

BOEHM, KURTZ & LOWRY

ATTORNEYS AT LAW
36 EAST SEVENTH STREET
SUITE 1510
CINCINNATI, OHIO 45202
TELEPHONE (513) 421-2255
TELECOPIER (513) 421-2764

RECEIVED

JUN 30 2014

PUBLIC SERVICE
COMMISSION

Via Overnight Mail

June 27, 2014

Mr. Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

Re: **Case No. 2014-00134**

Dear Mr. Derouen:

Please find enclosed the original and ten (10) copies of KENTUCKY INDUSTRIAL UTILITY CUSTOMERS, INC.'s FIRST SET OF DATA REQUESTS TO BIG RIVERS ELECTRIC CORPORATION for filing in the above-referenced matter.

By copy of this letter, all parties listed on the Certificate of Service have been served. Please place these documents of file.

Very Truly Yours,



Michael L. Kurtz, Esq.
Kurt J. Boehm, Esq.
Jody Kyler Cohn, Esq.

BOEHM, KURTZ & LOWRY

MLKkew
Attachment

cc: Certificate of Service
Quang Nyugen, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by electronic mail (when available) and by regular, U.S. mail, unless other noted, this 27th day of June, 2014 to the following:



Michael L. Kurtz, Esq.

Kurt J. Boehm, Esq.

Jody Kyler Cohn, Esq.

James M Miller, Esq.
Tyson Kamuf, Esq.
Sullivan, Mountjoy, Stainback & Miller, PSC
100 St. Ann Street
P.O. Box 727
Owensboro, KY 42302-0727

Jennifer B Hans
Lawrence W. Cook
Assistant Attorney General's Office
1024 Capital Center Drive, Ste. 200
Frankfort, KY 40601-8204

Angela M Goad
Assistant Attorney General
Office of the Attorney General Utility & Rate
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601-8204

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUN 30 2014

PUBLIC SERVICE
COMMISSION

IN THE MATTER OF: BIG RIVERS ELECTRIC CORPORATION'S :
FILING) OF WHOLESALE CONTRACTS PURSUANT TO KRS : Case No. 2014-00134
278.180 AND 807 KAR 5:011 §13 :

KENTUCKY INDUSTRIAL UTILITY CUSTOMERS, INC.'s
FIRST SET OF DATA REQUESTS
TO
BIG RIVERS ELECTRIC CORPORATION

Michael L. Kurtz, Esq.
Kurt J. Boehm, Esq.
Jody Kyler Cohn, Esq.
BOEHM, KURTZ & LOWRY
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
Ph: (513) 421-2255 Fax: (513) 421-2764
E-Mail: MKurtz@BKLawfirm.com
KBoehm@BKLawfirm.com
JKylerCohn@BKLawfirm.com

**COUNSEL FOR KENTUCKY INDUSTRIAL
UTILITY CUSTOMERS, INC.**

June 27, 2014

DEFINITIONS

- 1 "Document(s)" is used in its customary broad sense and includes electronic mail and all written, typed, printed, electronic, computerized, recorded or graphic statements, memoranda, reports, communications or other matter, however produced or reproduced, and whether or not now in existence, or in your possession.
- 2 "Correspondence" is used in its customary broad sense and includes electronic email, including all attachments, and all written mail, messages and communications between the persons or parties named in the request.
- 3 "Study" means any written, recorded, transcribed, taped, filmed, or graphic matter, however produced or reproduced, either formally or informally, a particular issue or situation, in whatever detail, whether or not the consideration of the issue or situation is in a preliminary stage, and whether or not the consideration was discontinued prior to completion whether preliminary or final, and whether or not referred to in Big Rivers' direct testimony.
- 4 If any document requested herein was at one time in existence, but has been lost, discarded or destroyed, identify such document as completely as possible, including the type of document, its date, the date or approximate date it was lost, discarded or destroyed, the identity of the person (s) who last had possession of the document and the identity of all persons having knowledge of the contents thereof.
- 5 "Person" means any natural person, corporation, professional corporation, partnership, association, joint venture, proprietorship, firm, or the other business enterprise or legal entity.
- 6 A request to identify a natural person means to state his or her full name and residence address, his or her present last known position and business affiliation at the time in question.
- 7 A request to identify a document means to state the date or dates, author or originator, subject matter, all addressees and recipients, type of document (e.g., letter, memorandum, telegram, chart, etc.), number of code number thereof or other means of identifying it, and its present location and custodian. If any such document was, but is no longer in the Company's possession or subject to its control, state what disposition was made of it.
- 8 A request to identify a person other than a natural person means to state its full name, the address of its principal office, and the type of entity.
- 9 "And" and "or" should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.
- 10 "Each" and "any" should be considered to be both singular and plural, unless specifically stated otherwise.
- 11 Words in the past tense should be considered to include the present, and words in the present tense include the past, unless specifically stated otherwise.
- 12 "You" or "your" means the person whose filed testimony is the subject of these interrogatories and, to the extent relevant and necessary to provide full and complete answers to any request, "you" or "your" may be deemed to include any person with information relevant to any interrogatory who is or was employed by or otherwise associated with the witness or who assisted, in any way, in the preparation of the witness' testimony.
- 13 "The Company" means Big Rivers Electric Corporation.
- 14 "Nebraska entities" means the entities that Big Rivers has entered into contracts with in Nebraska. These entities include, but may not be limited to, Northeast Nebraska Public Power District and the City of Wakefield, NE and the City of Wayne, NE.
- 15 "Nebraska contracts" means the purchase power agreements and any other agreements entered into by Big Rivers with the Nebraska entities that are on file with the Commission in this proceeding.

INSTRUCTIONS

1. If any matter is evidenced by, referenced to, reflected by, represented by, or recorded in any document, please identify and produce for discovery and inspection each such document.
2. These interrogatories are continuing in nature, and information which the responding party later becomes aware of, or has access to, and which is responsive to any request is to be made available to Kentucky Industrial Utility Customers. Any studies, documents, or other subject matter not yet completed that will be relied upon during the course of this case should be so identified and provided as soon as they are completed. The Respondent is obliged to change, supplement and correct all answers to interrogatories to conform to available information, including such information as it first becomes available to the Respondent after the answers hereto are served.
3. Unless otherwise expressly provided, each interrogatory should be construed independently and not with reference to any other interrogatory herein for purpose of limitation.
4. The answers provided should first restate the question asked and also identify the person(s) supplying the information.
5. Please answer each designated part of each information request separately. If you do not have complete information with respect to any interrogatory, so state and give as much information as you do have with respect to the matter inquired about, and identify each person whom you believe may have additional information with respect thereto.
6. In the case of multiple witnesses, each interrogatory should be considered to apply to each witness who will testify to the information requested. Where copies of testimony, transcripts or depositions are requested, each witness should respond individually to the information request.
7. The interrogatories are to be answered under oath by the witness(es) responsible for the answer.
8. Responses to requests for revenue, expense and rate base data should provide data on the basis of Total Company as well as Intrastate data, unless otherwise requested.

**FIRST SET OF DATA REQUESTS OF
KENTUCKY INDUSTRIAL UTILITY CUSTOMERS, INC.
TO BIG RIVERS ELECTRIC CORPORATION
Case No. 2014-00134**

- Q.1-1. Please provide the following information, as it existed at the time that Big Rivers' entered into the contracts with the Nebraska entities. Provide all supporting documents and the Company's assumptions and calculations, including electronic spreadsheets with formulas intact:
- a) the Company's projection of the revenues, expenses, and margins associated with each of the contracts submitted in this proceeding by month with calendar year totals over the full term of the contracts. Further separate the projected expenses into fuel, purchased power, production O&M, transmission O&M, and other expenses, all by RUS O&M/A&G expense account. Provide all assumptions, data, computations, and electronic spreadsheets with formulas intact.
 - b) the Company's projection of the revenues, expenses, and margins associated with sales into the MISO markets for the equivalent loads and related losses represented by each of the contracts submitted in this proceeding by month with calendar year totals over the full term of the contracts. Further separate the projected expenses into fuel, purchased power, production O&M, transmission O&M, and other expenses, all by RUS O&M/A&G expense account. Provide all assumptions, data, computations, and electronic spreadsheets with formulas intact.
 - c) a copy of the Big Rivers financial model.
 - d) the ACES production cost model for Big Rivers.
 - e) Big Rivers' projection of future MISO capacity and energy prices.
 - f) a copy of all workpapers and analyses used by Big Rivers in evaluating each of the contracts, including all electronic spreadsheets with formulas intact and no pasted-in values. If there are input values, then provide the source for those values and a copy of all source.
- Q.1-2. Please provide the most recent version of the following information. Provide all supporting documents and the Company's assumptions and calculations, including electronic spreadsheets with formulas intact:
- a) the Company's projection of the revenues, expenses, and margins associated with each of the contracts submitted in this proceeding by month with calendar year totals over the full term of the contracts. Further separate the projected expenses into fuel, purchased power, production O&M, transmission O&M, and other expenses, all by RUS O&M/A&G expense account. Provide all assumptions, data, computations, and electronic spreadsheets with formulas intact.
 - b) the Company's projection of the revenues, expenses, and margins associated with sales into the MISO markets for the equivalent loads and related losses represented by each of the contracts submitted in this proceeding by month with calendar year totals over the full term of the contracts. Further separate the projected expenses into fuel, purchased power, production O&M, transmission O&M, and other expenses, all by RUS O&M/A&G expense account. Provide all assumptions, data, computations, and electronic spreadsheets with formulas intact.
 - c) a copy of the Big Rivers financial model.
 - d) the ACES production cost model for Big Rivers.

- e) Big Rivers' projection of future MISO capacity and energy prices.
 - f) a copy of all workpapers and analyses used by Big Rivers in evaluating each of the contracts, including all electronic spreadsheets with formulas intact and no pasted-in values. If there are input values, then provide the source for those values and a copy of all source.
- Q.1-3. Please provide any cost/benefit analysis conducted by Big Rivers or a consultant hired by Big Rivers used to evaluate the contracts. Provide the Company's assumptions and calculations, including electronic spreadsheets with formulas intact.
- Q.1-4. Please provide the Company's planned capital expenditures by generating unit broken down between MATS, each other major environmental requirement, all other environmental requirements, and all other non-environmental costs by month from June of 2014 through the end of the term of the contracts.
- Q.1-5. Is Big Rivers aware of any other investor owned utility or electric cooperative that has entered into a long-term contract in which the price for power was not set at an increment above the seller's costs, but instead at a decrement below a third-party utility's cost? If yes, please provide all information and documentation that Big Rivers' possesses regarding such contracts.
- Q.1-6. Please indicate whether the Nebraska load will be subject to MISO Schedule 26-A charges.
- a) If so, then please indicate whether these charges will be passed on to the Nebraska entities or if they will be retained by Big Rivers. Cite to the relevant portions of the contracts.
 - b) If so, then please describe the effect(s), obligations, and costs that will be imposed on Big Rivers if the Commission approves these contracts. Address whether these effects, obligations and costs will extend beyond the terms of the contracts.
- Q.1-7. Provide a copy of all correspondence and documents between BREC and the Nebraska entities since January 1, 2013.
- Q.1-8. Provide a copy of all correspondence internally within BREC concerning the Nebraska contracts.
- Q.1-9. Provide copies of all reports or presentations that have been prepared by BREC since January 1, 2013, for use by or presentation to its Board of Directors and/or the Board of Directors of BREC's member co-ops.
- Q.1-10. Provide a copy of all correspondence and documents between BREC and ACES concerning the Nebraska contracts since January 1, 2013.

Respectfully submitted,



Michael L. Kurtz, Esq.
Kurt J. Boehm, Esq.
Jody Kyler Cohn, Esq.
BOEHM, KURTZ & LOWRY
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
Ph: (513) 421-2255 Fax: (513) 421-2764
E-Mail: MKurtz@BKLawfirm.com
KBoehm@BKLawfirm.com
JKylerCohn@BKLawfirm.com

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UTILITY CUSTOMERS, INC.**

June 27, 2014