

Michael J. Rieley, P.C.
Attorney at Law

Power Block Building, Suite 4A
7 West Sixth Avenue
P.O. Box 1211
Helena, MT 59624
(406) 443-4433
Telecopier (406) 443-0039

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E-Mail mikepattorney@msn.com
MONTANA PUBLIC SERVICE COMMISSION

Gwendolyn A. Vashro, DP, CLA, PLS
Paralegal

November 15, 2012

HAND DELIVERED

Mr. Jason T. Brown
Attorney at Law
Montana Public Service Commission
1701 Prospect Avenue
P.O. Box 202601
Helena, MT 59620-2601

Re: PPL EnergyPlus, LLC
Montana Renewable Portfolio Standard Compliance Year 2012
Docket No. N2012.1.1

Dear Jason:

PPL Energy Plus, LLC (PPL Energy Plus) has reviewed your October 16, 2012, e-mail inquiry and obtained information responding to your two questions. Also per your request, documentation for this information is attached.

Ash Grove Cement. The contract between PPL Energy Plus and Ash Grove Cement Company (Ash Grove) was implemented via periodic written Purchasing Attachments (PA). The last PA between PPL Energy Plus and Ash Grove was effective as of October 17, 2006, for the delivery term of November 1, 2006, through June 30, 2011. The PA was assigned in its entirety to PPL Treasure State, LLC effective September 1, 2010. No changes were made to the PA's prices, terms, or conditions after October 17, 2006. In accordance with Mont. Code Ann. § 69-3-2004(12)(a), the original contract and the last PPL Energy Plus PA pursuant to the original contract were both executed prior to April 25, 2007. In accordance with Mont. Code Ann. § 69-3-2004(12)(b), no modification of prices, terms, or conditions were made after April 25, 2007. A copy of the PA (redacted as to competitively

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sensitive information) and its subsequent assignment accompany this letter as Attachments A and B, respectively.

CHS. Based on the information available to PPL Energy Plus, the seven CHS (Cenex) meters identified in my February 10, 2012, letter appear to be all located on contiguous property consisting of the Cenex's Laurel, Montana, refinery and two Cenex owned pipelines. NorthWestern Energy (NWE) provided the following physical locations for these meters:

Laurel Refinery Meters:

DA06183396
DA06183398
DA11667840
DA11667838

Cenex Pipeline Meters:

DA062125512 Laurel Station
DD79676439 Billings Station

Front Range Pipeline:

DA06183393 Cenex Pump Station, NW of Raynesford

A copy of NWE's e-mail responding to PPL Energy Plus's request for this information accompanies this letter as Attachment C.

The first four PPL Energy Plus meters (DA06183396, DA06183398, DA11667840, and DA11667838) are located at Cenex's Laurel Station (refinery). Attachment D identifies the Cenex Pipeline to which Cenex's refinery at the Laurel Station and the Billings Tank Farm Station are attached. Their pump stations are served by PPL Energy Plus meters DA062125512 and DD79676439. The remaining meter (DA06183393) served by PPL Energy Plus is the Raynesford pump station (Raynesford) located northwest of Great Falls and connected to Cenex's refinery by Cenex's Front Range Pipeline. Attachment E identifies the location of Cenex's Front Range Pipeline. Attachments D and E can be further reviewed on Cenex's website. The two remaining attachments to this letter are provided to further document Cenex's Raynesford Pump Station's interconnection with its Front Range Pipeline (Attachment F) and Cenex's ownership of the two pipelines

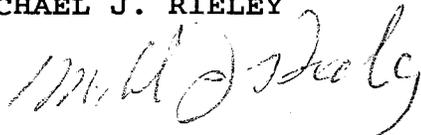
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(Attachment G). Attachment F shows in a U.S. Department of Transportation (DOT) enforcement Order that the Raynesford pump station is part of the Front Range Pipeline. Attachment G shows that the Front Range Pipeline is owned by Cenex.

We hope this information is responsive to your questions.

Sincerely,

MICHAEL J. RIELEY

A handwritten signature in cursive script, appearing to read "Michael J. Rieley".

for MICHAEL J. RIELEY, P.C.

MJR/gv
Encs.
cc: Mr. Jesse Dillon

PURCHASING ATTACHMENT
EFFECTIVE: OCTOBER 17, 2006



This Purchasing Attachment, effective October 17, 2006, is entered into under and pursuant to, and shall become part of, the Retail Electricity Supply Contract ("Agreement") between PPL EnergyPlus, LLC ("PPL") and Ash Grove Cement Company, ("Customer") effective December 7, 2001 and as amended and restated effective October 25, 2005. This Purchasing Attachment supersedes the Purchasing Attachment effective October 25, 2005 between PPL and Customer. The following defines the specific terms of this Purchasing Attachment and are made part of the Agreement with respect to this Purchasing Attachment.

Definitions:

The following definitions are in addition to Section 1 of the Agreement and made part of the Agreement for the purposes of this Purchasing Attachment only:

"Additional Quantity Electricity Price" has the meaning set forth below under the heading "Additional Quantity Electricity Price."

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person.

"Agreement" has the meaning set forth in the preamble to this Purchasing Attachment.

"Alternate Delivery Point" means any delivery point into the ETP's transmission system that is not a Primary Delivery Point.

"Committed Quantity" has the meaning set forth below under the heading "Committed Quantity."

"Committed Quantity Electricity Price" has the meaning set forth below under the heading "Committed Quantity Electricity Price."

"Contract Hour" means all hours ending at 59:59 from 00:00:01 through 23:59:59 MPT, all days of the week during the Delivery Term.

"Contract Price"

"Control" means the possession, directly or indirectly through one or more intermediaries, of the following: (a) in the case of a corporation, 50 percent or more of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to 50 percent or more of the distributions therefrom (including liquidating distributions); (c) in the case of a trust or estate, 50 percent or more of the beneficial interest therein; (d) in the case of any other entity, 50 percent or more of the economic or beneficial interest therein; or (e) in the case of any entity, the power or authority, through the ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the entity.

"Delivery Point" means any Primary Delivery Point or any Alternate Delivery Point.

"Delivery Term" has the meaning set forth below under the heading "Delivery Term."

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[REDACTED]

"Firm Transaction" has the meaning set forth below under the heading "Electricity; Firm Transaction."

[REDACTED]

"Governmental Authority" means any national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity or any arbitrator with authority to bind a Party at law.

"Governmental Rule" means any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, directive, resolution, guideline, policy or similar form of decision (including any of the foregoing resulting from citizens acting through the initiative process), or any action repealing or modifying the same, of any Governmental Authority having the force and effect of law or regulation.

[REDACTED]

"MPT" means Mountain Prevailing Time, that is, prevailing Standard Time or Daylight Savings Time in the Mountain Time Zone.

"Person" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority, or other form of entity.

"Present Value" [REDACTED]

"Primary Delivery Point" means any delivery point into the ETP's transmission system which is at any time designated by PPL as the primary delivery point for deliveries under this Purchasing Attachment.

"Prudent Electric Industry Practice" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power generation industry in the Western Interconnection at the relevant time period, or any of the practices, methods and acts, which in the exercise of reasonable judgment in light of the facts that were known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety, expedition and unit operational life expectancy, and which practices, methods, standards and acts reflect due regard for applicable operation and maintenance standards, operational limits, and all applicable Governmental Rules. Prudent Electric Industry Practice is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others but rather to be a spectrum of acceptable practices, methods, standards or acts.

[REDACTED]

"Replacement Purchase Price" means the price at which Customer, acting in a commercially reasonable manner, purchases at the Delivery Point(s) a replacement for any Scheduled Quantity (or portion thereof) not delivered by PPL, plus (i) costs reasonably incurred by Customer in purchasing such substitute Scheduled Quantity and (ii) additional transmission charges, if any, reasonably incurred by Customer to the Delivery Point(s), or, at Customer's option, the market price at the Delivery Point(s) for such Scheduled Quantity not delivered as determined by Customer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted

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EFFECTIVE: OCTOBER 17, 2006



demand or similar charges, nor shall Customer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize PPL's liability. For the purposes of this definition, Customer shall be considered to have purchased replacement Scheduled Quantity to the extent Customer shall have entered into one or more arrangements in a commercially reasonable manner whereby Customer terminates, cancels or otherwise obtains relief from its obligation to sell and deliver the Scheduled Quantity (or portion thereof not delivered by PPL) to another party at the Delivery Point(s).

"Replacement Sales Price" means the price at which PPL, acting in a commercially reasonable manner, resells at the Delivery Point(s) any Scheduled Quantity (or portion thereof) not received by Customer, deducting from such proceeds any (i) costs reasonably incurred by PPL in reselling such Scheduled Quantity (including any costs incurred in providing to any Person credit assurances or assurances of performance) and (ii) additional transmission charges, if any, reasonably incurred by PPL in delivering such Scheduled Quantity to any third party purchasers, or, at PPL's option, the market price at the Delivery Point(s) for such Scheduled Quantity not received as determined by PPL in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall PPL be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Customer's liability. For purposes of this definition, PPL shall be considered to have resold such Scheduled Quantity to the extent PPL shall have entered into one or more arrangements in a commercially reasonable manner whereby PPL terminates, cancels or otherwise obtains relief from its obligation to purchase and receive the Scheduled Quantity (or portion thereof not received by Customer) from another party at the Delivery Point(s).

[REDACTED]

"Schedule," "Scheduled" or "Scheduling" means the acts of PPL, Customer or their designated representatives, including each Party's Transmission Providers, if applicable, notifying, requesting and confirming to each other the quantity of Electricity to be delivered hourly on any given day or days during the Delivery Term at one or more specified Delivery Points.

"Scheduled Quantity" means the Committed Quantity plus any Additional Quantity, less the amount of any Surplus Power.

"Surplus Power" has the meaning set forth below under the heading "Surplus Power."

"Surplus Power Period" has the meaning set forth below under the heading "Surplus Power."

"Taxes" means taxes, rates, levies, assessments, charges or duties, including real estate, property, sales, use, franchise, excise, capital, gross receipts and value added taxes, taxes measured on capital or assets used in a business, customs and import and export duties, taxes measured on income or on gains derived from dispositions of property, and taxes or other fees on the use of property or in-state facilities or natural resources (including the use of water for power generation), generating capacity, production, generation, manufacture, purchase, transmission, distribution, wholesale, sale, resale, or use of electricity or electrical energy, whether the tax is in the form of a property, sales and use, employment, gross receipts, revenue, income, franchise, excise, value-added, excess profits or any other Tax, and regardless of how the Tax is named or structured.

[REDACTED]

"Transition Costs" means any charges or costs that are assessed or levied by any entity, including any Governmental Authority or any ETP, in order to recoup the expenses and liabilities associated with investments regarded as not recoverable in a competitive market for electric generation, and that would affect the transactions contemplated by this Agreement, either directly or indirectly.

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"Transmission Provider" means any entity transmitting Electricity on behalf of PPL to the Delivery Point(s) or on behalf of Customer at or from the Delivery Point(s).

"WECC" means the Western Electricity Coordinating Council.

Electricity: Firm Transaction:

PPL shall sell Electricity to Customer for Customer's use at the Facilities. Notwithstanding the provisions of Section 5 of the Agreement, the sale of Electricity hereunder shall include

[REDACTED]

The purchase and sale of Electricity under this Purchasing Attachment is a "Firm Transaction," meaning that the only excuse for any failure by PPL to deliver the Scheduled Quantity or the failure by Customer to receive the Scheduled Quantity under this Purchasing Attachment is Force Majeure or the other Party's failure to perform its obligations under this Purchasing Attachment. Neither Party may raise a claim of Force Majeure based in whole or in part on interruption or curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission service with a Transmission Provider for the Electricity to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's OATT.

[REDACTED]

[REDACTED]

Delivery Term:

The delivery term under this Purchasing Attachment (the "Delivery Term") shall be Hour Ending (HE) 0100 November 1, 2006 (MPT) through HE 2400 June 30, 2011 (MPT). No interruption or curtailment of purchases or sales, whether due to Force Majeure or otherwise, shall operate to extend the Delivery Term.

Committed Quantity:

The Committed Quantity shall be:

1. Beginning and including, HE 0100 November 1, 2006 (MPT) and ending and including, HE 2400 January 31, 2006 (MPT), the Committed Quantity shall be [REDACTED]
2. Beginning and including, HE 0100 February 1, 2007 (MPT) and ending and including, HE 2400 February 28, 2007 (MPT), the Committed Quantity shall be [REDACTED]

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3. Beginning and including, HE 0100 March 1, 2007 (MPT) and ending and including, HE 2400 January 31, 2008 (MPT), the Committed Quantity shall be [REDACTED]
4. Beginning and including, HE 0100 February 1, 2008 (MPT) and ending and including, HE 2400 February 29, 2008 (MPT), the Committed Quantity shall be [REDACTED]
5. Beginning and including, HE 0100 March 1, 2008 (MPT) and ending and including, HE 2400 January 31, 2009 (MPT), the Committed Quantity shall be [REDACTED]
6. Beginning and including, HE 0100 February 1, 2009 (MPT) and ending and including, HE 2400 February 28, 2009 (MPT), the Committed Quantity shall be [REDACTED]
7. Beginning and including, HE 0100 March 1, 2009 (MPT) and ending and including, HE 2400 January 31, 2010 (MPT), the Committed Quantity shall be [REDACTED]
8. Beginning and including, HE 0100 February 1, 2010 (MPT) and ending and including, HE 2400 February 28, 2010 (MPT), the Committed Quantity shall be [REDACTED]
9. Beginning and including, HE 0100 March 1, 2010 (MPT) and ending and including, HE 2400 January 31, 2011 (MPT), the Committed Quantity shall be [REDACTED]
10. Beginning and including, HE 0100 February 1, 2011 (MPT) and ending and including, HE 2400 February 28, 2011 (MPT), the Committed Quantity shall be [REDACTED]
11. Beginning and including, HE 0100 March 1, 2010 (MPT) and ending and including, HE 2400 June 30, 2011 (MPT), the Committed Quantity shall be [REDACTED]

Deliveries of the Committed Quantity of Electricity under this Purchasing Attachment shall begin HE 0100 November 1, 2006 and end HE 2400 June 30, 2011 (MPT). PPL shall charge Customer the applicable Committed Quantity Electricity Price, and Customer shall pay the applicable Committed Quantity Electricity Price for the Committed Quantity. Unless otherwise excused or as set forth in this Purchasing Attachment, Customer recognizes and agrees that it has an obligation to pay PPL the applicable Committed Quantity Electricity Price for the Committed Quantity whether or not Customer receives and accepts the Committed Quantity.

PPL will Schedule the Committed Quantity unless Customer expressly requests a Schedule change pursuant to the terms of this Purchasing Attachment.

Notwithstanding any other provision of this Agreement, PPL shall be entitled, in its sole discretion, and for any reason whatsoever, to supply the Committed Quantity at any time from any source or sources that PPL may determine.

Committed Quantity Electricity Price:

The Committed Quantity Electricity Price shall be [REDACTED]

Additional Quantity:

The Additional Quantity shall apply between HE 0100 February 1 and HE 2400 February 28 (or February 29 as applicable) for the years 2007, 2008, 2009, 2010, and 2011 (MPT).

The "Additional Quantity(ies)" shall be the quantity of electricity requested by the Customer for a "Week" ahead (a "Week" for the purposes of this agreement shall be HE 0100 Sunday through HE 2400 Saturday, MPT) and shall not be [REDACTED] in whole megawatt increments, every hour of every day during the Week requested.

Customer shall notify PPL, in writing (which may include fax or e-mail notification) and by telephone, of the requested Additional Quantity(ies) grossed up for transmission and distribution losses, in whole megawatt increment(s) each hour of each day, no later 11:30 a.m. MPT on the Thursday preceding the Week in which the Additional Quantity(ies) is to be

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delivered. On appropriate NERC holidays and in accordance with the WECC Prescheduling Calendar and/or PPL's Company Holidays, PPL shall notify Customer in writing and by telephone, that Customer shall submit its Additional Quantity(ies) request by 11:30 a.m. MPT on the appropriate day preceding the Week in which the Additional Quantity(ies) is to be delivered.

The Additional Quantity(ies) may change daily; but quantities must remain constant for all hours of the day. At a minimum, Customer shall specify the MW quantity and the start and end times of the delivery of the Additional Quantity(ies).

PPL shall have the right to deny Customer's request for Additional Power by notifying customer, in writing (including fax or e-mail) and by telephone, no later than 2:00 p.m. MPT on the Thursday preceding the Week in which the Additional Quantity(ies) is to be delivered. On appropriate NERC holidays and in accordance with the WECC Prescheduling Calendar and/or PPL's Company Holidays, PPL shall notify Customer in writing and by telephone, if it will deny such request for an Additional Quantity no later than 2:00 p.m. MPT on the appropriate day preceding the Week in which the Additional Quantity(ies) is to be delivered.

Additional Quantity Electricity Price:

[REDACTED]

Deliveries:

(a) Subject to the terms and conditions hereof, (a) all deliveries and receipts of Electricity hereunder shall be made at the Delivery Point(s) and (b) deliveries of Electricity may be Scheduled in any Contract Hour in whole or in part to multiple Delivery Point(s).

(b) [REDACTED]

(c) PPL shall notify Customer of the initial Primary Delivery Point prior to the commencement of any deliveries under this Purchasing Attachment.

[REDACTED]

(d) [REDACTED]

(e) [REDACTED]

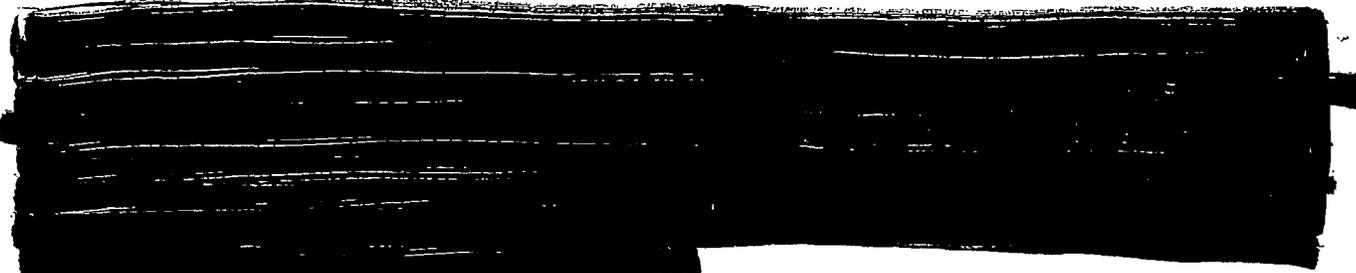
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Failure to Deliver or Receive

- (a) **Failure to Deliver** Unless excused in accordance with the provisions of this Agreement, if PPL fails to deliver (or to cause to be delivered) all or part of the required Scheduled Quantity at the Delivery Point(s), PPL shall pay Customer an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price for the deficient Scheduled Quantity from the Replacement Purchase Price.
- (b) **Failure to Receive** Unless excused in accordance with the provisions of this Agreement, if Customer fails to receive (or to cause to be received) all or part of the required Scheduled Quantity at the Delivery Point(s), Customer shall pay PPL an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting the Replacement Sales Price from the Contract Price for the deficient Scheduled Quantity.
- (c) **Payment for Nonperformance**.
- (1) Payment of any amounts due under this Section shall be made by the nonperforming Party to the other Party at the applicable payment address provided in this Purchasing Attachment on or before the fifth (5th) Business Day following the presentation of the applicable invoice by such other Party; provided that if such due date is not a Business Day, payment shall be due on the next Business Day following such date. Late payments shall accrue interest at the rate of one and one-half percent (1.5%) (or the highest rate permitted by law) per month from the due date to the date of payment. If the nonperforming Party, in good faith, disputes any such invoice, the nonperforming Party shall nonetheless pay the full amount of such invoice no later than the applicable due date, and shall provide the other Party with a written explanation specifying in detail the amount in dispute and basis for the dispute. If the nonperforming Party is determined to be entitled to a refund of any such disputed amount, the amount of such refund shall be paid to the nonperforming Party by the other Party within five (5) Business Days of such determination, along with interest accrued at the rate provided above from the date on which such amount was paid by the nonperforming Party until the date of payment of the refund. Disagreements with respect to the calculation of damages pursuant to this Section shall be submitted to arbitration in accordance with the arbitration procedures set forth in Section 15 of the Agreement.
- (2) If either Party fails to pay amounts in accordance with this Section when due, the other Party shall have the right to: (a) suspend performance until such amounts plus interest at the Interest Rate have been paid, or (b) exercise any remedy available at law or in equity to enforce payment of such amount plus interest at the rate provided above.
- (d) **Acknowledgement of the Parties**. The Parties hereby stipulate that the payment obligations set forth in this Section are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as unfair, unreasonable, inadequate or void as a penalty. Without limiting the provisions of Section 13 of the Agreement, the remedy set forth in this Section shall, with respect to the amount of such damages only, be the sole and exclusive remedy of the Parties for the failure of PPL to sell and deliver, and Customer to purchase and receive, the Scheduled Quantity and all other damages and remedies are hereby waived.

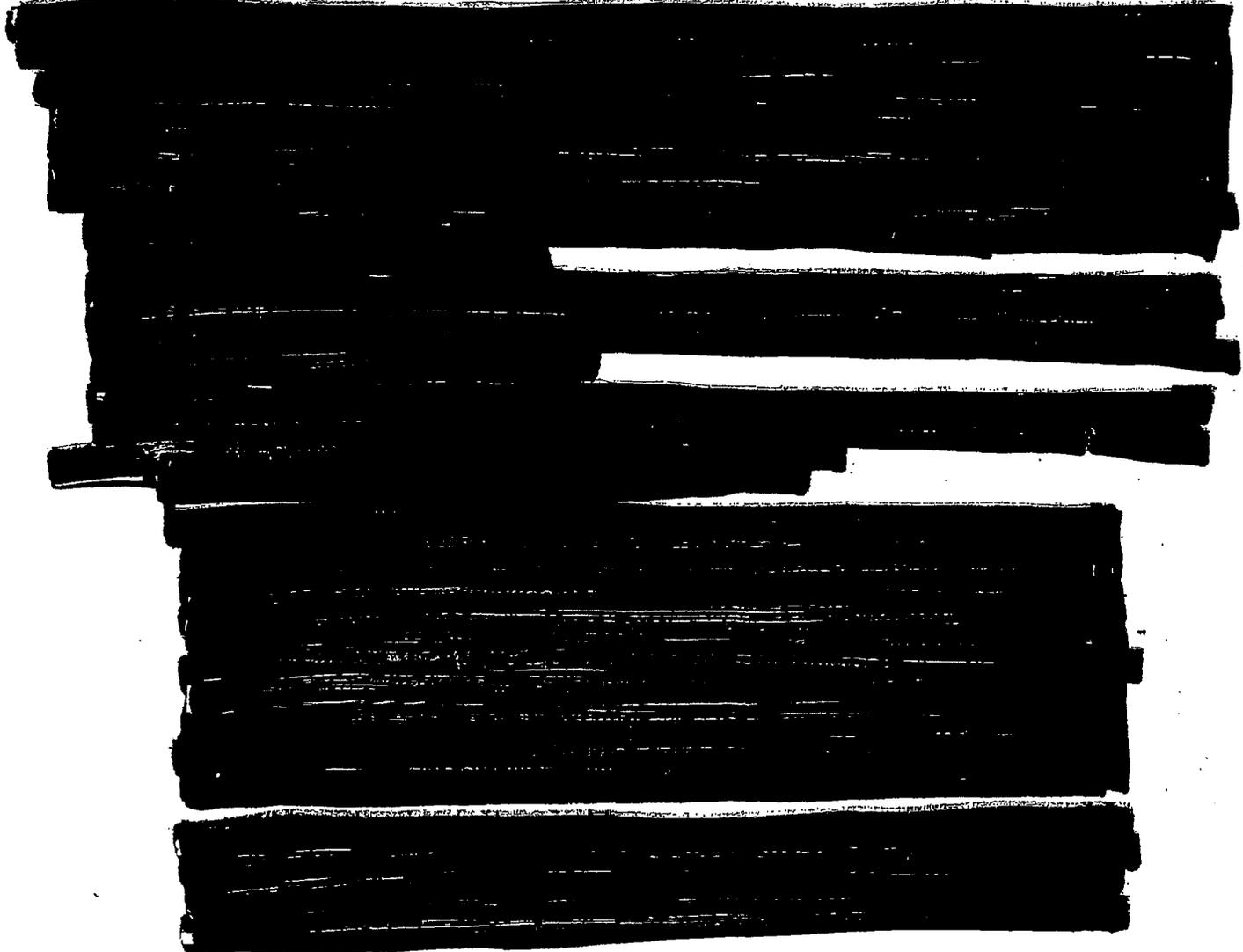
**PURCHASING ATTACHMENT
EFFECTIVE: OCTOBER 17, 2006**



(b) Scheduling Adjustment notices:

To PPL: Phone: 406-533-3570
Fax: 406-533-0208
Email: PPLSupply@pplmt.com

To Customer: Phone: 406-442-8855
Fax: 406-442-9262
Email: Dick.Johnson@ashgrove.com



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Energy Imbalances:

Line Losses:

Customer will be responsible for scheduling quantities that are adjusted upward for the appropriate energy line loss factors as defined by the ETP and EDC.

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EFFECTIVE: OCTOBER 17, 2006



[REDACTED]

Telephone Recordings:

The Parties intend that telephonic communications between the Parties may be employed as a matter of normal course in the administration of the provisions of this Purchasing Attachment and this Agreement. Each Party agrees that it will not contest or assert any defense (except a defense that the tapes or other recording device has been actively tampered with) to the validity or enforceability of such telephonic communications under laws relating to whether certain agreements are to be in writing or signed by the Party to be thereby bound or the authority of any employee of such Party to make such communication. Each Party consents to the recording of its representatives' telephone conversations without any further notice. All recordings or electronic communications may be introduced into evidence to prove oral agreements between the Parties, subsequent to the execution of this Purchasing Attachment and this Agreement. The provisions of this section shall not under any circumstances apply to any amendment to this Agreement, which shall be in writing and signed by both Parties.

Governing Document:

In the event of any conflict between any provision of this Purchasing Attachment and any provision elsewhere in this Agreement, the provisions of this Purchasing Attachment shall govern, unless otherwise expressly agreed to by the Parties in a writing attached to this Agreement and executed by both Parties.

CONFIRMING SIGNATURES:

For Customer: Richard Johnson For PPL EnergyPlus, LLC: [Signature]
Title: Plant Manager Title: President - PPL EnergyPlus, LLC
Date: 10-31-06 Date: 10/2/06

PPL ENERGYPLUS, LLC TOLL-FREE NUMBER: 1-877-448-0770 MONDAY – FRIDAY, 8 AM TO 5 PM EPT

OFFICE OF
GENERAL COUNSEL
BY: RML
DATE: 10/25/06

CREDIT
DEPARTMENT
BY: DR5
DATE: 10/25/06

PPL EnergyPlus, LLC
45 Basin Creek Road
Butte, MT 59701-9704
Tel: 406.533.3400
Fax: 406.533.0208



August 25, 2010

Ash Grove Cement Company
100 MT Highway 518
Clancy, MT 59634

Attention: Dick Johnson, Plant Manager

Dear Mr. Johnson:

Please take notice that effective as of September 1, 2010 PPL EnergyPlus, LLC ("PPL EnergyPlus") is assigning to its affiliate, PPL Treasure State, LLC ("PPL Treasure State"), all of its rights, obligations and liabilities under the Retail Electricity Supply Contract dated effective as of December 7, 2001, as amended, together with all of the Purchasing Attachments thereto, and effective as of September 1, 2010 will not retain any rights, obligations or liabilities thereunder.

Regards,

PPL ENERGYPLUS, LLC

By: _____

Name: Robert D. Gabbard

Title: President

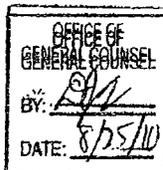
PPL TREASURE STATE, LLC

By: _____

Name: Robert D. Gabbard

Title: President

cc: Dave Mott
Ash Grove Cement Company
100 MT Highway 518
Clancy, MT 59634



From: Mahugh, Dale E <Dale.Mahugh@northwestern.com>
Sent: Wednesday, November 07, 2012 4:46 PM
To: Tregidga, Todd D
Subject: RE: CHS Meter Physical Locations

No problem. I have noted the locations below.

Let me know if you have any questions.

Thanks,

Dale.

From: Tregidga, Todd D [<mailto:TDTregidga@pplweb.com>]
Sent: Wednesday, November 07, 2012 4:05 PM
To: Mahugh, Dale E
Subject: CHS Meter Physical Locations

Dale,

Since you are covering for Rick in his absence, will you run down one more thing for me? I need to update my records for the 7 CHS meters (4 accounts) we are serving. Could you provide me with physical/premise addresses for the following meters:

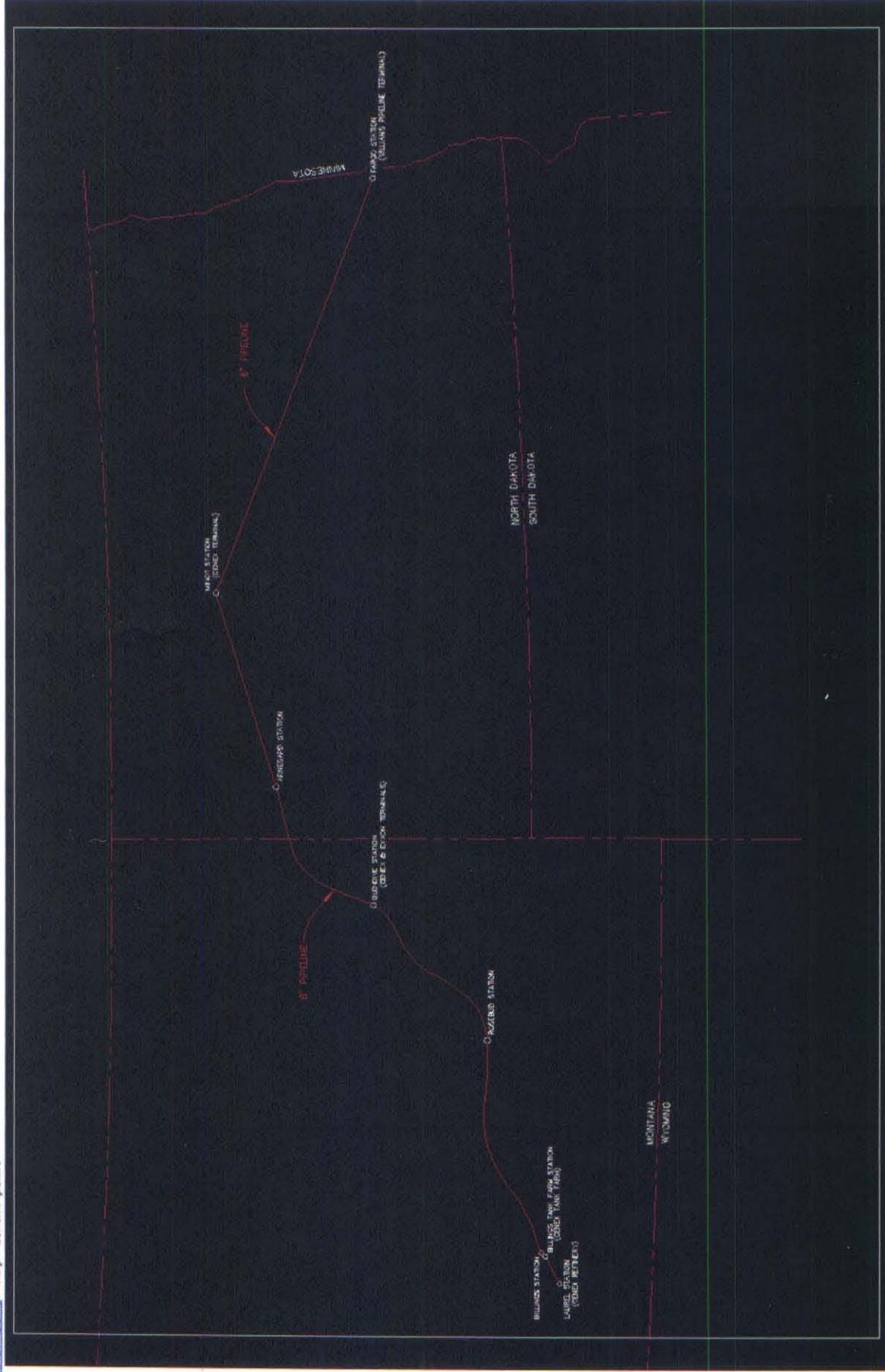
- 100339-1 DA062125512 753 Bernhardt Rd, Laurel
- 100341-7 DD79676439 2136 Lockwood Rd, Billings
- 100342-5 Laurel Refinery, Laurel
 - DA06183396
 - DA06183398
 - DA11667840
 - DA11667838
- 100622-0 DA06183393 Cenex Pump Station, NW of Raynesford, Raynesford

Let me know if you have questions or concerns.

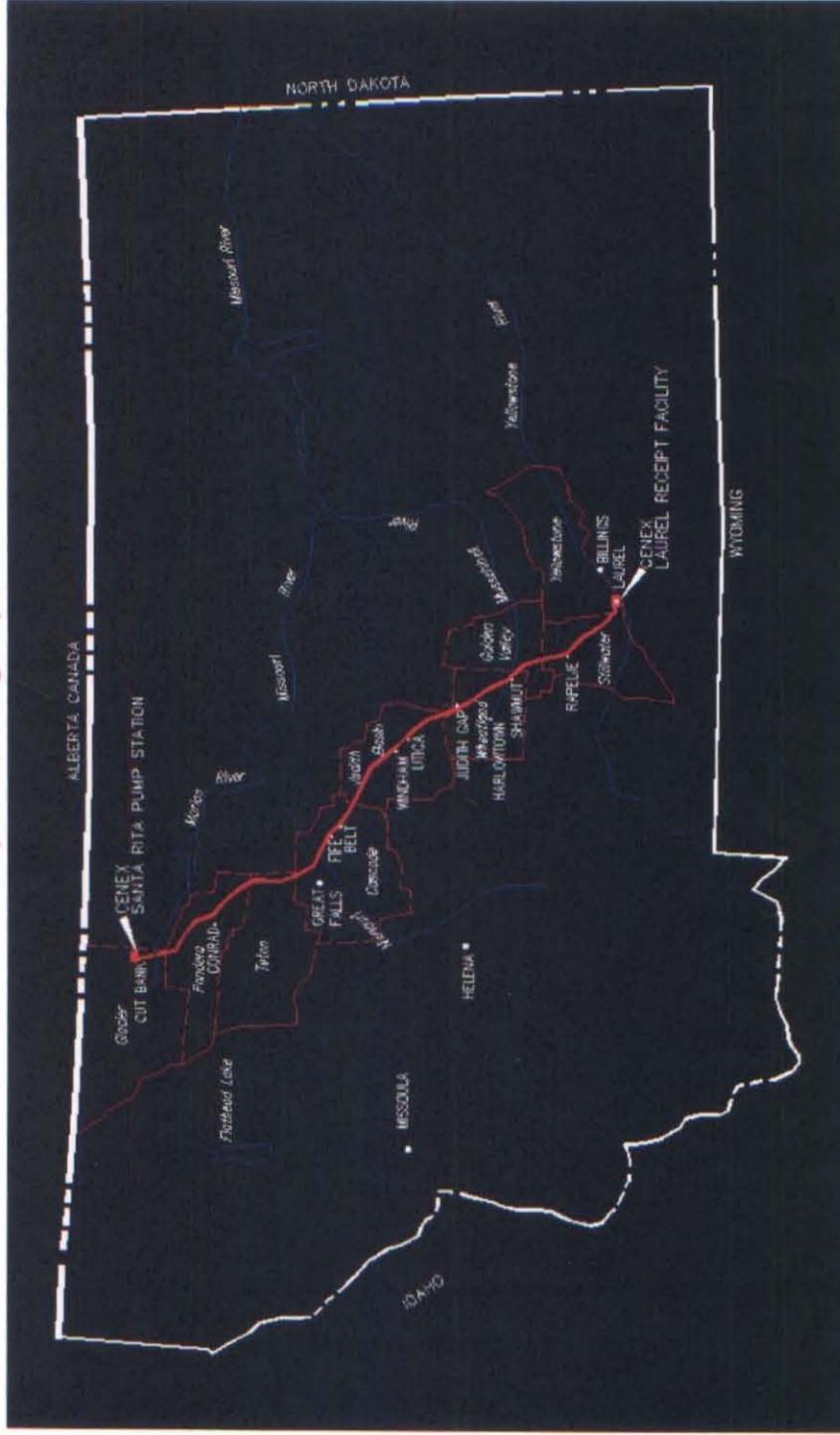
Thank you!!

Todd Tregidga
Retail Marketer
PPL Energy Plus, LLC
45 Basin Creek Road
Butte, MT 59701
Desk: 406-533-3453
Cell: 406-490-5384
Fax: 406-533-0208
Email: tdtregidga@pplweb.com

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.



Map - Front Range Pipeline



[Map - Front Range Pipeline](#) | [Tariffs](#)

MAR 1 2010

Mr. Daniel Knepper
President and Chief Operating Officer
Front Range Pipeline, LLC
803 Highway 212 South
P.O. Box 909
Laurel, MT 59044

Re: CPF No. 5-2009-5039

Dear Mr. Knepper:

Enclosed please find the Final Order issued in the above-referenced case. It makes findings of violation and specifies actions that need to be taken by Front Range Pipeline, LLC, to comply with the pipeline safety regulations. When the terms of the compliance order have been completed, as determined by the Director, Western Region, this enforcement action will be closed. Service of the Final Order by certified mail is deemed effective upon the date of mailing, or as otherwise provided under 49 C.F.R. § 190.5.

Thank you for your cooperation in this matter.

Sincerely,

Jeffrey D. Wiese
Associate Administrator
for Pipeline Safety

Enclosure

cc: Mr. Chris Hoidal, Director, Western Region, OPS
Mr. John Traeger, Manager, Pipelines and Terminals, Front Range Pipeline, LLC

CERTIFIED MAIL – RETURN RECEIPT REQUESTED [7009 1410 0000 2472 5040]

ATTACHMENT F

**U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
OFFICE OF PIPELINE SAFETY
WASHINGTON, D.C. 20590**

In the Matter of)	
)	
Front Range Pipeline, LLC,)	CPF No. 5-2009-5039
)	
Respondent.)	
)	

FINAL ORDER

On June 15 to 18, 2009, pursuant to 49 U.S.C. § 60117, a representative of the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), conducted an on-site pipeline safety inspection of the facilities and records of Front Range Pipeline, LLC (Front Range or Respondent), in Montana. Front Range is the operator of a hazardous liquid pipeline system that originates at the Canadian border and runs through the cities of Cut Bank and Laurel, Montana.

As a result of the inspection, the Director, Western Region, OPS (Director), issued to Respondent, by letter dated November 10, 2009, a Notice of Probable Violation and Proposed Compliance Order (Notice). In accordance with 49 C.F.R. § 190.207, the Notice proposed finding that Front Range had committed various violations of 49 C.F.R. Part 195 and proposed ordering Respondent to take certain measures to correct the alleged violations.

Front Range responded to the Notice by letter dated January 7, 2010 (Response). Respondent did not contest the allegations of violation. Front Range did not request a hearing and therefore has waived its right to one.

FINDINGS OF VIOLATION

In its Response, Front Range did not contest the allegations in the Notice that it violated 49 C.F.R. Part 195, as follows:

Item 1: The Notice alleged that Respondent violated 49 C.F.R. § 195.116, which states in relevant part:

§ 195.116 Valves.

Each valve installed in a pipeline system must comply with the following:

(a)

(e) Each valve other than a check valve must be equipped with a means for clearly indicating the position of the valve (open, closed, etc.).

In particular, the Notice alleged that Front Range violated § 195.116(e) because the positions of two valves at the Raynesford Pump Station, Valve #FR59 and Valve #FR63, were not clearly indicated at the time of the OPS inspection. Respondent did not contest this allegation of violation. Accordingly, based upon a review of all of the evidence, I find that Respondent violated 49 C.F.R. § 195.116(e) by failing to clearly indicate the positions of Valve #FR59 and Valve #FR63 at the time of the OPS inspection.

Item 2: The Notice alleged that Respondent violated 49 C.F.R. § 195.126, which states:

§ 195.126 Flange connection.

Each component of a flange connection must be compatible with each other component and the connection as a unit must be suitable for the service in which it is to be used.

The Notice alleged that Front Range violated § 195.126 because many of the studs on the flange connections of Valve #FR45A and Valve #FR45D at the Conrad Pump Station were not of sufficient length to allow the nuts to be fully threaded at the time of the OPS inspection. Respondent did not contest this allegation of violation. Accordingly, based upon a review of all of the evidence, I find that Respondent violated 49 C.F.R. § 195.126 by failing to ensure that each component of the flange connections at the Conrad Pump Station were compatible with each other component and that these connections as a unit were suitable for their intended use in service.

Item 3: The Notice alleged that Respondent violated 49 C.F.R. § 195.573, which states, in relevant part:

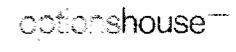
§ 195.573 What must I do to monitor external corrosion control?

(a) *Protected pipelines.* You must do the following to determine whether cathodic protection required by this subpart complies with § 195.571:

(1)

(2) Identify not more than 2 years after cathodic protection is installed, the circumstances in which a close-interval survey or comparable technology is practicable and necessary to accomplish the objectives of paragraph 10.1.1.3 of NACE Standard RP 0169 (incorporated by reference, *see* § 195.3).

The Notice alleged that Front Range violated § 195.573(a)(2) by failing to perform a close-interval (or comparable technological) survey or an analysis showing why such a survey was not necessary at the time of the OPS inspection. Respondent did not contest this allegation of violation. Accordingly, based upon a review of all of the evidence, I find that Respondent



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EXCERPTS ON THIS PAGE:

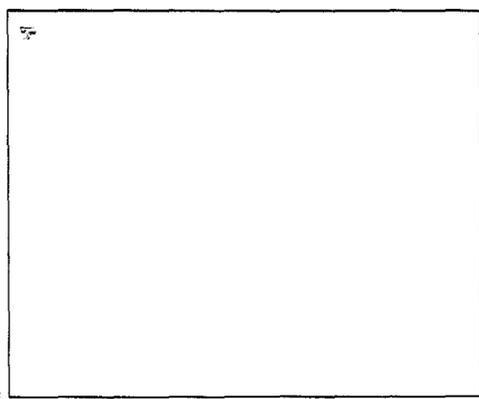
10-K (2 sections)	Nov 21, 2008
10-K	Nov 20, 2007
10-K	Nov 22, 2006

These excerpts taken from the CHSCP 10-K filed Nov 21, 2008.

Energy

Facilities in our Energy segment include the following, all of which are owned except where indicated as leased:

Refinery	Laurel, Montana
Propane terminals	Glenwood, Minnesota (operational) and Black Creek, Wisconsin (leased to another entity)
Transportation terminals/repair facilities	12 locations in Iowa, Kansas, Minnesota, Montana, North Dakota, South Dakota, Texas, Washington and Wisconsin, 3 of which are leased
Petroleum & asphalt terminals/storage facilities	11 locations in Montana, North Dakota and Wisconsin
Pump stations	11 locations in Montana and North Dakota
Pipelines:	
Cenex Pipeline, LLC	Laurel, Montana to Fargo, North Dakota
Front Range Pipeline, LLC	Canadian border to Laurel, Montana and on to Billings, Montana
Convenience stores/gas stations	76 locations in Idaho, Iowa, Minnesota, Montana, Nebraska, North Dakota, South Dakota, Washington and Wyoming, 20 of which are leased
Lubricant plants/warehouses	3 locations in Minnesota, Ohio and Texas, 1 of which is leased



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