#### SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC

ATTORNEYS AT LAW

Ronald M. Sullivan

Jesse T. Mountjoy

Frank Stainback

James M. Miller Michael A. Fiorella

R. Michael Sullivan

Bryan R. Reynolds\*

Tyson A. Kamuf Mark W. Starnes

C. Ellsworth Mountjoy

John S. Wathen

\*Also Licensed in Indiana

February 12, 2015

rebruary 12, 2018

Via Federal Express

7 44 7 7

Jeff DeRouen
Executive Director

Public Service Commission

211 Sower Boulevard, P.O. Box 615

Frankfort, Kentucky 40602-0615

RECEIVED

FEB 1 3 2015

PUBLIC SERVICE COMMISSION

Re: Joint Application of Kenergy Corp. and Big Rivers Electric Corporation for Approval of Contracts and for a Declaratory Order – Case No. 2013-00413

Dear Mr. DeRouen:

Enclosed on behalf of Big Rivers Electric Corporation ("Big Rivers") are an original and five (5) copies of Big Rivers' quarterly update in compliance with ordering paragraph number 5 of the order of the Public Service Commission ("Commission"), dated January 30, 2014, in the above-referenced 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 it to Big Rivers in the self-addressed, postage paid envelope provided.

I certify that on this date, copies of this letter and enclosures were sent to each of the persons on the attached service list by first-class U.S. mail, postage pre-paid.

Please feel free to contact me with any questions about this filing.

Sincerely yours,

James M. Miller

Telephone (270) 926-4000 Telecopier (270) 683-6694

JMM/lm Enclosures

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

cc: DeAnna Speed

James m. millen

www.westkylaw.com

#### Service List PSC Case No. 2013-00413

Jennifer B. Hans Dennis G. Howard, II Lawrence W. Cook Assistant Attorneys General 1024 Capital Center Dr. Suite 200 Frankfort, KY 40601-8204

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

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

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

Robert A. Weishaar, Jr. McNees Wallace & Nurick LLC 777 N. Capitol St., NE Suite 401 Washington, DC 20002-4292

Michael Early Century Aluminum One South Wacker Drive Suite 1000 Chicago, IL 60606

Melissa D. Yates Denton & Keuler, LLP 555 Jefferson Street Suite 301 Paducah, KY 42001

Thomas C. Brite, Esq. Brite & Hopkins, PLLC 83 Ballpark Road Hardinsburg, KY 40143

#### 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. 2013-00413

# Response to Commission Order dated January 30, 2014 Ordering Paragraph 5

#### February 13, 2015

1	Ordering Paragraph 5) Big Rivers and Kenergy shall individually file
2	within 45 days of the end of each calendar quarter, with copies served to
3	the parties to this case, a report detailing the revenues and expenses
4	incurred by each in connection with each component of the Century Sebree
5	Transaction Agreements, including the energy usage consumed by Century
6	Sebree expressed in either MWh or kWh.
7	
8	Response) Attached hereto is Big Rivers' report for the calendar quarter ending
9	December 31, 2014.
10	
11	
12	Respondent) Lindsay N. Barron
13	

### Big Rivers Electric Corporation Case No. 2013-00413

# Century Sebree Transaction Agreements Revenue and Expense Detail

# (Big Rivers Invoiced to Kenergy) <sup>1</sup> For the Quarter Ended December 31, 2014

ELECTRIC SERVICE AGREEMENT/ARRANGEMENT AND PROCUREMENT AGREEMENT			
Applicable Section of Agreement			
4.2	Applicable RTO Charges		
	4.2.1/4.2.3/4.2.5 MISO settlement Statement Activity		
	BR_SEBRAO Settlement Statements	\$	27,400,322.43
	BREC A0 Settlements Statements Activity attributable to BREC.SEBREE		
	ZRC attributable to BREC.SEBREE	\$	617,626.10
	FTR/ARR attributes to BREC.SEBREE	\$	(747,029.19)
	4.2.2 Transmission Services (AREF#NL1442)	\$	2,108,935.52
	4.2.4 Transmission Upgrades (Sch 26A)	\$	307,347.06
4.3	Bilateral Activity		
4.4	Excess Reactive Demand	\$	7,601.20
ARRANGE	MENT AND PROCUREMENT AGREEMENT		
	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 Sebree 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 395 MW in any Hour.		
	4.5.9 Other out-of-pocket Costs payable to Big Rivers to another Person that are incurred or committed to by	\$	144,090.06
	Big Rivers in connection with or arising out of the Transaction, including (a) Indemnified Liabilities, (b) any		
	security necessary to be provided to any Person (including the RTO or ISO of which Big Rivers 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, that Costs referenced on Exhibit A shall be allocated as		
	approval or consent under Section 1.2.2; provided, that Costs referenced on Exhibit A shall be allocated as provided therein; provided, further, that Big Rivers shall not voluntarily enter into any contractual commitment		

#### **Big Rivers Electric Corporation** Case No. 2013-00413

# Century Sebree Transaction Agreements Revenue and Expense Detail (Big Rivers Invoiced to Kenergy) 1

# For the Quarter Ended December 31, 2014

Taxes. No state or local sales, excise, gross receipts or other taxes are included in the charges and credits

4.6

4.7	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 resale of Electric Services to Kenergy under this Agreement for delivery to Century under the Electric Service 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 duplicative amount.		
DIRECT AG	REEMENT	100	
Applicable S	ection of Agreement		
4.1	Direct Payment Obligations		
	Century shall reimburse Big Rivers for:		
	<ul><li>4.1(d)(i) all other third-party, out of pocket Costs of Big Rivers</li><li>4.1(d)(ii) the Cost of purchasing ZRCs from any Person for MISO Planning Year 2013/2014 that are required by MISO</li></ul>	\$	
	for the Load, after accounting for ZRCs necessary to satisfy Big Rivers' capacity obligations that will result	Ф	-
	from idling Wilson Generation Station on February 1, 2014 an covering the period therefrom to and including		
	May 31, 2014		
	4.1(d)(iii) the Cost, including allocated internal overhead costs, of		
	(A) 1.25 full-time-equivalent employees of Big Rivers with respect to the period in which Big Rivers is the Market Participant, or	\$	58,649.52
	(B) 0.5 full-time-equivalent employee of Big Rivers with respect to the period in which Big Rivers is not the Market Participant		
	Total Quarter Ended December 31, 2014	\$	29,897,542.70
	Total kWh Consumption Quarter Ended December 31, 2014		840,590,763

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.