days after completion of its inspection to notify the overloading party of any damage or code violations caused by the overload. If Big Rivers discovers damage or code violations caused by the overload on equipment belonging to Big Rivers, then Big Rivers will inform the overloading party and provide adequate documentation of the damage or code violations. Big Rivers may either complete any necessary remedial work and bill the overloading party for the reasonable costs related to fixing the damage or code violations or require the overloading party to fix the damage or code violations at its expense within fourteen (14) days following notice from Big Rivers. Overloading parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Big Rivers in connection with overloading activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overloaded facilities beyond their initial attachment, nor shall it limit or impact Big Rivers' rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.24

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 3 – Right of Way for Licensee's Attachments –

Big Rivers does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Big Rivers has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee shall 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. If requested by Big Rivers, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Big Rivers from any and all claims, damages, or other losses arising out of Licensee's failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Big Rivers' Poles, Big Rivers is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Big Rivers' Poles immediately after receiving notice from Big Rivers of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Big Rivers with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Big Rivers' transmission system shall be performed by Big Rivers as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee's Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Big Rivers' permission prior to conducting any such clearing activity near Big Rivers' Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee's cable and/or facilities are creating undue strain on the facilities of Big Rivers or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 3 – Right of Way for Licensee's Attachments –(continued)

a timeframe suitable to Big Rivers, as determined in its sole discretion, Big Rivers may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

Section 4 – Maintenance of Poles and Attachments; Contractors –

Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in Section 1 – Attachments to Poles and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Big Rivers.

Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric transmission system, including but not limited to the Poles.

Contractors (Complex)

Big Rivers shall make available and keep up-to-date a list of contractors Big Rivers has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Big Rivers or a contractor from Big Rivers' list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Big Rivers may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

- i. The contractor has agreed to follow published safety and operational guidelines of Big Rivers;

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/s/ Robert W. Berry

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**KENTUCKY
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For All Territory Served By
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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 4 – Maintenance of Poles and Attachments; Contractors – (continued)

- ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
- iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the OSHA rules;
- iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Big Rivers, as made available; *and*
- v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.

Contractors (Simple)

Big Rivers may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Big Rivers provides this list, then Licensee shall choose Big Rivers or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.

- i. If Big Rivers does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in Section 4 – Maintenance of Poles and Attachments; Contractors – Contractors (Complex) above, as certified by the applicant consistent with the Pole Attachment Regulation.

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/s/ Robert W. Berry

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 4 – Maintenance of Poles and Attachments; Contractors – (continued)

- a. Big Rivers may disqualify any contractor chosen by an applicant that is not on the Big Rivers' list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Big Rivers' publicly available and commercially reasonable safety or reliability standards. Big Rivers will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this rate schedule and the obligations of this rate schedule (including but not limited to the insurance and indemnification obligations under this rate schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this rate schedule. Licensee shall ensure that Big Rivers is an intended third party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Big Rivers has such rights against Licensee under this rate schedule. Licensee shall indemnify Big Rivers for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

Section 5 – Inventory (Audit) And Inspections –

Actual Inventory

Big Rivers reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years, unless Big Rivers is required by law, regulation, or regulatory authority to perform a

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For All Territory Served By
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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Pole Audit more frequently; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years, unless Big Rivers is required by law, regulation, or regulatory authority to perform a Pole Audit more frequently. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory, Licensee and all Outside Parties shall reimburse Big Rivers for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on Poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Big Rivers' Poles.

Licensee-Specific Inspection

If Big Rivers has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Big Rivers may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a Discrepancy Rate higher than five percent (5%),^a Licensee shall reimburse Big Rivers for all costs and expenses associated with the inspection. Big Rivers shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.

$$^a \text{ Discrepancy Rate} = \frac{\text{Number of Unauthorized or Non-Compliance Licensee Attachments}}{\text{Total Number of Licensee Attachments}}$$

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Corrections

If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this rate schedule, Licensee shall, upon notice by Big Rivers, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Big Rivers may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Big Rivers' sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Big Rivers may elect to do such work itself, and Licensee shall reimburse Big Rivers for all actual costs and expenses incurred in connection therewith. Big Rivers shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Big Rivers' gross negligence or misconduct. Failure by Big Rivers to inspect Licensee's conformance to the technical requirements and specifications listed in Section 1 – Attachments to Poles or to take action on its own to bring such Attachments into compliance shall not cause Big Rivers to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and

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/s/ Robert W. Berry

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27

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 5 – Inventory (Audit) And Inspections – (continued)

Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

Penalties

Big Rivers may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in Section 5 – Inventory (Audit) And Inspections – Corrections, and an additional one hundred dollars (\$100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Big Rivers' reasonable satisfaction. The foregoing notwithstanding, in no event may Big Rivers impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Big Rivers.

Safety Violations

For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

Section 6 – Division of Costs –

Division of Costs for Poles

Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee's Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement by Big Rivers consistent with the Pole Attachment Regulation.

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/s/ Robert W. Berry

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KENTUCKY
PUBLIC SERVICE COMMISSION

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For All Territory Served By
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Original SHEET NO. 38.31

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Where an existing pole is replaced for maintenance purposes, Big Rivers shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and Big Rivers will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and shall remain the property of Big Rivers.

Any payments for poles made by the Licensee under any provisions of this Section 6 shall not entitle the Licensee to the ownership of any part of the poles or Big Rivers' real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.

Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

In the event Big Rivers installs a pole larger than is initially required for Big Rivers' and Licensee's use in anticipation of Big Rivers' future requirements or additions, the additional space provided by Big Rivers shall be reserved for Big Rivers' sole use. Licensee may request documentation to validate the need for future space.

If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

Except as otherwise provided, Big Rivers shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix A – Application / Request to Attach is not required.

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/s/ Robert W. Berry

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Division of Costs for Violations

If any Attachment is found to be in violation of the terms of this rate schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.

If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Big Rivers, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Big Rivers may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Big Rivers' sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.

Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Big Rivers may elect to do such work itself, and Licensee shall reimburse Big Rivers for all actual costs and expenses incurred in connection therewith. Big Rivers shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Big Rivers' gross negligence or misconduct on any third-party's facilities or property.

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 6 – Division of Costs – (continued)

Failure by Big Rivers to inspect Licensee's conformance to the technical requirements and specifications listed in Section 1 – Attachments to Poles or to take action on its own to bring such Attachments into compliance shall not cause Big Rivers to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Big Rivers or Outside Parties.

In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on Poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Big Rivers and any other Licensees; and Big Rivers will make reasonable effort to cause the Outside Party to make such payment.

If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

Big Rivers shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an Appendix A – Application / Request to Attach is not required.

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 7 – Unauthorized Attachments –

If any Attachment is made without complying with this rate schedule and is identified by Big Rivers or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this rate schedule or at law, Big Rivers shall require Licensee to submit a notification within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A – Application / Request to Attach, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A – Application / Request to Attach:

- i. an Unauthorized Attachment exists with no violations, then the Licensee shall pay to Big Rivers a one-time fee of five (5) times the current annual rental fee found in Appendix E – Fees and Charges and the Licensee will be granted a Permit for the Attachment.
- ii. an Unauthorized Attachments exist with violations, then the Licensee shall correct all violations within ninety (90) days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to Big Rivers a one-time fee of five (5) times the current annual rental fee found in Appendix E – Fees and Charges and the Licensee will be granted a Permit for the Attachment.

If Licensee has failed to provide Appendix A – Application / Request to Attach, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Big Rivers may remove such Attachments at the Licensee's expense and with no liability to Big Rivers, in which event the Licensee shall reimburse Big Rivers upon demand for the cost incurred in making such removal and shall indemnify and hold Big Rivers harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Big Rivers' Specifications.

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/s/ Robert W. Berry

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RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 8 – Abandonment of Poles, Transfer of Attachments –

If Big Rivers desires at any time to abandon any Pole or to direct Licensee to Transfer one or more Attachments for any reason, Big Rivers will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Big Rivers may:

- i. Transfer the Attachment(s) at Licensee's expense (in which case Big Rivers expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Big Rivers' gross negligence or willful misconduct); and/or
- ii. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Big Rivers from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Big Rivers the then depreciated value in place of the Pole to Big Rivers. Big Rivers may further evidence transfer of title to the pole by completing Appendix C – Bill of Sale. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Section 5 – Inventory (Audit) And Inspections, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Big Rivers is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.

If, for safety or reliability purposes, it is necessary for Big Rivers to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Big Rivers may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by Big Rivers in performing such work.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

**EFFECTIVE
12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.36

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 8 – Abandonment of Poles, Transfer of Attachments – (continued)

Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

Section 9 – Adjustment Payments –

For a year in which there is no Actual Inventory, the number of Poles used in calculating a charge under this rate schedule shall be adjusted based on the applications received since the last Actual Inventories and any identified Unauthorized Attachments.

For a year for which there is an Actual Inventory, the following adjustment shall be made to the number of Poles for purposes of calculating a charge under this rate schedule: The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

If the adjustment so calculated pursuant to this section results in a payment that is greater than the payment that was actually made for a billing period, the difference shall constitute an additional amount owed by the Licensee to Big Rivers; if less, the difference shall constitute an amount owed by Big Rivers or a credit to the Licensee.

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
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For All Territory Served By
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P.S.C. KY. No. 27

Original SHEET NO. 38.37

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 10 – Rights of Other Parties, Licensee –

If Big Rivers, prior to affording a Licensee any rights pursuant to this rate schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this rate schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Big Rivers shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.

No use, however extended, of Big Rivers' Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Big Rivers may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Big Rivers' facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this rate schedule.

Section 11 – Waiver of Terms or Conditions –

The failure or decision of Big Rivers to enforce or insist upon compliance with any of the terms or conditions of this rate schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 12 – Payment of Taxes –

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Big Rivers' Poles solely because of their use by the Licensee shall be paid by the Licensee.

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For All Territory Served By
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Original SHEET NO. 38.38

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 13 – Designated Contact Person(s), Notices –

Licensee shall establish and maintain a designated contact person(s) ("Designated Contact Person(s)") for ordinary maintenance requests, relocation requests, and notices from Big Rivers who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Big Rivers with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Big Rivers appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Big Rivers' inquiries or issues.

Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this rate schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.

Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Big Rivers to facilitate communication and the delivery of required notices and efforts related to this rate schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Big Rivers' system or platform shall be satisfactory notice under this rate schedule.

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Original SHEET NO. 38.39

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 14 – Remedies –

Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Big Rivers of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Big Rivers. No refund of any pole rental rate or other charge will be due on account of such removal. Big Rivers may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this rate schedule (including access to Big Rivers' Poles) or terminate the Contract or any Permit issued under this rate schedule if Licensee fails to comply with any of the provisions of this rate schedule and fails within thirty (30) days (or such longer, mutually-agreeable period if a thirty (30) day cure period is not reasonably possible) after written notice from Big Rivers to correct such noncompliance. In the event a governmental entity at any time requires Big Rivers to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Big Rivers shall refund to Licensee any unearned rental payments made pursuant to this rate schedule. Except as otherwise provided in this rate schedule, the Licensee shall have sixty (60) days within which to remove its Attachments from Big Rivers' Pole(s) upon termination of a Permit issued under this rate schedule. If the Licensee fails to remove its Attachments from Big Rivers' Pole(s), Big Rivers shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Big Rivers upon demand for the cost Big Rivers incurred in making such removal. Attachments of Licensee which remain after the sixty (60) day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Big Rivers harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
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12/28/2022

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For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.40

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 15 – Representations and Warranties –

In order to obtain service under this rate schedule, Licensee shall:

- i. be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed;
- ii. enjoy full authority to enter into and perform its obligations pursuant to this rate schedule, recognizing it is a party bound by this rate schedule, which is fully enforceable in accordance with its terms; *and*
- iii. confirm its execution and delivery of its obligations under this rate schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.

Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Big Rivers' Poles as authorized herein. Licensee shall comply with Big Rivers' practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Big Rivers' safe and efficient operation of its electric transmission system, including but not limited to its Poles, and the rights of Outside Parties.

THERE ARE NO WARRANTIES UNDER THIS RATE SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BIG RIVERS SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF BIG RIVERS' POLES AND RELATED PROPERTY AND FACILITIES.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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Executive Director

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12/28/2022**
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For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.41

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability –

Licensee agrees to indemnify, defend and hold harmless Big Rivers, its affiliates, directors, officers, Member–Owners, representatives, agents, contractors, subcontractors, and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Big Rivers is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("Losses") relating to or arising out of Licensee's activities under this rate schedule, its presence on or near Big Rivers' property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

The obligations of this Section 16 shall survive the conclusion of the parties' relationship under this rate schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Section 16 shall be construed liberally in favor of indemnification of Big Rivers and the other Indemnified Persons.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
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**EFFECTIVE
12/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. _____

27

Original _____

SHEET NO. _____

38.42

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability – (continued)

The indemnification obligations of Licensee under this Section 16 and under other provisions of this rate schedule are cumulative and not exclusive. An Indemnified Person's request for indemnification under one or more sections shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this rate schedule.

Big Rivers shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Big Rivers' Poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Big Rivers or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Big Rivers or its agents.

Licensee expressly assumes responsibility for determining the condition of all Poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Big Rivers' gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Big Rivers' poles.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL BIG RIVERS OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBER-OWNERS, REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF

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ISSUED BY: Robert W. Berry,
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PUBLIC SERVICE COMMISSION**

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12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.43

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 16 – Indemnifications and Limitations on Liability – (continued)

SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARD-LESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).

Section 17 – Construction –

The headings in this rate schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

Section 18 – Assignment of Rights –

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this rate schedule, to any firm, corporation or individual, without the written consent of Big Rivers, which consent shall not be unreasonably withheld

Section 19 – Insurance –

Policies Required

At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Big Rivers is informed, no less than thirty (30) days in advance, of the

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
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For All Territory Served By
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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

cancellation or termination of any policy hereunder. Licensee shall name Big Rivers as an additional insured on all such policies, except workers compensation.

- i. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- ii. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury aggregate, and \$1,000,000 each occurrence.
- iii. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- iv. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$10,000,000 each occurrence, \$10,000,000 aggregate.

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For All Territory Served By
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Original SHEET NO. 38.45

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

- v. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.
- vi. Performance Bond. Prior to making any Attachments under this rate schedule, Licensee shall provide to Big Rivers a performance bond in an amount corresponding with the requirements of Appendix D – Performance Bond. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the Commonwealth of Kentucky and listed with the United States Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Big Rivers. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this rate schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Big Rivers which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or other facilities on or about Big Rivers' Poles. This shall include claims for damages to Big Rivers' facilities caused by Licensee, or its contractors and agents. Big Rivers shall have the right to draw funds from the bond to recover damages to Big Rivers' facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Big Rivers to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Qualification; Priority; Contractors' Coverage

The insurer must be authorized to do business under the laws of the Commonwealth of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Section 19 with the same limits.

Certificate of Insurance; Other Requirements

Prior to making any Attachments under this rate schedule and prior to each insurance policy expiration date during the term of this rate schedule, the Licensee will furnish Big Rivers with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this rate schedule and property insurance waivers of subrogation required by this rate schedule. Big Rivers shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this rate schedule. Big Rivers, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Big Rivers. Licensee shall defend, indemnify and hold harmless Big Rivers and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Section 19. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Big Rivers upon request.

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Original SHEET NO. 38.47

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Limits

The limits of liability set out in this Section 19 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Big Rivers' or Licensee's exposure to risk.

Prohibited Exclusions

No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that:

- i. exclude coverage of liability assumed by this rate schedule with Big Rivers except as to infringement of patents or copyrights or for libel and slander in program material;
- ii. exclude coverage of liability arising from excavating, collapse, or underground work;
- iii. exclude coverage for injuries to Big Rivers' employees or agents; *or*
- iv. exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents.

This list of prohibited provisions shall not be interpreted as exclusive.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.48

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Deductible/Self-insurance Retention Amounts

Licensee may meet all or a portion of the insurance requirements of this Section 19 by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name Additional Insureds as required by this Section 19. The Licensee must provide to Big Rivers such evidence as required by Big Rivers demonstrating, to Big Rivers' satisfaction, the Licensee's financial ability to meet the requirements of this Section 19 requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Big Rivers' satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Section 19.

Additional Insurance

Big Rivers shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Section 19. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Big Rivers within thirty (30) days of the Licensee providing proof of such additional premium to Big Rivers and requesting payment therefor.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
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Linda C. Bridwell
Executive Director

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For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.49

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Section 19 – Insurance – (continued)

Section 20 – Force Majeure –

Except as may be expressly provided otherwise, either Big Rivers or Licensee shall be excused from performance of an obligation hereunder if and to the extent its performance is prevented by Force Majeure, provided that the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure. "Force Majeure" shall mean causes beyond a party's reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this rate schedule.

Section 21 – Severability –

The provisions (or parts thereof) of this rate schedule shall be severable. In the event that any provision (or part thereof) of this rate schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this rate schedule.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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KENTUCKY
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12/28/2022
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For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____

27

Original

SHEET NO. 38.50

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix A – Request to Attach / Modify Attachments to Poles

Licensee Job # _____ (to be completed by Licensee)				
Big Rivers Work Order # _____ (to be completed by Big Rivers)				
SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)				
Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated	Start	
Phone		Construction Dates	Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
One Touch Make-Ready? (Yes or No)			If yes, please attach section 3 (OTMR addendum)	
Make Ready Anticipated? (Yes or No)				
Location of Attachment Request (Street Address and Coordinates (Lat, Long)):				
Checklist of Attached Documents (Containing Licensee Job #):				
<input type="checkbox"/> Appendix A- OTMR Addendum selected contractors (if applicable)				
<input type="checkbox"/> Detailed construction plans, drawings, and maps consistent with Appendix B				
<input type="checkbox"/> Spreadsheet, containing the following:				
<input type="checkbox"/> Poles that we wish to use (number, Lat, Long)		<input type="checkbox"/> Relocations or replacements of poles		
<input type="checkbox"/> Point of attachment (proposed height) on each pole		<input type="checkbox"/> Rearrangements of fixtures and equipment necessary		
<input type="checkbox"/> Number and type of attachments to be placed on each pole (including anchor type and distance from		<input type="checkbox"/> Additional poles required		
<small>The included information represents our proposed facilities. Any changes will be submitted to Big Rivers for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.</small>				
SECTION 2 - APPROVAL / DENIAL OF REQUEST (to be completed by Big Rivers)				
Response Date		Utility Make Ready Construction Required?		
Name		Total Estimated Cost to Licensee		
Title		(Detailed invoice to be provided)		
Phone		Permit #		
Email				
Request	Approve		If denied, reason	
Response	Deny		for denial:	
Signature:				
<small>Big Rivers hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.</small>				

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.51

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix A - Request to Attach - OTMR Addendum
To be submitted along with Appendix A – Request to Attach: Sections 1 and 2

Licensee Job # _____ (to be completed by Licensee)																													
Big Rivers Work Order # _____ (to be completed by Big Rivers)																													
SECTION 3 - OTMR Contractor Information (to be completed by Licensee)																													
<table border="1"><thead><tr><th colspan="2">OTMR Survey Contractor</th><th colspan="2">OTMR Make Ready Contractor</th></tr></thead><tbody><tr><td>Company</td><td></td><td>Same as survey contractor</td><td></td></tr><tr><td>Survey Date</td><td></td><td>Company</td><td></td></tr><tr><td>Point of Contact Name</td><td></td><td>Point of Contact Name</td><td></td></tr><tr><td>Title</td><td></td><td>Title</td><td></td></tr><tr><td>Phone</td><td></td><td>Phone</td><td></td></tr><tr><td>Email</td><td></td><td>Email</td><td></td></tr></tbody></table>		OTMR Survey Contractor		OTMR Make Ready Contractor		Company		Same as survey contractor		Survey Date		Company		Point of Contact Name		Point of Contact Name		Title		Title		Phone		Phone		Email		Email	
OTMR Survey Contractor		OTMR Make Ready Contractor																											
Company		Same as survey contractor																											
Survey Date		Company																											
Point of Contact Name		Point of Contact Name																											
Title		Title																											
Phone		Phone																											
Email		Email																											
Existing Attacher Information																													
<i>Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.</i>																													
<table border="1"><thead><tr><th>Attacher</th><th>Point of Contact</th><th>Phone or Email</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>		Attacher	Point of Contact	Phone or Email																									
Attacher	Point of Contact	Phone or Email																											
OTMR Transfer Work Information																													
<table border="1"><tbody><tr><td>Field Supervisor</td><td></td><td rowspan="5">Additional Comments:</td></tr><tr><td>Title</td><td></td></tr><tr><td>Phone</td><td></td></tr><tr><td>Email</td><td></td></tr><tr><td>Estimated Crew Size</td><td></td></tr></tbody></table>		Field Supervisor		Additional Comments:	Title		Phone		Email		Estimated Crew Size																		
Field Supervisor		Additional Comments:																											
Title																													
Phone																													
Email																													
Estimated Crew Size																													
By submitting this application, I fully and completely understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.																													
Signature: _____ Date: _____																													

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

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President and Chief Executive Officer
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12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. _____

27

Original _____

SHEET NO. _____

38.52

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments

Licensee, when making Attachments to Big Rivers' Poles, will adhere to the following engineering and construction practices.

- i. All Attachments shall be made in accordance with Section 1 – Attachments to Poles.
- ii. Clearances.
 - a. Attachment and Cable Clearances: Licensee's Attachments on Big Rivers' Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version of the NESC.
 - b. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Big Rivers' service drops and Licensee's service drops shall conform to the NESC.
 - c. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.
 - d. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
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For All Territory Served By
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27

Original _____

SHEET NO. 38.53

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- e. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.
 - f. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Big Rivers' pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.
 - g. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Big Rivers facilities, or the distance specified by Big Rivers, whichever is greater.
- iii. Anchors and Guys.
- a. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Big Rivers' poles by Licensee's Attachments. Anchors must be guyed adequately.
 - b. Anchors and guy wires must be installed on each Big Rivers pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
 - c. Licensee may not attach guy wires to the anchors of Big Rivers or third-party user without the anchor owner's specific prior written consent.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
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Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.54

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- d. No Attachment may be installed on a Big Rivers pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Big Rivers' poles until all required guys and anchors are installed.
 - e. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Big Rivers' pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Big Rivers and a ground will be added to the pole at Big Rivers' expense for Licensee to bond to.
- iv. Certification of Licensee's Design.
- a. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the Commonwealth of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Big Rivers' Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Big Rivers for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Big Rivers' Construction Standards and any other applicable federal, state or local codes and/or requirements.
 - b. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Big Rivers' facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
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For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.55

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

v. Miscellaneous Requirements.

- a. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Big Rivers.
- b. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Big Rivers and a ground will be added to the pole at Big Rivers' expense for Licensee to bond to.
- c. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
- d. Communication Cables: All communications cables/wires not owned by Big Rivers shall be attached within the communications space that is located below the Communication Worker Safety Zone.
- e. Riser Installations: All Licensee's riser installations shall be in Big Rivers–approved conduit materials. Ground wires may be attached directly to the pole.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
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For All Territory Served By
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P.S.C. KY. No. 27

Original SHEET NO. 38.56

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SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix B – Specifications for Attachments (continued)

- f. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Big Rivers within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Big Rivers encounter any Attachments without required permanent identification markers, Big Rivers shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Big Rivers reserves the right to charge Licensee for all costs and expenses incurred by Big Rivers to identify the untagged Attachments.
- g. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this rate schedule. Additionally, any newly proposed mid-span taps must receive prior approval under Section 2 – Establishing Attachments to Poles of this rate schedule.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
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27

Original _____

SHEET NO. _____

38.57

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template)

Agreement made this _____ day of _____, 20____, by and between _____, a company/corporation with its principal office in _____, hereinafter called Buyer, and _____, a company/corporation, with its principal office in _____, _____, authorized to do and doing business in _____, hereinafter called Seller.

For and in consideration of the sum of \$_____ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in _____ County, _____.

Quantity	Description	Location (address, latitude / longitude, etc.)

Additional locations listed on the attached form.

DATE OF ISSUE January 27, 2023
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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
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P.S.C. KY. No. _____

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SHEET NO. 38.58

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SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the poles described above in reliance upon its personal inspection and in an “as is” and “where is” condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the poles and (b) Seller has the right to sell the poles. Without limiting the generality of the foregoing, **SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE POLES.**
3. **BUYER UNDERSTANDS THAT THE SELLER’S POLES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH POLES, INCLUDING BUT NOT LIMITED TO, THE POLES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.**
4. As used herein, “Environmental Laws” shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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Linda C. Bridwell
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Original SHEET NO. 38.59

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.
6. If, for any reason, Buyer removes, modifies or disposes of the poles or any other facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or facilities owned by Seller or third parties. **BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE POLES OR OTHER FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.**
7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right of Seller and Seller expressly retains all such rights, licenses and interests.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 38.60

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix C – Bill of Sale (Template) – (continued)

Quantity	Description	Location (Address, Latitude / Longitude, etc.)

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE
12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. _____

27

Original _____

SHEET NO. 38.61

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

Additional Terms and Conditions: - (continued)

Appendix D – Performance Bonds

A performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

[N]

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.62

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix E – Fees and Charges

Licensee shall pay to Big River the fees and charges and shall comply with the terms and conditions specified in the rate schedule.

Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Big Rivers pursuant to this rate schedule within thirty (30) calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

Big Rivers will invoice Licensee in advance with respect to amounts owed annually for each of Licensee's Attachments, at the rates shown in the table below

Annual Pole Attachment Fees (Fees per Pole)	
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

Big Rivers may bill any Licensee for additional fees and charges described throughout this rate schedule.

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 38.63

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – PA – Pole Attachments – (continued)

[N]

Additional Terms and Conditions: - (continued)

Appendix F – Bill Format

INVOICE

BIG RIVERS ELECTRIC CORPORATION P. O. BOX 24 HENDERSON, KY 42419-0024
MONTH ENDING mm/dd/yy

POLE ATTACHMENT

INVOICE NO.

DESCRIPTION

DATE:

RE: Pole Attachment Agreement

Yearly rental charge as set forth in Big Rivers' Standard Rate Schedule PA – Pole Attachment as filed and approved by the Kentucky Public Service Commission. License granted: [Grant Date], Permit No. [Permit No.]

Applicable Fees & Charges:

	<u>Quantity</u>		<u>Rate</u>		<u>Total</u>
Two-party pole attachment without ground	0,000	x	\$3.14	=	\$ 00,000.00
Three-party pole attachment without ground	0,000	x	\$2.23	=	\$ 00,000.00
Two-party pole attachment with ground	0,000	x	\$3.37	=	\$ 00,000.00
Three-party pole attachment with ground	0,000	x	\$2.37	=	\$ 00,000.00
Two-party anchor attachment	0,000	x	\$5.56	=	\$ 00,000.00
Three-party anchor attachment	0,000	x	\$3.71	=	\$ 00,000.00
Other Fees and Charges:					
[Description]					\$ 00,000.00
[Description]					\$ 00,000.00
Total Amount Due					\$ 00,000.00

Terms: Net Thirty (30) Days

Direct any inquiries to:
Manager, Accounting
Phone: 270 –827–2561

DATE OF ISSUE January 27, 2023
DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

First Revised SHEET NO. 39

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 39

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QF - Qualified Cogeneration/Small Power Production Facility Tariff – Over 100 KW

[T]

Availability:

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW and less than or equal to 5 MW that have executed a contract with Big Rivers and the applicable Big Rivers Member Cooperative for service hereunder.

Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, Big Rivers is not obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over five (5) MW.

Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a qualifying cogeneration and/or small power production facility shall be established by contract.

Applicability:

A QF Member may sell to Big Rivers the output of its QF in excess of its own load requirements. That portion of the QF Member's load requirements not met by the QF 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.

This tariff replaces Big Rivers' QFP and QFS tariffs, and this tariff shall be applicable in place of the QFP or QFS tariffs when such tariffs are referenced in other tariffs or contracts.

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27

First Revised SHEET NO. _____ 41

CANCELLING P.S.C. KY. No. _____ 27

Original SHEET NO. _____ 41

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QF - Qualified Cogeneration/Small Power Production Facility Tariff – Over 100 KW – (continued)

[T]

Terms and Conditions: - (continued)

3. A QF Member shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems.
4. A QF Member shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
5. A QF Member shall obtain insurance in the following minimum amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00
6. For QFs to which this tariff is applicable, all power from the QF will be sold only to Big Rivers.
7. The QF Member shall enter into a contract with the Member Cooperative and Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:
 - o Have a contract term of either two years or five years;
 - o Specify whether the QF Member's generation is providing firm or non-firm capacity and energy;
 - o 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.
8. QF Members who are proposing to supply as-available (non-firm) electric power shall not be entitled to a capacity payment.
9. The QF Member providing firm electric power is responsible for the cost of all facilities on the QF Member's site to meet and maintain eligibility as a MISO capacity resource and the QF Member is subject to all non-performance costs levied by MISO or its successor, the Kentucky Public Service Commission, or other applicable entity related to nonperformance of the QF.
10. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054 Section 7(5)(a).

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gull

Donald Gull

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-06102, PSC 9 (1)



For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27

First Revised SHEET NO. _____ 42

CANCELLING P.S.C. KY. No. _____ 27

Original SHEET NO. _____ 42

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – QF - Qualified Cogeneration/Small Power Production Facility Tariff – Over 100 KW – (continued)

[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 and MISO RSG charges, may be charged to the Member Cooperative in addition to all other charges.

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 interconnection 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 February 16, 2024
DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle
Donald Gulle
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, in Case No. 2023-09102, PSC 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 43

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 43

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 44

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 44

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1) KAC 2023-09102 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 45

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 45

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 46

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 46

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 47

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 47

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1) KAP 2023-09102 SECTION 9 (1)



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 48

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 48

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1)



(Name of Utility)

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

27

First Revised _____

SHEET NO. _____

49

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

27

Original _____

SHEET NO. _____

49

RATES, TERMS AND CONDITIONS – SECTION 1

[Reserved for Future Use]

[T]
[D]

DATE OF ISSUE February 16, 2024

DATE EFFECTIVE December 15, 2023

ISSUED BY:

/s/ Donald Gulle

Donald Gulle

President and Chief Executive Officer

Big Rivers Electric Corporation

710 W. 2nd Street, Owensboro, KY 42301

KENTUCKY

PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

12/15/2023

Issued by Authority of an Order of the Commission dated December 15, 2023, in Case No. 2023-09102

2023, Unit 9 (1) KAC 2023-09102 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 50

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

26

Original

SHEET NO. 48

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.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

2/1/2014

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 51

CANCELLING P.S.C. KY. No. 26

Original

SHEET NO. 49

RATES, TERMS AND CONDITIONS – SECTION 1

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

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

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

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

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 52

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

26

Original

SHEET NO. 50

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider:

Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to an individual customer ("CS Customer") capable of curtailing at least 1,000 kW of load upon request.

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 May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 53

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

26

Original

SHEET NO. 51

RATES, TERMS AND CONDITIONS – SECTION 2

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.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 54

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

26

Original

SHEET NO. 52

RATES, TERMS AND CONDITIONS – SECTION 2

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.

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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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

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27

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26

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SHEET NO. 53

RATES, TERMS AND CONDITIONS – SECTION 2

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.
- (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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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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Cooperative's Transmission System
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27

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Original

SHEET NO. 54

RATES, TERMS AND CONDITIONS – SECTION 2

CSR - Voluntary Price Curtailable Service Rider – (continued)

Charges for Excess Energy:

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

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

Term:

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

Special Terms and Conditions:

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

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SHEET NO. 57

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

26

Original

SHEET NO. 55

RATES, TERMS AND CONDITIONS – SECTION 2

RRES - Renewable Resource Energy Service:

Applicability:

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

Availability:

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Big Rivers' Member purchasing wholesale power for delivery at any Rural Delivery Point or Large Industrial Customer Delivery Point on its system under Standard Rate Schedule RDS or Standard Rate Schedule LIC, 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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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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PUBLIC SERVICE COMMISSION**

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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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Cooperative's Transmission System
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27

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

26

Original

SHEET NO. 56

RATES, TERMS AND CONDITIONS – SECTION 2

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 or Standard Rate Schedule LIC. 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.

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 59

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

26

Original

SHEET NO. 57

RATES, TERMS AND CONDITIONS – SECTION 2

RA - Rebate Adjustment:

Applicability:

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

Availability:

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

Rebate Adjustment:

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 60

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 58

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge:

Applicability:

To all Big Rivers' Members.

Availability:

The Environmental Surcharge ("ES") is mandatory to Standard Rate Schedule RDS, Standard Rate Schedule LIC, and to the FAC and the Non-FAC PPA adjustment clauses, including service to the Smelters under the Smelter Agreements.

Rate:

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

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

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

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

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

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:

Please see Section 4 for definitions common to all tariffs.

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

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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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

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TARIFF BRANCH

Brent Kirtley

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2/1/2014

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 61

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

26

Original

SHEET NO. 59

RATES, TERMS AND CONDITIONS – SECTION 2

ES - Environmental Surcharge – (continued)

Definitions (continued):

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

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27

Original

SHEET NO. 62

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

26

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SHEET NO. 60

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

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

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
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**JEFF R. DEROUEN
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2/1/2014**

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Third Revised SHEET NO. 63

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 63

RATES, TERMS AND CONDITIONS – SECTION 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
- (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 with
- (i) The MISO billing line items recoverable through the FAC including the following charges types: Day Ahead Asset Energy, Real Time Asset Energy, Real Time Excessive Energy, and Real Time Non-Excessive Energy billed to Big Rivers; and less
- (d) The cost of fossil fuel, as denoted in (1)(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.

[T]

[T]

[D]

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/24/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Third Revised SHEET NO. 64

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 64

RATES, TERMS AND CONDITIONS – SECTION 2

FAC - Fuel Adjustment Clause – (continued)

Definitions (continued):

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 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. In making the calculations of fuel cost, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation until approval is obtained [T]
- (3) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of: [T]
- (i) generation, plus
 - (ii) purchases, plus
 - (iii) interchange in, less
 - (iv) energy associated with pumped storage operations, less
 - (v) inter-system sales referred to in subsection (1)(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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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
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**KENTUCKY
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Linda C. Bridwell
Executive Director

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3/24/2022

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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P.S.C. KY. No. 27

Third Revised SHEET NO. 65

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 65

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism

Applicability:

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

Availability:

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

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

For the period through the December 2020 service month:

[T]

Member Rate Stability Mechanism:

Big Rivers originally established an Economic Reserve of \$157 million pursuant to the Commission's Order dated March 6, 2009, in Case No. 2007-00455. Big Rivers shall deposit the transmission revenues it receives from Century-Hawesville into the Economic Reserve through December 31, 2020. The transmission revenues are allocated 79.2% to the Rural class and 20.8% to the Large Industrial class. The MRSM credit will draw from the applicable account(s) containing transmission revenues to provide a credit to each Member during a month.

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

6/25/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 66

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 66

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

For the period beginning with the January 2021 service month:

[N]

Member Rate Stability Mechanism:

Pursuant to the Commission's Order dated June 25, 2020, in Case No. 2020-00064, beginning with calendar year 2020, once Big Rivers completes its year-end financial statements after the end of a calendar year, Big Rivers shall record a member rate credit liability equal to 40% of Adjusted Net Margins in excess of a 1.30 Times Interest Earned Ratio ("TIER") for that calendar year ("TIER Credit").

Adjusted Net Margins shall equal Big Rivers' calendar year Net Margins, before the TIER Credit, and after excluding one-time charges related to the amortization of equity headroom.

The first \$700,000 of the TIER Credit each year will be allocated to the Rural class. Any TIER Credit over \$700,000 each year will be allocated to the Rural class and the Large Industrial class based on Member revenues during the calendar year, excluding revenue associated with sales under an economic development rate and sales to which Big Rivers' Fuel Adjustment Clause is inapplicable.

The TIER Credit will be credited to Members through the MRSM in equal amounts over the following twelve (12) consecutive months, subject to any adjustments for under- or over-recovery. The credit each month within the Large Industrial class shall be applied to each Member based on kWh sales excluding sales under an economic development rate and sales to which Big Rivers' Fuel Adjustment Clause is inapplicable.

DATE OF ISSUE July 15, 2020
DATE EFFECTIVE June 25, 2020

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated June 25, 2020, in Case No. 2020-00064*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

6/25/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Third Revised SHEET NO. 67

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 67

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Tariff Sheet CANCELLED

Reserved for Future Use

[T]



DATE OF ISSUE July 15, 2020
DATE EFFECTIVE June 25, 2020
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated June 25, 2020, in Case No. 2020-00064*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

6/25/2020

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Third Revised SHEET NO. 68

CANCELLING P.S.C. KY. No. 27

Second Revised SHEET NO. 68

RATES, TERMS AND CONDITIONS – SECTION 2

MRSM – Member Rate Stability Mechanism – (continued)

Tariff Sheet CANCELLED

Reserved for Future Use

[T]



DATE OF ISSUE July 15, 2020
DATE EFFECTIVE June 25, 2020
/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated June 25, 2020, in Case No. 2020-00064*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

6/25/2020

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. 27

Fifth Revised

SHEET NO. 69

CANCELLING P.S.C. KY. No. 27

Fourth Revised

SHEET NO. 69

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service

Applicability:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of Big Rivers' then existing Member Cooperatives for service to any large industrial customer of the Member Cooperative having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes, who requests Supplemental, Maintenance or Backup Power Service, and who has entered, or enters, into a special contract with a Member Cooperative for the provision of electric service (the "Standby Customer"). This schedule shall only apply to a Member Cooperative who has a standby service tariff under which it can pass through the charges under this schedule to a Standby Customer.

[T]
[T]

Term:

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

"Supplemental Power Service" – a service that provides transmission capacity to the Standby Customer as well as the energy and capacity requirements for use by the Standby Customer's facility in addition to the electric power that the Standby Customer ordinarily generates with its own on-site generation.

[T]
[T]

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

[N]
↓

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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. 27

Fourth Revised SHEET NO. 69.01

CANCELLING P.S.C. KY. No. 27

Third Revised SHEET NO. 69.01

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service – (continued)

Definitions (continued):

“Backup Power Service” – a service that provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during Unscheduled Outages to replace energy that would have ordinarily been generated by the Standby Customer's own on-site generation.

[T]

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

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

[N]

“Monthly Standby Reservation Rate” – the demand rate under Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff multiplied the Standby Customer's Generator Outage Rate.

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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. 27

Second Revised SHEET NO. 69.02

CANCELLING P.S.C. KY. No.

First Revised SHEET NO. 69.02

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service – (continued)

Definitions (continued):

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

[N]

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



Billing:

The provisions of the Standard Rate Schedule LIC – Large Industrial Customer tariff schedule and all applicable adjustment clauses and riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise.

[T]

[T]

Big Rivers shall bill each Member Cooperative in accordance with the billing and payment terms set forth in the Billing section of Big Rivers’ Standard Rate Schedule LIC – Large Industrial Customer tariff schedule, or the Standby Customer’s special contract with the Member Cooperative. Each month, each Member Cooperative shall be required to pay separately for each of its Standby Customers taking service under this schedule, in each case using that individual Standby Customer’s contract demand (if any) or metered demand, as applicable.

DATE OF ISSUE

DATE EFFECTIVE July 1, 2024

ISSUED BY: /s/ Donald L. Gulley
Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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. 27

Second Revised SHEET NO. 69.03

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 69.03

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service – (continued)

A. Monthly Standby Reservation Charge

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

B. Energy Charges

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

C. Supplemental Power Service

Requirements

1. The level of demand for Supplemental Power Service shall be the Standby Customer's maximum integrated metered thirty-minute non-coincident peak demand based on the metered power supplied by Big Rivers for the month less any Maintenance Power Service and/or Back-up Power Service that occurs during such thirty-minute period.

Billing

1. Demand Charges: All Supplemental Power demand shall be billed under the terms and charges of Big Rivers' Standard Rate Schedule LIC – Large Industrial Customer tariff schedule.

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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

[N]

[T]

[D]

[D]

[T]



(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Second Revised SHEET NO. 69.04

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 69.04

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service – (continued)

D. Maintenance Power Service

[N]

Requirements

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

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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. 27

Second Revised SHEET NO. 69.05

CANCELLING P.S.C. KY. No. 27

First Revised SHEET NO. 69.05

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service (continued)

D. Maintenance Power Service (continued):

[N]

5. In the event that the Standby Customer fails to meet the notice requirements in this paragraph for an outage, then the rates for Backup Power Service shall apply to the outage.
6. Big Rivers and the Standby Customer may mutually agree to waive any limitation in this Requirements section.

Billing

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

E. Backup Power Service

Requirements

1. The Standby Customer shall notify Big Rivers by telephone within one (1) hour of the beginning and end of any Unscheduled Outage. Within one week after the close of the billing month, the Standby Customer shall supply written notice to Big Rivers of the dates and times of any Unscheduled Outage in the prior month.

[T]

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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. 27

Original SHEET NO. 69.06

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

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service – (continued)

E. Backup Power Service (continued):

Billing

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

[T]



Terms and Conditions:

1. The Standby Customer shall be subject to all adders, riders, terms and conditions, and other provisions of any applicable schedule of the Member Cooperative's tariff under which the Standby Customer takes service.
2. Standby Customer shall be required to adhere to Big Rivers' requirements and procedures for interconnection.
3. Prior to the first day of each month, the Standby Customer shall provide a good faith schedule of its generation for that month. The Standby Customer shall make good faith efforts to update that schedule for changes during the month. The Standby Customer shall not be penalized for inaccuracies in its schedules or updates.
4. The Standby Customer shall be required to allow Big Rivers to meter Standby Customer's generation, and to provide access for Big Rivers to install, operate and maintain the metering equipment, which shall remain the property of Big Rivers.
5. The Standby Customer shall be required to pay the cost of any new or additional facilities necessary for Big Rivers to provide service under the provisions of this schedule.

[D]

[N]



[T]

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 69.07

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

(Name of Utility)

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 2

LICSS – Large Industrial Customer Standby Service – (continued)

Terms and Conditions (continued):

6. The Member Cooperative may enter into special agreements with Big Rivers and Standby Customers, jointly, that may deviate from the provisions of this schedule. Such agreements shall address those significant characteristics of service and cost that would influence the need for such an agreement. [T]
↓
7. The Standby Customer shall take reasonable measures not to transmit energy to Big Rivers or to the Member Cooperative. Neither Big Rivers nor the Member Cooperative shall pay for any energy transmitted by the Standby Customer. [D]
↓
8. The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Big Rivers' and the Member Cooperative's generally applicable rules, terms, and conditions currently in effect, as filed with the Kentucky Public Service Commission.
9. Standby Customer shall provide reasonable protection for Big Rivers' and the Member Cooperative's systems against any adverse impact of the Standby Customer's generation. [T]
10. Standby Customer shall design, construct, install, own, operate, and maintain its generation equipment in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
11. Standby Customer shall maintain insurance in the following minimum amounts for each occurrence: [T]
 - a. Public Liability for Bodily Injury - \$1,000,000.00
 - b. Property Damage - \$500,000.00 [D]
12. The Standby Customer shall pay for all interconnection costs required because of the Standby Customer's generator(s).
13. During system emergencies, Big Rivers may discontinue sales to the Standby Customer provided that any such discontinuation is implemented in accordance with the Special Rules Terms and Conditions of this tariff and applicable law. [T]
[T]

DATE OF ISSUE March 13, 2025

DATE EFFECTIVE March 1, 2025

ISSUED BY: /s/ Donald L. Gulley

Donald L. Gulley
President and Chief Executive Officer
Big Rivers Electric Corporation
710 W. 2nd Street, Owensboro, KY 42301
*Issued by Authority of an Order of the Commission,
dated February 24, 2025, in Case No. 2023-00312*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

3/1/2025

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 70

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

26

Original

SHEET NO. 66

RATES, TERMS AND CONDITIONS – SECTION 2

US -Unwind Surcredit:

Applicability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for all service under the Standard Rate Schedule RDS and 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 and Standard Rate Schedule LIC. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

Definitions:

Please see Section 4 for definitions common to all tariffs.

Determination of the Unwind Surcredit:

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

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

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.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 71

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

26

Original

SHEET NO. 67

RATES, TERMS AND CONDITIONS – SECTION 2

US-Unwind Surcredit – (continued)

Determination of the Unwind Surcredit (continued):

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

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

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales ("NSS") shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' Standard Rate Schedule RDS and 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 Smelter Agreements are exhausted.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 72

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

26

Original

SHEET NO. 68

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider:

Applicability:

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

Availability:

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

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

“Large Industrial Customers” are retail customers of Members served under Standard Rate Schedule LIC. [T]
[T]

RER Adjustment:

Big Rivers has established a Rural Economic Reserve (“RER”) regulatory liability account of \$60,855,790.94 (“RER Fund”) which was originally used to credit the bills rendered to the Rural Customers pursuant to the Commission’s Order, dated March 6, 2009, in Case No. 2007-00455. The RER was originally established as a stand-alone investment account, accruing interest, and was invested in interest-bearing U.S. Treasury notes. [T]
[T]
[T]

Pursuant to the Commission’s Order, dated April 25, 2014, in Case No. 2013-00199, \$46.89 million of the RER Fund shall be used for the benefit of the Member’s Rural Residential, School, Church, and Farm customers. The remaining balance of the RER shall be used for the benefit of the remaining Rural Customers and the Large Industrial Customers. [T]
↓

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
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27

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26

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SHEET NO. 68

RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

[T]

RER Adjustment (continued):

The RER is established as two stand-alone investment accounts, each accruing interest and each invested in interest-bearing U.S. Treasury notes. The two accounts will be separately applied to the “customer subsets” described above. The first account is the Rural Economic Reserve-Residential account, established in the initial amount of \$46.89 million, and the second account is the Rural Economic Reserve-Business account.

Because the monthly usage of the Rural Residential, School, Church, and Farm customers will not be known at the time Big Rivers renders its Members’ monthly bills, Big Rivers shall estimate the amount of the RER credit and true-up that estimate in subsequent bills.

The RER Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC, the ES, and the base rate increase awarded by the Commission in Case No. 2013-00199 on each Member’s bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the EMA defined in the MRSM, plus the base rate increase awarded by the Commission in Case No. 2013-00199. The amount of the RER Rider credit provided to each Member system during the month for each customer subset will equal:

[T]

[T]

[T]

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/s/ Billie J. Richert

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Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 74

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RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

RER Adjustment (continued):

- (i) the total amount of FAC charges associated with the RDS or LIC billing to the Member during the month, plus [T]
- (ii) the total dollar amount of the ES associated with the RDS or LIC billing to the Member during the month, less [T]
- (iii) the total dollar amount of the Unwind Surcredits associated with the RDS or LIC credited to the member during the month, less [T]
- (iv) one-twelfth (1/12) of any rebates associated with the Standard Rate Schedule RDS or Standard Rate Schedule LIC provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less [T]
- (v) the total dollar amount of the Expense Mitigation Adjustment (“EMA”) associated with the RDS or LIC charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly RER Rider adjustment would be zero, plus [T]
- (vi) the Member's share of the total dollar amount of the base rate increase associated with the RDS or LIC awarded by the Commission in Case No. 2013-00199, plus [T]
- (vii) the true-up amount from billing from the previous months (where the true-up amount shall equal the difference between the estimated amount of the RER credit and the actual amount of the RER credit for the Member for the same time period, by customer subset), less [T]
- (viii) any MRSRM credit for the month for the applicable customer subset. [T]

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

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P.S.C. KY. No. _____

27

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26

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RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

RER Adjustment (continued):

During the last month of the RER Rider for each customer subset, the amount remaining in the applicable Rural Economic Reserve Fund account will be prorated to each Member on the basis of the total FAC and ES charges applicable to Rural or Large Industrial sales less credits under the Unwind Surcredit, less monthly prorated amounts under the Rebate Adjustment, and less the EMA as applicable, plus the prorated base rate increase awarded by the Commission in Case No. 2012-00199, for the RER-Residential or RER-Business customer subsets, respectively.

[T]



[T]

[T]

Expense Mitigation Adjustment (“EMA”):

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

[T]

[T]

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.

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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 and Standard Rate Schedule LIC.

Definitions:

Please see Section 4 for definitions common to all tariffs.

Description:

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

$$\text{NSNFP Factor} = \text{RA}_1 / \text{kWh}_1$$

Where

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

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

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27

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26

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RATES, TERMS AND CONDITIONS – SECTION 2

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

Description (continued):

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

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

Special Conditions:

(1) First Twelve Months

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

(2) Second Twelve Months

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

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

Where

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

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

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27

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SHEET NO. 78

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26

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SHEET NO. 73

RATES, TERMS AND CONDITIONS – SECTION 2

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

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

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

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 (PP(x)) is determined as outlined below.

Definitions:

Please see Section 4 for definitions common to all tariffs.

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

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27

Original

SHEET NO. 79

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

26

Original

SHEET NO. 74

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.

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 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 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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27

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SHEET NO. 80

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

26

Original

SHEET NO. 75

RATES, TERMS AND CONDITIONS – SECTION 2

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

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

DATE OF ISSUE May 15, 2014
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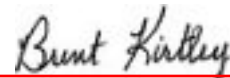
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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27

Original

SHEET NO. 81

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

26

Original

SHEET NO. 76

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions

Contract Demand:

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

Metering:

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

Electric Characteristics and Delivery Point(s):

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

Substations:

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

Rate:

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

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



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27

Original

SHEET NO. 82

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

26

Original

SHEET NO. 77

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

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 Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

Meter Testing and Billing Adjustment:

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

Monitoring Uses:

Seller shall review Member's usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the Member Cooperatives have SCADA systems which provide values of usage and, at times, are used for comparison whenever there appears to be a metering deviation.

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P.S.C. KY. No. _____

27

Original

SHEET NO. 83

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

26

Original

SHEET NO. 78

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:

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

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

Right of Access:

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

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27

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84

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

26

Original

SHEET NO.

79

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Continuity of Service:

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

Payment of Bills:

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

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Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 85

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

26

Original

SHEET NO. 80

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program:

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

a. Purpose:

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

b. Procedures:

(1) Awareness:

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

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 86

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

26

Original

SHEET NO. 81

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of the SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to the Member Cooperatives and any other wholesale customers in a manner consistent with the MISO's OATT curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. When the faulted line section has been isolated, the transmission department is notified of the faulted line section and performs the required line repairs and releases the line to the system supervisor for re-energization.

(3) Widespread Emergency:

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

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.

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 87

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 82

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

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:

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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

27

Original

SHEET NO. 88

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

26

Original

SHEET NO. 83

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program:

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

a. Purpose:

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

b. Procedures:

(1) Awareness:

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

(2) Sequential Steps of Action:

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

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Cooperative's Transmission System
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27

Original

SHEET NO. 89

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

26

Original

SHEET NO. 84

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program: (continued)

- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup or reserve generation (if any) will be initiated only to serve firm load requirements.
- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' consumers to reduce power usage on a voluntary basis, make direct calls to large industrial consumers, and implement procedures of the Seller's Voluntary Price Curtailable Service Rider.
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations.
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member Cooperative and the anticipated length of curtailment. The Member Cooperatives will reduce load in accordance with their curtailment plans. Their curtailment plans will be developed considering the critical customers' loads on their systems.

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 90

CANCELLING P.S.C. KY. No. 26

Original

SHEET NO. 85

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program:

a. Purpose:

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

b. Procedures:

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

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

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

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

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

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
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**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

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



Your Touchstone Energy® Cooperative

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27

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SHEET NO. 91

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

26

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SHEET NO. 86

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
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Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
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2/1/2014**

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



Your Touchstone Energy® Cooperative

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27

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26

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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2/1/2014**

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



Your Touchstone Energy® Cooperative

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Cooperative's Transmission System
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27

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SHEET NO. 93

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

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Original

SHEET NO. 88

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

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

c. Termination of Fuel Emergency:

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

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 94

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 89

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. "Business Customer Subset" shall include
(i) the retail customers of the Members served under Standard Rate Schedule LIC, and
(ii) Rural Customers other than the Members' Rural Residential, School, Church, and Farm customers. [T]
3. "Century-Hawesville" shall mean the aluminum reduction facility of Century Aluminum of Kentucky General Partnership located in Hawesville, Kentucky. [T]
4. "Commission" shall mean the Kentucky Public Service Commission. [T]
5. "CPT" shall mean the prevailing time in the Central Time Zone of the United States. [T]
6. "DSM" shall mean Demand-Side Management. [T]
7. "FERC" shall mean the Federal Energy Regulatory Commission. [T]
8. "Kenergy" shall mean Kenergy Corp. [T]
9. "Member" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
10. "Member Cooperative" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
11. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation. [T]

DATE OF ISSUE May 15, 2014
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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



Your Touchstone Energy® Cooperative

(Name of Utility)

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Cooperative's Transmission System
P.S.C. KY. No. _____

27

Original

SHEET NO. 95

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

26

Original

SHEET NO. 89

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

12. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation. [T]
13. "MRSM Adjustment," as used in the RDS and LIC Bill Formats, shall mean the portion of the MRSM credit taken from the Economic Reserve account containing the original Economic Reserve fund and used to mitigate FAC and ES billings to the Rural and Large Industrial classes. [T]
14. "MRSM – Base Rate Credit," as used in the RDS and LIC bill formats, shall mean the portion of the MRSM credit taken from the Economic Reserve account containing the original Economic Reserve fund and used to offset the base rate increase to the Rural and Large Industrial classes awarded by the Commission in Case No. 2013-00199.
15. "MRSM – Transmission Rural Adjustment," as used in the RDS bill format, shall mean the portion of the MRSM credit taken from the Economic Reserve account containing transmission revenues from Century-Hawesville allocated to the Rural class and used to mitigate FAC and ES billings to the Rural class.
16. "MRSM – Transmission Rural Base Rate Credit," as used in the RDS bill format, shall mean the portion of the MRSM credit taken from the Economic Reserve account containing transmission revenues from Century-Hawesville allocated to the Rural class and used to offset the base rate increase to the Rural class awarded by the Commission in Case No. 2013-00199.
17. "MRSM – Transmission Large Industrial Adjustment," as used in the LIC bill format, shall mean the portion of the MRSM credit taken from the Economic Reserve account containing transmission revenues from Century-Hawesville allocated to the Large Industrial class and used to mitigate FAC and ES billings to the Large Industrial class.
18. "MRSM – Transmission Large Industrial Base Rate Credit," as used in the LIC bill format, shall mean the portion of the MRSM credit taken from the Economic Reserve account containing transmission revenues from Century-Hawesville allocated to the Large Industrial class and used to offset the base rate increase to the Large Industrial class awarded by the Commission in Case No. 2013-00199.

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/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

**EFFECTIVE
2/1/2014**

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 96

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 96

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

19. "MISO" shall mean the Midcontinent Independent System Operator, Inc., or any successor entity.
20. "NESC" shall mean the National Electrical Safety Code, most current edition thereof. [T]
21. "NEC" shall mean the National Electrical Code, most current edition thereof. [T]
22. "OATT" shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as revised from time to time. [T]
23. "OSHA" shall mean the Occupational Safety and Health Administration. [T]
24. "OSH Act" shall mean the Occupational Safety and Health Act as amended and updated. [T]
25. "RER – Residential Adjustment," as used in the RDS bill format, shall mean the portion of the RER credit taken from the Rural Economic Reserve-Residential account and used to mitigate FAC and ES billings to the Residential Customer Subset. [T]
26. "RER – Residential Base Rate Credit," as used in the RDS bill format, shall mean the portion of the RER credit taken from the Rural Economic Reserve-Residential account and used to offset the base rate increase to the Residential Customer Subset awarded by the Commission in Case No. 2013-00199. [T]
27. "RER – Business Adjustment," as used in the RDS and LIC bill formats, shall mean the portion of the RER credit taken from the Rural Economic Reserve-Business account and used to mitigate FAC and ES billing to the Business Customer Subset. [T]

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

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12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

First Revised SHEET NO. 97

CANCELLING P.S.C. KY. No. 27

Original SHEET NO. 97

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

28. "RER – Business Base Rate Credit," as used in the RDS and LIC bill formats, shall mean the portion of the RER credit taken from the Rural Economic Reserve-Business account and used to offset the base rate increase to the Business Customer Subset awarded by the Commission in Case No. 2013-00199 [T]
29. "Residential Customer Subset" shall mean the Members' Rural Residential, School, Church, and Farm customers. [T]
30. "RUS" shall mean the Rural Utilities Service of the United States Department of Agriculture. [T]
31. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]
32. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of Energy or any successor agency. [T]
33. "Seller" shall mean Big Rivers Electric Corporation. [T]
34. "Smelter" is the aluminum reduction facility of Century Aluminum Sebree LLC or Century Aluminum of Kentucky General Partnership. [T]
35. "Smelter Agreement" is any one of the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter. [T]
36. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter. [T]
37. "Smelters" are the aluminum reduction facilities of Century Aluminum Sebree LLC and Century Aluminum of Kentucky General Partnership, as further described under the Smelter Agreements. [T]

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/s/ Robert W. Berry

ISSUED BY: Robert W. Berry
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
Dated December 28, 2022, in Case No. 2022-00106*

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

EFFECTIVE

12/28/2022

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



For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original

SHEET NO. 98

CANCELLING P.S.C. KY. No.

SHEET NO.

RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

38. "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.

DATE OF ISSUE January 27, 2023

DATE EFFECTIVE December 28, 2022

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink that reads "Linda C. Bridwell".

EFFECTIVE

12/28/2022

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