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February 5, 2013

Via Federal Express

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

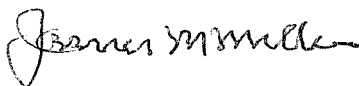
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FEB 06 2013
PUBLIC SERVICE
COMMISSION

Re: *In the Matter of: Application of Big Rivers Electric Corporation for Approval to Transfer Control of Transmission Line Easements, P.S.C. Case No. 2012-00487*

Dear Mr. DeRouen:

Enclosed are an original and eight copies of Big Rivers Electric Corporation's responses to Commission Staff's First Request for Information in the above referenced matter. Please feel free to contact me with any questions.

Sincerely yours,



James M. Miller

JMM/ej
Enclosures

cc: David Crockett
Travis Siewert

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BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF
TRANSMISSION LINE EASEMENT
CASE NO. 2012-00487**

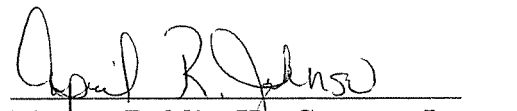
VERIFICATION

I, David G. Crockett, verify, state, and affirm that I prepared or supervised the preparation of my testimony filed with this Verification, and that testimony is true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.


David G. Crockett

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

SUBSCRIBED AND SWORN TO before me by David G. Crockett on this
the 4th day of February, 2013.



Notary Public, Ky. State at Large
My Commission Expires 8-9-14

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF
TRANSMISSION LINE EASEMENT
CASE NO. 2012-00487**

VERIFICATION

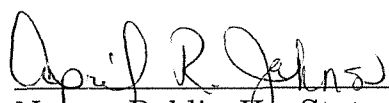
I, Ralph A. Ashworth, verify, state, and affirm that I prepared or supervised the preparation of my testimony filed with this Verification, and that testimony is true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.



Ralph A. Ashworth

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)


SUBSCRIBED AND SWORN TO before me by Ralph A. Ashworth on
this the 4th day of February, 2013.



Notary Public, Ky. State at Large
My Commission Expires 8-9-14

ORIGINAL



Your Touchstone Energy[®] Cooperative 

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

APPLICATION OF BIG RIVERS ELECTRIC)	Case No. 2012-00487
CORPORATION REGARDING TRANSFER OF)	
CONTROL OF TRANSMISSION LINE EASEMENT)	

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

FILED: February 6, 2013

ORIGINAL

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

February 6, 2013

1 **Item 1)** *How many easements or rights-of-way (“Easements”) did Big*
2 *Rivers secure for the Phase 2 transmission line located in Kentucky and*
3 *identified in the Memorandum of Understanding (“MOU”) between Big*
4 *Rivers and Southern Indiana Gas & Electric Co. d/b/a Vectren Energy*
5 *Delivery of Indiana, Inc. (“Vectren”) dated May 24, 2010?*

6

7 **Response)** Big Rivers secured nineteen Easements through direct negotiations
8 with landowners. Big Rivers acquired seven of these Easements without the
9 necessity of filing condemnation proceedings and the company acquired twelve
10 Easements after condemnation proceedings were instituted. Big Rivers also
11 acquired one temporary easement for purposes of construction without the
12 necessity of instituting condemnation proceedings. A third party vendor secured
13 eighteen Easements in favor of Big Rivers. In total, Big Rivers has secured thirty-
14 seven permanent Easements for the Line Phase 2 and one temporary easement for
15 purposes of construction.

16

17

18 **Witness)** David G. Crockett

19

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

February 6, 2013

1 **Item 2)** *Were the Easements secured in Big Rivers' name? If so,*
2 *explain in detail why Big Rivers, rather than Vectren, secured them?*

3

4 **Response)** With two exceptions, all Easements were secured in the name of Big
5 Rivers. The Easements were obtained in the name of Big Rivers because of the
6 obligation of Big Rivers under the MOU to acquire all necessary Easements for
7 the Kentucky portion of the Line Phase 2. One Easement was acquired in the
8 name of Vectren. The Easement acquired in the name of Vectren was obtained
9 from West Kentucky Regional Industrial Development Authority, Inc. This
10 Easement will be assigned by Vectren to Big Rivers, following which Big Rivers
11 proposes to assign to Vectren the necessary rights to construct, operate, and
12 maintain the electric transmission line Vectren has constructed on the Easement.

13 The second exception relates to a property purchased by Vectren in
14 fee simple (the "Fee Property"). With respect to the Fee Property, Big Rivers will
15 acquire an Easement from Vectren and then proposes to assign to Vectren the
16 rights necessary for Vectren to construct, operate, and maintain the electric
17 transmission line Vectren has constructed on the Fee Property. As set out in
18 response to Data Request 1, Big Rivers also secured Easements pursuant to the
19 institution of necessary condemnation proceedings against twelve landowners. All
20 of these condemnation actions have been settled and the landowners involved
21 have executed Easements in favor of Big Rivers.

22

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

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February 6, 2013

1 **Witness)** David G. Crockett

2

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

February 6, 2013

1 **Item 3)** *Were any of these Easements secured through condemnation?*
2 *If so, how many?*

3

4 **Response)** As set out in response to Item 2, Big Rivers instituted twelve
5 condemnation actions in order to secure Easements. Once the condemnation
6 actions were filed, all of them were settled, all Easements sought in the
7 condemnation proceedings were acquired as a part of the settlements, and the
8 underlying condemnation actions were dismissed.

9

10

11 **Witness)** David G. Crockett

12

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
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February 6, 2013

1 **Item 4)** *Were the property owners who granted Easements to Big*
2 *Rivers, whether or not voluntarily, made aware that Big Rivers was*
3 *securing the Easements on behalf of Vectren?*

4
5 **Response)** Yes. All property owners were made aware that Big Rivers was
6 securing the Easements, that Vectren would build the line on the Easements, and
7 that Vectren would obtain rights with respect to each of the Easements acquired.

8
9
10 **Witness)** David G. Crockett

11
12

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

February 6, 2013

1 **Item 5)** *Describe any rights associated with these Easements that Big*
2 *Rivers has granted Vectren for its use in construction, operation and*
3 *maintenance of the Line Phase 2 transmission line located in Kentucky.*

4
5 **Response)** Big Rivers has granted Vectren a Temporary Construction License
6 dated November 16, 2012, for purposes of construction of the Line Phase 2, as
7 described in the MOU, and for all reasonable, necessary, and incidental purposes
8 related to construction during the period beginning with the effective date of the
9 License and continuing until the License is terminated. An exact copy of the
10 Temporary Construction License is attached to this response.

11

12

13 **Witness)** David G. Crockett

14

TEMPORARY CONSTRUCTION LICENSE

This Temporary Construction License (the "License") is made and entered into effective as of the 16th day of November, 2012 ("Effective Date"), regardless of when executed, by and between **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky corporation, 201 Third Street, Henderson, Kentucky 42420 ("Big Rivers") and **SOUTHERN INDIANA GAS & ELECTRIC COMPANY, d/b/a VECTREN ENERGY DELIVERY OF INDIANA, INC.**, an Indiana corporation, One Vectren Square, Evansville, IN 47708 ("Vectren").

RECITALS

1. Effective May 24, 2010, Big Rivers entered into a Memorandum of Understanding (the "MOU") with Vectren pursuant to which Big Rivers agreed to acquire electric transmission line easements 150 feet in width for the construction, operation, and maintenance of a 345 kV electric transmission line to be constructed thereon (the "Line Phase 2") and in which Vectren agreed, among other things, to construct the Line Phase 2.
2. Big Rivers has acquired the easements necessary for the construction of the Line Phase 2 and Vectren has acquired a Certificate of Convenience and Necessity from the Kentucky Siting Board granting it the right to construct the Line Phase 2.
3. Pursuant to paragraph II. B. of the MOU, Big Rivers is required to grant Vectren rights for the construction, operation, and maintenance of the Line Phase 2.
4. Pursuant to an oral license granted to Vectren by Big Rivers, Vectren has commenced construction of the Line Phase 2 on the easements acquired by Big Rivers as permitted by the Kentucky Siting Board by merit of that certain Order dated December 21, 2010 in Case No. 2010-00223 (the "Siting Board Order").

5. The parties recognize and agree that Big Rivers may be required to obtain the approval of the Kentucky Public Service as a condition precedent to the transfer to Vectren of control of the easements described on Exhibit 1. The parties desire, however, to enter into a limited written license in favor of Vectren to construct the Line Phase 2 in advance of the preparation and delivery of the final conveyance of additional rights to Vectren pursuant to the MOU, such approval to construct having been heretofore obtained pursuant to the Siting Board Order.

SUBSTANTIVE PROVISIONS

NOW, THEREFORE, by agreement of the parties, and for a valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** Big Rivers grants to Vectren a License to occupy and use the easements acquired by Big Rivers pursuant to the requirements of the MOU for purposes of the construction of the Line Phase 2, as described in the MOU, and for all reasonable, necessary, and incidental purposes related to such construction during the period beginning with the Effective Date and continuing until this License is terminated as provided herein. The License herein granted also shall include the right of ingress and egress to and from such easements as therein described. A list of the properties with respect to which this License is granted is set forth on Exhibit 1, attached hereto and made a part hereof.

2. **TERMINATION.** This License shall terminate upon the execution and delivery to Vectren of a permanent conveyance of the rights to be conveyed to Vectren pursuant to the terms and conditions of the MOU, and conditioned upon the approval of such conveyance, if required, by the Kentucky Public Service Commission.

3. **INDEMNIFICATION.** Vectren agrees to indemnify and save harmless Big

Rivers, its officers, directors, employees and representatives, from any responsibility and liability for any and all claims, demands, losses, legal actions for personal injuries, including death, and property damage ("Claims") relating to (1) any activities conducted by Vectren, or its respective employees, agents, representatives, contractors, or subcontractors, pursuant to the license herein granted, (2) any failure of Vectren, or its respective employees, agents, representatives, contractors, or subcontractors, to comply with any laws, regulations, or ordinances, relative to the activities of Vectren, or its respective employees, agents, representatives, contractors, or subcontractors, pursuant to the license herein granted or relative to any fees, fines, penalties, or assessments levied against Big Rivers by reason of any activities undertaken by Vectren, or its respective employees, agents, representatives, contractors, or subcontractors, pursuant to the license herein granted, or (3) the acts or omissions of Vectren, or its respective employees, agents, representatives, contractors or subcontractors, in performing activities under this license or in performing the obligations or exercising the rights of Vectren as set forth in the MOU.

4. NOTICES.

a. Form and Place of Notice. Any official notice, request for approval or other document required or permitted to be given under this License shall be in writing, unless otherwise provided herein, and shall be deemed to have been sufficiently given when delivered in person, transmitted by facsimile or other electronic media, delivered to an established mail service for same day or overnight delivery, or dispatched in the United States mail, postage prepaid, for mailing by first class, certified, or registered mail, return receipt requested, and addressed as follows:

If to Big Rivers:

Big Rivers Electric Corporation
201 Third Street

Henderson, Kentucky 42420
Attn: Vice President of System Operations

If to Vectren:

Southern Indiana Gas & Electric Company,
d/b/a Vectren Energy Delivery of Indiana, Inc.
One Vectren Square
Evansville, IN 47708

Attn:

Robert Heidorn, General Counsel

b. **Change of Person or Address.** Any party may change the person or address specified above upon giving written notice to the other party of such change.

5. **MISCELLANEOUS.**

a. **Applicable Law.** This License shall be construed in accordance with the laws of the Commonwealth of Kentucky, and all questions of performance of obligations hereunder shall be determined in accordance with such laws, without regard to choice of law principles.

b. **Headings.** The paragraph headings appearing in this License are for convenience only and shall not affect the meaning or interpretation of this License.

c. **Waiver.** The failure of either party to insist on strict performance of any provision of this License, or to take advantage of any rights hereunder, shall not be construed as a waiver of such provision or right.

d. **Remedies Cumulative.** Remedies provided under this License shall be cumulative and in addition to other remedies provided under this License or by law or in equity.

e. **Severability.** If any provision of this License is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute

provision.

f. Binding Effect. This License shall bind and inure to the benefit of the parties and their successors and assigns.

g. Assignment. Neither party may assign this License or any rights or obligations hereunder without the prior written consent of the other party.

h. Entire Agreement. This License contains the entire agreement between the parties as to the License herein granted, and there are no representations, understandings or agreements, oral or written, which are not included herein.

i. Amendments. Except as otherwise provided herein, this License may not be amended, supplemented or otherwise modified except by written instrument signed by both parties hereto.

j. Disclaimer of Warranties. Other than those expressly set forth herein, Big Rivers makes no representations or warranties, written or oral, express or implied, in connection with the grant of this License, and all warranties of merchantability and/or fitness are hereby excluded.

k. MOU Remains in Effect. This License shall not alter, amend, change, or modify the obligations of Big Rivers and Vectren under the MOU and it shall remain in full force and effect.

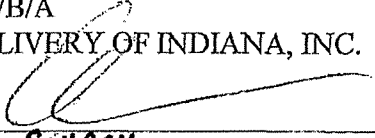
IN WITNESS WHEREOF, the parties have caused this License to be executed effective as of the Effective Date.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Zala

Title: President & CEO

SOUTHERN INDIANA GAS & ELECTRIC
COMPANY, D/B/A
VECTREN DELIVERY OF INDIANA, INC.

By: 

Title: ERIC SCHACH
VICE PRESIDENT

BIG RIVERS ELECTRIC CORPORATION/VECTREN

PARCEL #	OWNER	RECORDING INFORMATION FOR EASEMENTS
KY-17; KY-18	Franklin David Carrier, Jr. and Carl Richard Carrier	Deed Book 587 Page 239-245
KY-21	Carrie L. Sellars and Collin L. Sellars	Deed Book 587 Page 250-261
KY-23	Thomas C. Logan Children's Trust and Mark B. Logan Children's Trust	Deed Book 588 Page 427-429
KY-24	George M. Mattingly, III and Stephen E. Mattingly	Deed Book 586 Page 550-553
KY-25	Sharon T. Cates	Deed Book 586 Page 763-766
KY-26	Judy Nelson Farms, LLC	Deed Book 586 Page 81-84
KY-27	Horace E. Jenkins and Mary Ina Jenkins, husband and wife	Deed Book 589 Page 966-983
KY-28	Stagg Industrial Development, Inc.	Deed Book 590 Page 613-625
KY-29	Horace E. Jenkins and Mary Ina Jenkins, husband and wife (See Tab 7 for Easement)	Deed Book 589 Page 966-983
KY-30, KY-31	Stephen Reed and Janna C. Reed	Deed Book 590 Page 657-669
KY-32	Horace E. Jenkins and Mary Ina Jenkins, husband and wife (See Tab 7 for Easement)	Deed Book 589 Page 966-983
KY-33	Mr. H. Glenn Williams, Trustee H. Glenn Williams Family Living Trust	Deed Book 586 Page 947-954

Blumberg No. 5205

EXHIBIT

KY-34	Denton Farms of Henderson County	Deed Book 584 Page 664-667
KY-35	Eric N. Denton	Deed Book 584 Page 668-671
KY-36	Rodger Brown	Deed Book 584 Page 121-124
KY-37	Leo King Heirs	Deed Book 589 Page 984-993
KY-38	Delnoe Brock and Fay Brock	Deed Book 586 Page 554-557
KY-39	Greg Crowder and Jennifer Crowder	Deed Book 584 Page 559-562
KY-40	Alice F. Love f/k/a Alice F. Koonce	Deed Book 584 Page 676-679
KY-41	Billy and Beverly Miller	Deed Book 584 Page 672-675
KY-42	Margaret Keach	Deed Book 589 Page 958-965
KY-43	Willie McLaren, LLC	Deed Book 591 Page 10-17
KY-44	Cordella A. Pullum	Deed Book 584 Page 112-116
KY-45	Terrell W. Holt and Sondra E. Holt, husband and wife	Deed Book 588 Page 430-436
KY-46	J.A. Edwards Trust	Deed Book 588 Page 437-443

KY-47	Cecil B. Busby Estate	Deed Book 583 Page 659-663
KY-48	The Florence Marie Griffin Trust c/o W.C. Wilson, III, Esq.	Deed Book 590 Page 1-9
KY-49	Presbyterian Church of Henderson	Deed Book 585 Page 279-285
KY-50	KB Alloys	Deed Book 590 Page 58-65
KY-51	Tyson Foods, Inc./Henderson County	Deed Book 591 Page 368-377
KY-52	West Kentucky Regional Industrial Development Authority, Inc.	Deed Book 283 Page 63-70
KY-54	Big Rivers Electric Corporation	
KY-63	Leo Frederick Mattingly, Jr. and Mark Christopher Mattingly	Deed Book 587 Page 246-249
KY-64	James C. Ellis Estate	Deed Book 582 Page 473-477
KY-64	Guadalupe V. Ellis, Sally L. Ellis, Bridgett R. Mattingly, and James C. Ellis, Iv and Vicki Ellis	Deed Book 589 Page 139-145
KY-66	Dannlin, LLC	Deed Book 590 Page 603-612
KY-67	Douglas M. Hall and Emily T. Hall	Deed Book 584 Page 117-120
KY-68	Coudret Properties, Inc.	Deed Book 590 Page 974-981

KY-69	Henry J. Wolf	Deed Book 590 Page 647-653
KY-70	Vectren (Fire Station)	
KY-71	Ida Mae Mattingly	Deed Book 586 Page 546-549

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

February 6, 2013

1 **Item 6)** *What interests does Big Rivers intend to retain in these*
2 *Easements if this application is approved?*

3

4 **Response)** If the application is approved, or if the Commission determines that
5 no approval of the application is necessary, Big Rivers intends to retain legal title
6 to the Easements together with the right of first refusal to purchase the Kentucky
7 portion of the Line Phase 2 pursuant to the terms and conditions described in the
8 MOU.

9

10

11 **Witness)** David G. Crockett

12

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
dated January 31, 2013**

February 6, 2013

1 **Item 7)** *Provide all accounting entries recorded on Big Rivers' books*
2 *and records relating to the acquisition of, and the payment and*
3 *reimbursement for, the Easements.*

4
5 **Response)** Big Rivers will make a memo entry to the property records to
6 recognize its ownership of the Easements acquired at zero value (no cost to Big
7 Rivers). There were no payments funded upfront by Big Rivers and, therefore, no
8 reimbursements received from Vectren. All funding of the Easements acquired by
9 Big Rivers were paid for with checks drawn on Vectren.

10 As explained in Section 9 of the Application in this proceeding, the
11 MOU between Vectren and Big Rivers provides that Big Rivers will acquire and own, at no
12 cost to Big Rivers, the Easements associated with the Kentucky portion of Line Phase 2 of
13 Vectren's 345 kV transmission line. In accordance with RUS Bulletin 1767 B-1, *Uniform*
14 *System of Accounts*, Section 1767.16(b)(4), Big Rivers and its auditors (KPMG)
15 have concluded that the easements recorded in Big Rivers' name, as owner, should
16 be reflected on Big Rivers' books at zero value since (i) there was no cost to Big
17 Rivers, (ii) Big Rivers did not incur initial funding for the Easements, (iii) Vectren
18 contributed all the required funding upfront, with none of the funds flowing
19 through Big Rivers. Big Rivers will document in its property records that it owns
20 the Easements associated with the Kentucky portion of Line Phase 2 of Vectren's
21 345 kV transmission line, and will record the Easements at zero value therein.

22

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT**

CASE NO. 2012-00487

**Response to the Commission Staff's
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dated January 31, 2013**

February 6, 2013

1

2 **Witness)** Ralph A. Ashworth

3

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

**Response to the Commission Staff's
Initial Request for Information
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February 6, 2013

1 **Item 8)** *Who issued the checks to the landowners for the Easements*
2 *granted to Big Rivers? On whose behalf?*

3

4 **Response)** Vectren, or its third party vendor as agent for Vectren, issued all
5 checks to landowners for the Easements granted to Big Rivers and issued the
6 check for the temporary construction easement granted to Big Rivers. All checks
7 were issued on behalf of Vectren, pursuant to Vectren's obligations under the
8 MOU to pay for all the costs of the Kentucky portion of the Line Phase 2,
9 including, but not limited to, the cost of acquiring all necessary easements in the
10 name of Big Rivers.

11

12

13 **Witness)** David G. Crockett

14

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
REGARDING TRANSFER OF CONTROL OF TRANSMISSION LINE
EASEMENT
CASE NO. 2012-00487**

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1 **Item 9)** *Provide a detailed explanation, including the process followed*
2 *and an identification of the Uniform System of Account numbers, for why*
3 *and how Big Rivers recorded these Easements in its accounting records.*

4

5 **Response)** Please see response to Item 7.

6

7

8 **Witness)** Ralph A. Ashworth

9