

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Midcontinent Independent System Operator, Inc.)	Docket No. ER14-292-000
)	Docket No. ER14-294-000
)	(not consolidated)

**MOTION FOR LEAVE TO ANSWER AND
ANSWER OF BIG RIVERS ELECTRIC CORPORATION**

Pursuant to Rules 212 and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or the “Commission”),¹ Big Rivers Electric Corporation (“Big Rivers”) hereby submits this Motion for Leave to Answer and Answer in the above-referenced proceedings, which have not been consolidated by the Commission. As discussed below, Big Rivers supports the proposed system support resource (“SSR”) agreement and associated cost allocation schedule filed by the Midcontinent Independent System Operator, Inc. (“MISO”) in the above-referenced proceedings,² and requests that the Commission dismiss the protests filed by Century Aluminum of Kentucky General Partnership (“Century”) and the Public Interest Organizations (“PIOs”).³

I. MOTION FOR LEAVE TO ANSWER

Pursuant to Rule 212, Big Rivers respectfully requests leave to file this answer to the protests filed by Century and the PIOs in the above-referenced proceedings. Big Rivers is the owner of the Coleman Station Unit Nos. 1-3 (“Coleman”), which MISO proposes to require to continue to operate in order to reliably serve Century’s load at its aluminum smelter in Hawesville, Kentucky (“Hawesville Smelter”). While the Commission generally does not permit

¹ 18 C.F.R. §§ 385.212, 385.213 (2013).

² Midcontinent Indep. Sys. Operator Inc., System Support Resources Agreement with Big Rivers Electric Cooperative, Docket No. ER14-292-000 (filed Nov. 1, 2013) (“SSR Filing”).

³ Century Aluminum of KY Gen. P’ship, Protest (filed Nov. 22, 2013) (“Century Protest”); Pub. Interest Orgs., Motion to Intervene and Protest (filed Nov. 22, 2013) (“PIOs Protest”).

the filing of an answer to comments or a protest, the Commission allows such answers when they provide useful and relevant information that assists the Commission in its decision-making process,⁴ corrects factual inaccuracies and clarifies the issues,⁵ assures a complete record in the proceeding,⁶ provides information helpful to the disposition of an issue,⁷ or permits the issues to be narrowed.⁸ The Commission should accept Big Rivers' answer because it satisfies the above criteria.

II. BACKGROUND

Coleman is a coal-fired steam electric generation facility located near Hawesville, Kentucky. It consists of three generating units with a combined capacity of 443 MW. Until August 20, 2013, the capacity of Coleman was used to provide power to Century through Big Rivers' member distribution cooperative, Kenergy Corporation ("Kenergy"). Earlier this year, Century determined that its negotiated rate for energy and ancillary services from Big Rivers was higher than what it would pay for the same services in the MISO market. Accordingly, Big Rivers worked with Century to negotiate a series of agreements, which have been filed with and accepted by the Kentucky Public Service Commission ("KPSC"), whereby Big Rivers, while it acts as a MISO market participant on behalf of Century, has agreed to procure from the MISO

⁴ See, e.g. *Pioneer Transmission, LLC v. N. Ind. Pub. Serv. Co. and Midwest Indep. Transmission Sys. Operator, Inc.*, 140 FERC ¶ 61,057, at P 93 (2012); *Midwest Indep. Transmission Sys. Operator, Inc.*, 131 FERC ¶ 61,285 (2010); *Sw. Power Pool, Inc.*, 131 FERC ¶ 61,252, at P 19 (2010), *reh'g denied*, 137 FERC ¶ 61,075 (2011); *Duke Energy Ky., Inc.*, 122 FERC ¶ 61,182 at P 25 (2008) (accepting answers that provided useful information that assisted the Commission in its decision-making process).

⁵ See, e.g., *Entergy Servs. Inc.*, 123 FERC ¶ 61,227 (2009).

⁶ See, e.g., *Pac. Interstate Transmission Co.*, 85 FERC ¶ 61,378, at 62,443 (1998), *reh'g denied*, 89 FERC ¶ 61,246 (1999); *Morgan Stanley Capital Group, Inc. v. NY Indep. Sys. Operator, Inc.*, 93 FERC ¶ 61,017, at P 61,036 (2000) (accepting an answer that was "helpful in the development of the record...").

⁷ See, e.g., *CNG Transmission Corp.*, 89 FERC ¶ 61,100, at 61,287 & n. 11 (1999).

⁸ See, e.g., *PJM Interconnection, L.L.C.*, 84 FERC 61,224, at 62,078 (1998); *New England Ventures, Inc. v. So. Cal. Edison Co.*, 82 FERC 61,335, at 62,323 & n. 1(1998).

markets energy and ancillary services to serve Century's load at the Hawesville Smelter through Kenergy.

Due to the loss of Century as a large industrial customer of Kenergy, Big Rivers determined that it was no longer economic to continue operating Coleman. Big Rivers therefore submitted to MISO an Attachment Y notice of suspension of Coleman, effective September 1, 2013 until January 1, 2016, when Big Rivers expects that it either (i) one or more industrial loads will be added or Big Rivers will enter into bilateral contracts, that collectively will require Big Rivers to operate Coleman, or (ii) wholesale market prices will have improved enough to make it economically feasible to resume operation of Coleman. In response to Big Rivers' Attachment Y notice, MISO determined that the continued operation of Coleman was required to maintain the reliability of the MISO transmission system. Specifically, Big Rivers and MISO negotiated the Coleman SSR agreement to reliably serve Century's load at the Hawesville Smelter until alternative arrangements can be implemented.

III. ANSWER

The Coleman SSR agreement represents the culmination of several months of negotiations between Big Rivers, MISO, and Century. Big Rivers has cooperated with Century throughout this process by, among other things, providing Century with detailed cost support for the annual SSR amount, and permitting Century the opportunity to comment on successive drafts of the agreement. Big Rivers also has diligently advocated Century's interests in its negotiations of the SSR agreement with MISO. For example, as requested by Century, the Coleman SSR agreement provides MISO additional flexibility to terminate the agreement if alternative arrangements are implemented to serve Century's load at the Hawesville smelter. Big Rivers has and will continue to cooperate with MISO and Century to implement such alternatives. In

response to concerns raised by Century and the PIOs, Big Rivers also provides additional support for the proposed capital and maintenance costs included in the annual SSR amount.

A. The Term of the SSR Agreement Will Be Limited by the Implementation of Feasible Alternatives

Century and the PIOs each argue that the Commission should condition its acceptance of the SSR agreement on Big Rivers and MISO agreeing to implement feasible alternatives that would limit the term of the agreement.⁹ The Commission should reject these arguments because Big Rivers and MISO have negotiated an agreement that is consistent with the *pro forma* SSR agreement set forth in the MISO OATT, with revisions that provide MISO with additional flexibility to terminate the agreement when feasible alternatives are implemented. Moreover, Big Rivers has diligently coordinated with Century, MISO, SERC, and others, in order to implement feasible alternatives to the SSR agreement. Proposed deviations from the *pro forma* SSR agreement, negotiated by Big Rivers, will ensure that the SSR agreement is not in place longer than necessary.

Consistent with the *pro forma* SSR agreement set forth in the MISO OATT, the Coleman SSR agreement contemplates a twelve (12) month term. In its order accepting MISO's tariff revisions implementing the SSR program, the Commission found that "the SSR program is a reasonable backstop measure"¹⁰ that would interfere with market participants' decisions to retire or suspend a resource "only when those decisions create a short-term reliability problem."¹¹ The Commission also emphasized that SSR agreements should "be limited and of short duration."¹²

⁹ See Century Protest at 7-17; PIOs Protest at 4.

¹⁰ *Midwest Indep. Transmission Sys. Operator, Inc.*, 108 FERC ¶ 61,163, at P 370 ("SSR Order"), *reh'g denied*, 109 FERC ¶ 61,157 (2004) ("SSR Rehearing Order").

¹¹ *SSR Rehearing Order*, 109 FERC ¶ 61,157 at P 291.

¹² *Id.* at P 288.

Consistent with the Commission's guidance, the MISO OATT provides that the term of an SSR agreement shall be twelve months, unless MISO requires a different term. Under the *pro forma* SSR agreement, MISO has the sole discretion to terminate an SSR agreement by giving ninety (90) days advance written notice to the SSR provider.

To ensure that the Coleman SSR agreement is limited and of short duration, Big Rivers and MISO have agreed that MISO should have the sole discretion to terminate the agreement by giving only sixty (60) days advance written notice to Big Rivers. MISO and Big Rivers negotiated this modification to the SSR agreement in response to a request from Century to limit the term of the agreement if alternative arrangements can be implemented within the term the SSR agreement that would eliminate the need for the agreement. The sixty day advance written notice requirement balances the interests of Big Rivers and MISO ratepayers, including Century, because it provides MISO with a shortened notice period in order to terminate the agreement for any reason, and it provides Big Rivers with reasonable advance notice in order to prepare Coleman for a potential suspension from service. The SSR agreement also has been drafted to permit MISO to terminate the agreement with respect to Coleman Unit 1 only, in the event that feasible alternatives are implemented that require the operation of Coleman Units 2 and 3 only.

Big Rivers also has been diligently coordinating with MISO, Century and SERC to implement demand response programs that would eliminate the need for the SSR agreement. In particular, Big Rivers has negotiated a load curtailment agreement with Century by which Big Rivers can curtail the Century load in the event of a system emergency. Such a load curtailment agreement also would permit the suspension from service of one or more of the Coleman units, if Century agreed to further curtailments of its load.¹³ Big Rivers also has cooperated with staff

¹³ Century determined that it is not willing to accept an increased risk of curtailment of its load at the Hawesville Smelter and so requested that MISO and Big Rivers negotiate an SSR agreement for all three Coleman units, as

from Century, MISO, SERC, Century's consultant, Siemens, and neighboring MISO market participants to develop a Special Protection Scheme ("SPS") to automatically curtail the Century load in response to transmission system disturbances. According to Century, the SPS should be ready to be implemented by the end of the year. If implementation of the SPS and the load curtailment agreement are sufficient to maintain the reliability of the MISO transmission system without the simultaneous operation of the Coleman units, MISO, in its sole discretion, can terminate the SSR agreement by giving sixty days advance written notice to Big Rivers.

B. The Commission Should Not Condition Acceptance of the SSR Agreement on Big Rivers Performing Live-Line Maintenance

The Commission should reject Century's arguments that it require Big Rivers to perform live-line transmission maintenance as a condition of accepting the Coleman SSR agreement. As an initial matter, the Commission has never required a transmission provider to perform live-line maintenance. Moreover, as described in the testimony of Donald J. Morrow, attached as Exhibit B to the Century protest, the practice of performing live-line maintenance requires "highly qualified, well-trained, experienced contractors that understand the technical aspect of energized projects and have developed detailed work practices and acquired appropriate, well maintained tools to address the working conditions on energized equipment."¹⁴ Big Rivers has not trained its personnel to perform this type of maintenance. Moreover, although Mr. Dorrow's company might be qualified to perform live-line maintenance on Big Rivers' transmission system, and Big Rivers might be willing to contract with experts to perform such maintenance from time to time, Big Rivers is ultimately responsible for choosing the level of risk that it is willing to accept with

opposed to only two units. However, the Coleman SSR agreement provides alternative cost recovery if MISO determines that the continued operation of Unit 1 is no longer required to maintain the reliability of the MISO transmission system, which would be the case if Century accepted an increased risk of curtailments. Accordingly, the SSR agreement provides additional flexibility in the event that Century is willing and able to implement an effective demand response program that removes the need for the SSR agreement.

¹⁴ Century Protest, Exhibit B at 24.

respect to the reliable maintenance of its transmission system, and the safety of its workers and contractors. The Commission should not substitute its judgment for the judgment of Big Rivers so long as Big Rivers is able to maintain the reliability of its transmission system without the use of live-line maintenance.

Contrary to suggestions raised in Century's protest, Big Rivers does not currently perform live-line maintenance.¹⁵ True, Big Rivers has scheduled "Hot Line Work", which is defined by MISO as work that "is being performed on live or energized equipment."¹⁶ However, the Hot Line Work scheduled by Big Rivers has involved minor transmission maintenance tasks, including vegetation management and pole treatments. Big Rivers is not willing, at this time, to commit its workers or a third party vendor to perform more complex live-line maintenance, such as reconductoring on its transmission system, pole change outs or insulator replacement. Although Century has committed to reimburse Big Rivers for the costs of engaging a vendor to perform such maintenance, Big Rivers believes that there may be circumstances in which live-line maintenance would not represent Good Utility Practice for purposes of maintaining the reliability of the Big Rivers transmission system. Further, even if work was performed by a vendor, Big Rivers remains ultimately liable for any work done by any such vendors. Any negligent or improper act by such a vendor would result in extensive proceedings before the KPSC or other reliability authorities, and the resulting cost or consumption of management's resources would be substantial for an organization of Big Rivers' size. Simply put, Big Rivers should have the sole discretion to determine when it is appropriate to engage a vendor to perform live-line maintenance. Moreover, performance of live-line maintenance is not necessary to

¹⁵ See *id.* at 10.

¹⁶ See MISO, Business Practice Manual No. 8, Revision 6, Outage Operation, at 5-17 (Oct. 1, 2012).

comply with NERC reliability standards.¹⁷ Big Rivers has complied with requirements of Reliability Standards TOP-004 and TOP-007 without implementing live-line maintenance.

Granting Century's request to require Big Rivers to perform live-line maintenance could have far-reaching implications on the maintenance practices of other transmission owners and operators. As explained in Mr. Dorrow's testimony, transmission owners and operators typically object to the use of live-line maintenance over concerns of safety and uncertainty of cost recovery.¹⁸ In this case, Century has represented that it will pay additional costs, and argues that Big Rivers should not be concerned with the safety of its workers because the live-line maintenance can be performed by a skilled third-party vendor. Concerns over costs and worker safety aside, a transmission owner and operator should have the discretion to determine how to perform transmission maintenance in a manner that is consistent with the relevant transmission provider's tariff and NERC reliability standards. The fact that two transmission operators in SPP and ERCOT have adopted live-line maintenance for purposes of limited and discrete transmission facilities is not persuasive. None of FERC, NERC, or MISO has required the use of live-line maintenance.¹⁹ Moreover, the Commission has stated that it "does not intend to establish live-line work as the standard for transmission maintenance and construction."²⁰ To the extent that Century believes that such maintenance should become an industry standard, Century should address its concerns to the Commission in a request for a rulemaking, or to NERC or

¹⁷ See Century Protest, Exh. B at 23.

¹⁸ See *id.* at 24.

¹⁹ The Commission has accepted the service agreements and maintenance plans whereby parties have agreed to perform live-line maintenance, but FERC has never directed a transmission operator to perform live-line maintenance. See, e.g., *Am Elec. Power Serv. Corp.*, Docket No. ER13-1976-000 (Sept 5, 2013) (accepting interconnection agreement contemplating both dead-line and live-line maintenance); see also *New England Power Pool*, 97 FERC ¶ 61,093 (2001) (accepting New England Power Pool's proposal to perform live-line maintenance but rejecting incentive rate treatment).

²⁰ *New England Power Pool*, 98 FERC ¶ 61,249, at 62,005 (2002).

MISO in their respective stakeholder proceedings. Lastly, live-line maintenance will not eliminate the need for an SSR agreement. Live-line maintenance only reduces the frequency of potential load curtailment events, it does not completely eliminate them.

C. SSR Costs Are Just and Reasonable

The SSR agreement provides just and reasonable recovery of going-forward fixed and variable costs to maintain the availability of Coleman during the term of the SSR agreement. In accepting MISO's proposal to implement the SSR program, the Commission emphasized that "all SSR units should be *fully compensated* for any costs incurred because of their extended service."²¹ The SSR costs were reviewed by MISO and the Independent Market Monitor ("IMM"), and are necessary for, among other things, the recovery of capital and maintenance costs associated with the continued operation of Coleman during the term of the SSR agreement. Such costs can be avoided to the extent Century is capable of implementing alternatives, such as the SPS, and MISO determines that it is appropriate to terminate the SSR agreement before those costs are due.

²¹ *SSR Order*, 108 FERC ¶ 61,163 at P 293 (emphasis added).

1. Proposed Capital Costs Are Necessary To Maintain Operation of Coleman

The capital costs contributing to the annual SSR amount relate to the replacement of equipment that is necessary to maintain the operation of Coleman during the term of the SSR Agreement.²² The fact that some of these capital costs could benefit Coleman when it is returned to service is inconsequential because the costs must be incurred within the term of the SSR agreement in order to ensure the reliable operation of the Coleman units, and compliance with relevant environmental regulations throughout the term of the SSR agreement. MISO and the IMM have reviewed such costs and determined that they are just and reasonable.²³ Moreover, all fixed SSR costs will be subject to a monthly true-up. Based on these representations, the Commission should determine that the capital costs are just and reasonable.

The actual capital costs incurred by Big Rivers will vary from month-to-month, as reflected in Exhibits A-1 and A-2, attached hereto.²⁴ Century can avoid future monthly costs if it demonstrates to MISO that the SSR agreement is no longer necessary, and should be terminated. Century expressed its concern early in the negotiations of the SSR agreement that the monthly SSR amounts might exceed actual expenses in any given month. In response to Century's concerns, MISO and Big Rivers negotiated a true-up mechanism to ensure that Big Rivers' cost recovery under the SSR agreement does not exceed its actual costs.²⁵ Accordingly, all fixed costs relating to the monthly SSR payment will be trueed up "within 55 days after the last day for each month of the Agreement." If directed by the Commission, and subject to MISO's consent,

²² See MISO, SSR Filing, Exh. E at 5.

²³ See MISO, SSR Filing at 11.

²⁴ Exhibit A-1 provides line item support for capital costs associated with running all three Coleman units. Exhibit A-2 provides line item support for capital costs associated with running Coleman units 2 and 3 only, in the event that MISO determines that it is appropriate to terminate the SSR agreement with respect to Unit 1.

²⁵ See SSR Agreement, Exh. 2, Section A.

Big Rivers will provide an accounting of actual costs to Century so that it can verify the results of the true-up.

2. Maintenance Costs are Appropriately Included in the SSR Costs

Century argues that the Big Rivers should not be allowed to recover any maintenance outage costs because customers are unlikely to receive the benefits of any maintenance outage.²⁶ This argument fails to recognize that Big Rivers will need to perform maintenance on the Coleman units during the term of the SSR agreement in order to ensure their availability throughout the term of the SSR agreement. Moreover, as demonstrated in its Attachment Y notice, Big Rivers has proposed a suspension, not a retirement of the Coleman units. Big Rivers should not be required to forego necessary maintenance on its units, which could result in unnecessary damage and expensive future repairs, based on representations from Century that the SSR agreement will not be needed for the full term. Only MISO and the Commission are in a position to determine the need for and term of the SSR agreement. Accordingly, the Commission should find that it is just and reasonable to include such going forward maintenance costs in the annual SSR amount.

3. Proposed Return On Net Rate Base is Just and Reasonable

The monthly SSR payments include a return on net rate base of 7.85 percent. However, as explained in the testimony of Robert W. Berry, what is called a return on net rate base is, in fact, carrying costs associated with fuel inventory, reagent, and materials and supplies, unlike a traditional return on net rate base. Century argues that, as a rural utilities service debt-financed rural cooperative, Big Rivers' actual cost of capital should be much lower.²⁷ In support of its argument, Century points out that Big Rivers used a 5.012 percent cost of capital in its rate base

²⁶ See Century Protest at 18.

²⁷ See *id.* at 19.

application filed with the KPSC in April 2013.²⁸ Century also states that, even adding in Big Rivers' Times Interest Earned Ratio of 1.24 percent, the overall cost of capital would be 6.215 percent, not 7.85 percent.²⁹ Century's arguments fail to recognize, however, that, unlike the Big Rivers' rate base, the SSR agreement does not represent a "fully loaded" cost-of-service rate.³⁰ The proposed SSR costs do not include, for example, a typical rate of return on rate base, depreciation, or other cost components of a full cost-based rate. As a result, the return proposed in this proceeding is totally unrelated to the return on rate based filed with, and accepted by the KPSC.

In an ongoing proceeding addressing an SSR agreement between MISO and Ameren Energy Marketing ("Ameren"), Ameren argued that the Commission should accept all "going forward" costs of operating, including a "going forward" rate base comprised of: (1) materials, supplies, and fuel inventory; (2) certain prepaid items; and (3) cash working capital.³¹ Unlike the Ameren proceeding, neither MISO nor the IMM challenged the proposed return on net rate base for the Coleman units, which is limited to carrying costs associated with fuel inventory, reagent, and materials and supplies. The proposed 7.85 percent rate of return represents a modest recovery of the going forward carrying costs associated with materials and supplies that are necessary to maintain the operation of the Coleman units during the term of the SSR agreement. Accordingly, the Commission should find that inclusion of this rate of return is just and reasonable.

²⁸ *See id.*

²⁹ *See id.*

³⁰ *See* SSR Filing at 12.

³¹ *See* MISO, System Support Resource Attachment Y-1 Associated with Edwards Unit No. 1 Owned or Operated by Ameren Energy Marketing, Docket No. ER13-1962-000, Exh. MISO-1 at 7 (filed July 11, 2013). On November 25, 2013, the Commission issued an order accepting and suspending the Ameren SSR agreement subject to refund and further Commission order without ruling on the inclusion of the limited return on rate base. *See Midcontinent Indep. Sys. Operator, Inc.*, 145 FERC ¶ 61,163 (2013).

I. CONCLUSION

Wherefore, for the foregoing reasons, the Commission should reject the protests filed by Century and the PIOs, and accept the Coleman SSR agreement without modification, effective September 1, 2013, as requested by MISO.

Respectfully submitted,

/s/ Cory Lankford

A. Cory Lankford

Orrick, Herrington & Sutcliffe LLP

1152 15th Street, N.W.

Washington, D.C. 20005

Tel: (202) 339-8620

Fax: (202) 339-8500

clankford@orrick.com

Counsel for Big Rivers Electric Corporation

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Exhibit A-1

**Monthly Budgeted Capital Costs
Associated with Running All Three Coleman Units**

Unassigned	3122	C-2 Replace Primary superheater														0
Unassigned	3122	C-2 Hot Reheater Tube Replacement														0
Unassigned	3152	C-2 Auxillary Transformer														0
Unassigned	3122	C-3 Air Heater Basket Replacement														0
Unassigned	312C	C-3 Burner enclosure														0
Unassigned	3122	C-3 Boiler Expansion Joint Replacement														0
Unassigned	3122	C-3 Boiler Insulation														0
Unassigned	3122	C-3 Drum Enclosure replacement														0
Unassigned	3122	C-3 Boiler penthouse casing replacement														0
Unassigned	3122	C-3 Penthouse roof & walls														0
Unassigned	312W	C-3 Slag Grinder Replacement														0
Unassigned	3122	C-3 Critical Pipe System Hanger														0
Unassigned	3122	C-3 Mill & OFA Drive Replacement														0
Unassigned	3122	C-3 Sootblower Replacements														0
Unassigned	3152	C-3 "B" 480v MCC Replacement														0
Unassigned	3122	C-3 Boiler seal air piping replacement														0
Unassigned	3122	C-3 Air heater gas out duct to ESP														0
Unassigned	3122	C-3 Boiler Tube Weld Overlay														0
Unassigned	3122	C-3 Replace DCS Communication Modules -														0
Unassigned	3142	C-3 Turbine Gen O/H														0
Unassigned	3142	C-3 #1 & #2 R/H Inner Shell														0
Unassigned	3142	C-3 HP Inner Shell (Nozzle, CV Snout Rings, BVD Pipe)														0
Unassigned	3122	C-3 Steam Seal Regulator														0
Unassigned	3142	C-2 Turbine Contorl Block Replacement								52,000						52,000
Unassigned	3142	C-2 Turbine Overspeed Bolt Replacement								22,000						22,000
multi-yr	312C	FGD S+ Operations Console Software Replacement 20%								60,000						60,000
TOTAL COLEMAN			1,043,675	1,331,890	0	0	20,000	80,000	100,000	564,000	540,000	3,273,863	1,207,230	40,000		8,200,658

Exhibit A-2

**Monthly Budgeted Capital Costs
Associated with Running Coleman Units 2 and 3**

Project #	Account	Description	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Total
BP13C004B	3122	CL Misc. Safety Equipment	10,000	10,000											20,000
BP13C005B	3122	CL Misc. Capital Projects		41,180											41,180
BP13C007B	312C	CL Coleman FGD Misc. Pumps & Valves		2,186											2,186
BP13C015B	3162	CL Truck Scales - hardware and software		20,000											20,000
BP13C039B	312C	CL FGD DCS UPS replacement		27,247											27,247
BP13C040B	312C	CL FGD Absorber Agitator Blades, B & D		90,000											90,000
Unassigned	312C	CL FGD Booster Fan Inlet Expansion Joints		60,000											60,000
BP13C042B	312C	CL FGD CEMs Analyzer & Umbilical Cable Replacement		9,152											9,152
BP11C033B	3152	C-1 Auxillary Transformer & Containment													0
BP12C049B	3122	C-1 3 New Boiler Safety Valves, 1 Cold Reheat, 2 Hot Reheat													0
BP12C050B	3122	C-1 Boiler Expansion Joint Replacement													0
BP13C066B	3122	C-1 Drum Enclosure replacement													0
BP12C052B	312W	C-1 Slag Grinder Replacement													0
BP13C068B	3122	C-1 Boiler Insulation													0
BP13C069B	3122	C-1 Boiler penthouse casing													0
BP12C055B	3122	C-1 Tube Replacement Hot Reheat Section													0
BP12C057B	3122	C-1 Hot/Cold/Rating Drive Replacement													0
BP12C058B	3152	C-1 "A" MCC Replacement													0
BP12C060B	3142	C-1 Vacuum Pump Replacement													0
BP12C061B	3122	C-1 FD fan housings, silencers & hoods													0
BP12C063B	312C	C-1 Precipitator Inlet duct replacement													0
BP12C065B	3122	C-1 Cold End Air Heater Basket													0
BP12C066B	312C	C-1 ROFA Fan Dampers (Isolation Gates)													0
BP13C080B	3122	C-1 Boiler Tube Weld Overlay													0
BP12C070B	3122	C-1 Mill Coal Valves													0
BP12C097F	3122	C-1 Retractable Sootblowers (5)													0
BP13C082B	312C	C-1 Burners													0
BP13C083B	312C	C-1 Air Register Drives													0
BP13C091F	3152	C-3 Rectifier / Inverter UPS System		7,989											7,989
BP13C094F	3122	C-1 Dust Valve Replacement													0
BP13C095F	3122	C-1 Air Heater Hopper Replacement													0
Unassigned	3122	CL Misc. Tools and Equipment						15,000			15,000			20,000	50,000
Unassigned	3162	CL Misc. Safety Equipment								20,000					20,000
Unassigned	3122	CL Misc. Capital Projects					20,000			20,000			20,000	20,000	80,000
Unassigned	3122	CL Capital Valve Replacement						20,000			20,000	20,000			60,000
Unassigned	312C	CL Coleman FGD Misc. Pumps & Valves							25,000				25,000		50,000
Unassigned	3152	CL 4160 to 480 step down transformer											80,000		80,000
Unassigned	3122	CL Ash Sluice Pump													0
Unassigned	3122	CL Conveyor Belt Replacement											120,000		120,000
Unassigned	3122	CL Replacement pH Meters						45,000							45,000
Unassigned	3122	CL CH Rpl DCS Ethernet Communication ICT Modules CH							75,000						75,000
Unassigned	312C	CL Booster Fan Blades									285,000				285,000
Unassigned	3142	C-2 B Circulating Water Pump								225,000					225,000
Unassigned	3142	C-2 A Circulating Water Pump Column								225,000					225,000
Unassigned	3142	C-2 A Traveling Water Screen Replacement									160,000				160,000

BP11C050F	3152	C-3 Excitation Transformer													0
BP12C023B	3152	C-3 Rpl 4160 V Motors (3A BFP & 3A PA Fan)													0
BP12C024B	3122	C-3 B Mill Liner Replacement with inlet auger													0
BP12C076F	3122	C-3 Radiant Superheat Tube Replacement													0
Unassigned	3122	C-2 Replace Primary superheater													0
Unassigned	3122	C-2 Hot Reheater Tube Replacement													0
Unassigned	3152	C-2 Auxillary Transformer													0
Unassigned	3122	C-3 Air Heater Basket Replacement													0
Unassigned	312C	C-3 Burner enclosure													0
Unassigned	3122	C-3 Boiler Expansion Joint Replacement													0
Unassigned	3122	C-3 Boiler Insulation													0
Unassigned	3122	C-3 Drum Enclosure replacement													0
Unassigned	3122	C-3 Boiler penthouse casing replacement													0
Unassigned	3122	C-3 Penthouse roof & walls													0
Unassigned	312W	C-3 Slag Grinder Replacement													0
Unassigned	3122	C-3 Critical Pipe System Hanger Replacements													0
Unassigned	3122	C-3 Mill & OFA Drive Replacement													0
Unassigned	3122	C-3 Sootblower Replacements													0
Unassigned	3152	C-3 "B" 480v MCC Replacement													0
Unassigned	3122	C-3 Boiler seal air piping replacement													0
Unassigned	3122	C-3 Air heater gas out duct to ESP													0
Unassigned	3122	C-3 Boiler Tube Weld Overlay													0
Unassigned	3122	C-3 Replace DCS Communication Modules - ICT													0
Unassigned	3142	C-3 Turbine Gen O/H													0
Unassigned	3142	C-3 #1 & #2 R/H Inner Shell													0
Unassigned	3142	C-3 HP Inner Shell (Nozzle, CV Snout Rings, BVD Pipe)													0
Unassigned	3122	C-3 Steam Seal Regulator													0
Unassigned	3142	C-2 Turbine Contorl Block Replacement 20%							52,000						52,000
Unassigned	3142	C-2 Turbine Overspeed Bolt Replacement 20%							22,000						22,000
multi-yr	312C	FGD S+ Operations Console Software Replacement 20%								60,000					60,000
TOTAL COLEMAN			10,000	267,754	0	0	20,000	80,000	100,000	564,000	540,000	20,000	245,000	40,000	1,886,754

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service lists compiled by the Secretary in these proceedings.

Dated at Washington, D.C. this 10th day of December, 2013.

/s/ A. Cory Lankford
A. Cory Lankford
Orrick, Herrington & Sutcliffe LLP
1152 15th Street, N.W.
Washington, D.C. 20005
(202) 339-8620