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February 13, 2014

## Via FedEx Overnight Delivery

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

RECEIVED
FEB 14 2014
PUBLIC SERVICE
COMMISSION

In the Matter of:

Joint Application of Kenergy Corp. and Big Rivers Electric Corporation for Approval of Contracts and for a Declaratory Order – Case No. 2013-00221

Dear Mr. Derouen:

Big Rivers Electric Corporation ("Big Rivers") hereby files an original and five (5) copies of its quarterly update in response to Ordering Paragraph No. 5 of the Commission's Order, dated August 14, 2013, in the aforementioned docket.

Please confirm the Commission's receipt of this information by having the Commission's date stamp placed on the enclosed additional copy and returning to Big Rivers in the self-addressed, postage paid envelop provided.

I certify that on this date, a copy of this letter and a copy of the quarterly update were sent to each of the persons on the attached service list by first-class U.S. postage.

Should you have any questions about this matter, please contact me.

Sincerely yours,

Bellie J. Richert

C: DeAnna M. Speed

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### Service List PSC Case No. 2013-00221

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## **BIG RIVERS ELECTRIC CORPORATION**

# JOINT APPLICATION OF KENERGY CORP. AND BIG RIVERS ELECTRIC CORPORATION FOR APPROVAL OF CONTRACTS AND FOR A DECLARATORY ORDER CASE NO. 2013-00221

# Response to Commission Order dated August 14, 2013 Ordering Paragraph 5

# February 14, 2014

1	Ordering Paragraph 5) Big Rivers and Kenergy shall individually file
2	within 45 days of the end of each calendar quarter a report detailing the
3	revenues and expenses incurred by each in connection with each
4	component of the Century Transaction Agreements.
5	
6	Response) Attached hereto is Big Rivers report for the calendar quarter ending
7	December 31, 2013.
8	
9	
10	Respondent) Billie J. Richert
11	

# Big Rivers Electric Corporation Case No. 2013-00221

# Century Transaction Agreements Revenue and Expense Detail

# (Big Rivers Invoiced to Kenergy) <sup>1</sup> For the Quarter Ended December 31, 2013

ELECTRIC SERVICE AGREEMENT/ARRANGEMENT AND PROCUREMENT AGREEMENT Applicable Section of Agreement			
			Amount
4.2	Applicable RTO Charges		
	4.2.1/4.2.3/4.2.5 MISO settlement Statement Activity		
	BR_CENTAO Settlement Statements	\$	38,356,260.91
	BREC A0 Settlements Statements Activity attributable to BREC.CENTURY		
	ZRC attributable to BREC.CENTURY	\$	48,472.58
	FTR/ARR attributes to BREC.CENTURY	\$	(388,928.95)
•	4.2.2 Transmission Services (AREF#NL1314)	\$	2,469,632.64
	4.2.4 Transmission Upgrades (Sch 26A)	\$	181,967.19
4.3	Bilateral Activity		
4.4	Excess Reactive Demand	S	•
4.5	Retail Fee (ESA only)		
ARRANGI	MENT AND PROCUREMENT AGREEMENT	3	
Applicable	Section of Agreement		
4.5	Other Amounts: FOR ANY BILLING MONTH		
	4.5.1 Costs arising from any tax liability of Big Rivers Resulting from Surplus Sales		
	4.5.2 Costs arising under Section 10.2 relating to compliance with Applicable Laws relating to the environment.		
	4.5.3 Costs arising under Section 10.3 relating to compliance with Hedging Arrangements.		
	4.5.4 Costs arising from a requirement to pay invoices from the applicable RTO or ISO on a frequency greater than		
	the periodicity set forth in Section 5.1		
	4.5.5 Costs arising under Section 3.1.3 relating to the appointment of a new Market Participant.		
	4.5.6 Charges for any other services required to be purchased by Big Rivers to provide the services hereunder to		
	Kenergy for the benefit of Century, including any energy advisory services for scheduling, awards and		
	settlements (including such services provided by ACES (formerly ACES Power Marketing)).		
	4.5.7 Costs associated with the Hawesville Node exiting an RTO or ISO in connection with an election made by		
	Big Rivers or Century pursuant to Section 3.5.2		
	4.5.8 The Excess Energy Rate multiplied by the amount of Energy in excess of 492MW in any Hour.	\$	615.89
	4.516 The Excess Bhergy rate intulaphed by the amount of Bhergy in excess of 472111 in any from:		
	4.5.9 The cost of one-quarter (0.25) full-time-equivalent employee of Big Rivers, to assist in the administration	S	11,729.91

### Big Rivers Electric Corporation Case No. 2013-00221

### Century Transaction Agreements Revenue and Expense Detail

# (Big Rivers Invoiced to Kenergy) <sup>1</sup> For the Quarter Ended December 31, 2013

security necessary to be provided to any Person (including the RTO or ISO of which the Market Participant is a member or a Bilateral Counterparty) arising out of the Transaction, and (c) the costs to pursue any approval or consent under Section 7.2.2; provided, the Costs referenced on Exhibit A shall be allocated as provided therein. Provided, further, that Big Rivers shall not voluntarily enter into any contractual commitment for Costs referred to in the Section for any period in excess of (1) year without the consent of Century.

Taxes. No state or local sales, excise, gross receipts or other taxes are included in the charges and credits set forth in this Article 4. Kenergy shall pay or cause to be paid any such taxes that are now or hereafter become applicable to the sale of Electric Services to Kenergy under this Agreement.

No Duplication. Subject to the provisions of Section 5.4, the Monthly Charge shall not include any item that would result in a duplicative payment for a particular charge if Big Rivers would not be liable for the

### DIRECT AGREEMENT

4.6

4.7

#### Applicable Section of Agreement

4.1 Direct Payment Obligations

4.1(a) SSR Cost if SSR Agreement not FERC approved, and hence not on MISO Settlement Statements

4.1(a)(i) BREC.CENTURY RT MISC charge for SSR Cost from BR\_CENTAO Settlement Statements

4.1(a)(i) BREC.BREC RT MISC charge for SSR Cost from BR CENTAO Settlement Statements

4.1(a)(i) SSR Costs unreimbursed by MISO (i.e. RT unit trip/derate)

4.1(a)(i) SSR Costs unreimbursed by MISO (i.e. actual > SSR contract/budget amounts)

4.1(a)(ii)(1) Credit for BREC Transmission Revenue attributable to AREF #NL1314

4.1(a)(ii)(2) need logic to limit credit per this contract section

duplicative amount.

4.1(a)(iv) Credit for SSR costs later recovered due to delayed FERC approval

#### Total Quarter Ended December 31, 2013

\$ 44,844,726.66

\$ (1,332,383,92)

5.377.095.21

Note(s): 1.- Applicable amounts include charges to Kenergy from Big Rivers which are ultimately passed on to Century Aluminum by Kenergy and exclude any direct charges to Century Aluminum from Kenergy.