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February 14, 2013

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

RECEIVED

FEB 14 2013

PUBLIC SERVICE
COMMISSION

David C. Brown
(502) 681-0421
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dbrown@stites.com

RE: Application of Big Rivers Electric Corporation for an Adjustment of Rates;
Case No. 2012-00535

Dear Mr. Derouen:

Please find enclosed for filing the original and ten (10) copies of an Initial Request for Information of Alcan Primary Products Corporation in the above-referenced matter. I have served copies on the parties listed on the Certificate of Service.

Please call if you have any questions.

Very truly yours,


David C. Brown

DCB/dab

Enclosure

cc: Counsel of Record

AL080.0AL11.912928.5:LOUISVILLE

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In The Matter of:

**APPLICATION OF BIG RIVERS ELECTRIC)
CORPORATION FOR A GENERAL)
ADJUSTMENT OF RATES)**

CASE NO. 2012-00535

RECEIVED

FEB 14 2013

**INITIAL REQUEST FOR INFORMATION
OF
ALCAN PRIMARY PRODUCTS CORPORATION**

**PUBLIC SERVICE
COMMISSION**

Alcan Primary Products Corporation requests the applicant, Big Rivers Electric Corporation, to respond to the Initial Request for Information in accordance with the Order of Procedure entered herein.

DEFINITIONS

1. "Document(s)" is used in its customary broad sense and includes all written, typed, printed, electronic, computerized, recorded or graphic statements, communications or other matter, however produced or reproduced, and whether or not now in existence, or in your possession.

2. 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.

3. "You" or "your" means the person whose filed testimony is the subject of these requests 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

request 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.

4. "Big Rivers" means Big Rives Electric Corporation, and/or any of its officers, directors, employees or agents who may have knowledge of the particular matter addressed.

6. "Alcan" means Alcan Primary Products Corporation.

7. "Alcan Notice of Termination" means the January 31, 2013 notice by Alcan to terminate the Retail Electric Service Agreement dated July 1, 2009 between Alcan and Kenergy Corp.

8. "RUS" means the United States of America acting by and through the Administrator of the Rural Utilities Service.

9. "CFC" means the National Rural Utilities Cooperative Finance Corporation, and its affiliates.

10. "CoBank" means CoBank, ACB, as Administrative Agent.

11. "MRSM" means the Member Rate Stability Mechanism contained in Big Rivers' tariffs.

12. "RUS Loan Agreement" means the Amended and Consolidated Loan Contract dated as of July 16, 2009 between Big Rivers and RUS.

13. "Century" means Century Aluminum of Kentucky General Partnership, and its affiliates.

INSTRUCTIONS

1. The Requests shall be deemed continuing so as to require prompt further and supplemental production if at any time during this proceeding in the event you locate or obtain possession, custody or control of additional responsive documents.

2. Any studies, documents, or other subject matter not yet completed that will be relied upon during the course of this proceeding should be provided as soon as they are completed. You are obliged to change, supplement and correct all answers to these Requests to conform to available information, including such information as it first becomes available to you after the answers hereto are served.

3. Unless otherwise expressly provided, each Request should be construed independently and not with reference to any other Request herein for purpose of limitation.

4. The answers should 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 Request, 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. If any document or response is objected to on the basis of privilege, please provide the legal basis for the objection, the date of the document, the author and the persons to whom the document was distributed.

Initial Set of Data Requests of Alcan Primary Products Corporation.

1. Section 4.23 of the RUS Loan Agreement requires Big Rivers to maintain two credit ratings of Investment Grade.

(a) Please state whether Big Rivers is in compliance with Section 4.23. If Big Rivers is not in compliance, please provide when available a copy of the written corrective plan to the RUS as required by Section 4.23(c) of the RUS Loan Agreement.

(b) If Big Rivers is not in compliance, please provide the steps RUS has taken, if any, to exercise its rights under the lockbox facility pursuant to Section 4.12 of the RUS Loan Agreement.

This is a continuing request for Big Rivers to update its response at such time or times as may be necessary.

2. Please provide copies of all communications with the accounting firm conducting the Big Rivers 2012 annual audit concerning preparation of the audit report for 2012.

3. Exhibit 1 (confidential) to the Direct Testimony of Witness Berry provides the current outage schedule for Big Rivers' generating units. Since the filing of the Application, Big Rivers has amended its Application in KPSC Case No. 2012-00492 and Alcan has given Notice of Termination.

(a) Has Big Rivers modified the outage schedule or does Big Rivers presently intend to modify the outage schedule as a result of either of those two events? If your answer is Yes, please provide the revised Exhibit 1 and explain the reasons for such modification.

(b) Has Big Rivers modified or does it intend to modify the amount of routine non-outage O&M referenced in Berry Direct Testimony, page 16, lines 12-13 (confidential) as a

result of either of those two events. If your answer is Yes, please explain the modifications and the reasons therefor.

4. Reference the Direct Testimony of Witness Bailey, page 12, lines 6-8, that Big Rivers does not expect its mitigation efforts to materialize for at least three years; Witness Berry, page 20, lines 1-4, that off-system sales will not be an effective mitigation method for the next few years; and Witness Berry, page 21, lines 9-10, that Big Rivers' mitigation efforts will require three to four years to come to full fruition. Since the filing of the Application, Alcan has provided Big Rivers with Notice of Termination.

(a) Has the Alcan Notice of Termination resulted in any new mitigation plans, strategies or efforts by Big Rivers?

(b) Has any event occurred since the filing of the Application that would cause either Witnesses Bailey or Berry to amend the above testimony.

5. Does Big Rivers believe it necessary to update, or does Big Rivers intend to update, any of its Direct Testimony or Exhibits, including the Financial Model attached to the Direct Testimony of Witness Siewert, or the inputs to the forecasted test period, because of either (i) the Alcan Notice of Termination or (ii) Big Rivers retiring the \$58.8 million pollution control bonds due June 1, 2013 with funds obtained from sources other than marketing new bonds. If your answer is Yes, please explain fully and provide the updated information.

6. Since the 2012 refinancing was completed, has Big Rivers had formal or informal discussions, or does it presently intend to have such discussions, with RUS, CoBank or CFC concerning the restructuring of any of its long term debt. If your answer is Yes, please provide any and all documents reflecting those discussions including summaries of informal discussions. If your answer is No, please explain why Big Rivers would not initiate such discussions given its "precarious financial position" (Bailey Direct Testimony, page 7)?

7. Reference the Direct Testimony of Witness Crocket, page 10, lines 8-10. Please confirm and explain the process by which Big Rivers can export 850 megawatts prior to completion of the Phase 2 Transmission Project in 2014-15.

8. Is Big Rivers in active negotiations with CFC or CoBank to renegotiate the terms and conditions of the respective revolving credit agreements? Please describe in detail the status of those negotiations and provide copies of all communications with CFC or CoBank on this subject since August 20, 2012?

9. Please provide copies of all communications with RUS, CFC or CoBank regarding the Alcan Notice of Termination.

10. Is Big Rivers in active negotiations with CoBank regarding the proposed three year term loan to fund capital expenditures under its Environmental Compliance Plan? Please describe in detail the status of those negotiations and provide copies of all communications with CoBank on this subject since December 31, 2012?

11. Tab 29 of the Application (confidential) presents Big Rivers' Capital Construction budget for years 2013-15 including the start and completion dates of each project. Please explain if the stated start date for the 2013 project is correct; the manner by which Big Rivers intends to finance the 2013 capital expenditure; and whether such financing will be in place by the stated start date.

12. Please provide the projected overall dollar and percentage rate increase to the residential, commercial and industrial classes factoring in both the loss of the Century load on or about August 20, 2013 and the loss of the Alcan load on or about January 31, 2014. Your answer should include the increase both net and gross of the MRSM.

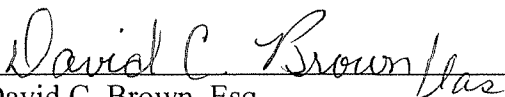
13. Please reference the Direct Testimony of Witness Richert, page 29, lines 20-22. Has Big Rivers made a determination whether termination of the Century wholesale and retail

agreement coupled with the termination of the Alcan wholesale and retail agreement will have a Material Adverse Effect under Section 4.09(f) of the RUS Loan Agreement? Please provide all documents reflecting (i) communications with the RUS and (ii) internal communications within Big Rivers management and Board of Directors on that subject. If the determination has not been made, when is Big Rivers required or intends to make such determination?

14. Please provide all documents generated since the filing of the Application concerning the potential exercise by RUS of the lockbox facility under Section 4.12 of the RUS Loan Agreement.

15. Please provide the unaudited financial statement of Big Rivers for 2012 with a comparison against the 2012 budget and with an explanation for the causes of each variance in revenue and the major components of operating expense.

16. Has Big Rivers considered, or does it intend to consider, the sale of any of its generating assets as part of its mitigation plan? If your answer is No, please provide a statement of Big Rivers' rationale for this position. If your answer is Yes, please provide all documents reflecting this subject within Big Rivers management and its Board of directors and with outside advisors.


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**Counsel for Alcan Primary Products
Corporation**

CERTIFICATE

I hereby certify that the foregoing Initial Set of Data Requests of Alcan Primary Products Corporation has been served on the following persons by electronic mail and/or by depositing same in the United States this the 14th day of February, 2013.

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