

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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JUN 27 2014

PUBLIC SERVICE
COMMISSION

In the Matter of:

BIG RIVERS ELECTRIC CORPORATION FILING) CASE NO.
OF WHOLESALE CONTRACTS PURSUANT TO) 2014-00134
KRS 278.180 and KAR 5:011 § 13)

ATTORNEY GENERAL'S INITIAL DATA REQUESTS
PUBLIC REDACTED VERSION

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Initial Requests for Information to Big Rivers Electric Corporation [hereinafter referred to as "Big Rivers"] to be answered by the date specified in the Commission's Order of Procedure, and in accord with the following:

(1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate request item will be deemed a satisfactory response.

(2) Please identify the witness who will be prepared to answer questions concerning each request.

(3) Please repeat the question to which each response is intended to refer. The Office of the Attorney General can provide counsel for Big Rivers with an electronic version of these questions, upon request.

(4) These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information

within the scope of these requests between the time of the response and the time of any hearing conducted hereon.

(5) Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

(6) If you believe any request appears confusing, please request clarification directly from Counsel for the Office of Attorney General.

(7) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

(8) To the extent that any request may be answered by way of a computer printout, please identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

(9) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, please notify the Office of the Attorney General as soon as possible.

(10) As used herein, the words "document" or "documents" are to be construed broadly and shall mean the original of the same (and all non-identical copies or drafts thereof) and if the original is not available, the best copy available. These terms shall include all information recorded in any written, graphic or other tangible form and

shall include, without limiting the generality of the foregoing, all reports; memoranda; books or notebooks; written or recorded statements, interviews, affidavits and depositions; all letters or correspondence; telegrams, cables and telex messages; contracts, leases, insurance policies or other agreements; warnings and caution/hazard notices or labels; mechanical and electronic recordings and all information so stored, or transcripts of such recordings; calendars, appointment books, schedules, agendas and diary entries; notes or memoranda of conversations (telephonic or otherwise), meetings or conferences; legal pleadings and transcripts of legal proceedings; maps, models, charts, diagrams, graphs and other demonstrative materials; financial statements, annual reports, balance sheets and other accounting records; quotations or offers; bulletins, newsletters, pamphlets, brochures and all other similar publications; summaries or compilations of data; deeds, titles, or other instruments of ownership; blueprints and specifications; manuals, guidelines, regulations, procedures, policies and instructional materials of any type; photographs or pictures, film, microfilm and microfiche; videotapes; articles; announcements and notices of any type; surveys, studies, evaluations, tests and all research and development (R&D) materials; newspaper clippings and press releases; time cards, employee schedules or rosters, and other payroll records; cancelled checks, invoices, bills and receipts; and writings of any kind and all other tangible things upon which any handwriting, typing, printing, drawings, representations, graphic matter, magnetic or electrical impulses, or other forms of communication are recorded or produced, including audio and video recordings, computer stored information (whether or not in printout form), computer-

readable media or other electronically maintained or transmitted information, and all other rough drafts, revised drafts (including all handwritten notes or other marks on the same) and copies of documents as hereinbefore defined by whatever means made.

(11) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

(12) In the event any document called for has been destroyed or transferred beyond the control of the company, please state: the identity of the person by whom it was destroyed or transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

(13) Please provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations.

Respectfully submitted,
JACK CONWAY
ATTORNEY GENERAL



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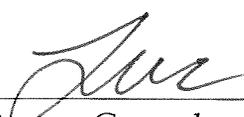
Certificate of Service and Filing

Counsel certifies that an original and ten photocopies of the foregoing were served and filed by hand delivery to Jeff Derouen, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601; counsel further states that true and accurate copies of the foregoing were mailed via First Class U.S. Mail, postage pre-paid, to:

Hon. James M Miller
Sullivan, Mountjoy, Stainback & Miller,
PSC
P.O. Box 727
Owensboro, KY 42302-0727

Hon. Michael L. Kurtz
Boehm, Kurtz & Lowry
36 E. 7th St.
Ste. 1510
Cincinnati, Ohio 45202

this 27th day of June, 2013



Assistant Attorney General

Big Rivers Electric Corporation Filing
of Wholesale Contracts Pursuant To
KRS 278.180 and KAR 5:011 § 13
Case No. 2014-00134
Attorney General's Initial Data Requests
CONFIDENTIAL VERSION

1. The Contracts for The City of Wakefield, NE; The City of Wayne, NE; and the Northeast Nebraska Public Power District appear to have identical language terms and conditions with the exception of identification of the Customer and some minor formatting differences. Please verify this is a correct statement and if not, please list in detail any and all differences among the contracts.
2. Referring to Section 2.3 of the Contract with the City of Wakefield, NE ("Wakefield Contract"), please provide the following:
 - a. All analyses and studies used to derive the \$ [REDACTED] compensation to purchase qualifying generation capacity.
 - i. Please explain why Big Rivers ("the Company") proposes to [REDACTED].
 - ii. Please explain why there is a [REDACTED] for the [REDACTED].
 - iii. If SPP develops a [REDACTED] market, can the Company resell this [REDACTED] into the market for the benefit of the Company? Please fully explain your answer with references to sections of contract.
 - b. Under this section, the last sentence of the first paragraph states as follows: "[REDACTED]
[REDACTED]
[REDACTED]" Please explain the following:
 - i. If the Company is the market participant, is the Company responsible for all costs and expenses for registering the units in the SPP market, submission of daily bids into the SPP market, as well as all required market monitoring submissions?
 - ii. Please provide the Company's estimate of these costs on an annual basis.
3. In Section 2.4 of the Wakefield Contract, the Company is required to [REDACTED]
[REDACTED]. Section 3.3 states that the Company will arrange for [REDACTED]

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[REDACTED]. Please answer the following:

- a. What party will be required to pay for any [REDACTED]
[REDACTED]
[REDACTED]?
 - b. Describe what type of [REDACTED] is required to implement the contract.
 - c. Describe which party pays for any [REDACTED] associated with the contract.
 - d. If the Customer has [REDACTED], is it anticipated that the Customer will [REDACTED]?
 - e. Explain how, if the Customer uses the Company's [REDACTED]
[REDACTED]
[REDACTED].
 - i. What type of [REDACTED] service is required under the [REDACTED] tariff?
 - ii. Is [REDACTED] required to purchase this service under the contract?
 - iii. Provide an analysis of all costs the Company will incur meeting this requirement for each of the 3 contracts in this Proceeding.
4. Section 3.1 (b) of the Wakefield Contract, states "... [REDACTED]
[REDACTED]
[REDACTED]." Please answer the following:
- a. Please describe what is meant by "[REDACTED]".
 - i. Does this mean that the Company will provide [REDACTED] listed as [REDACTED] in the Customers' [REDACTED] Service?
 - ii. What type of [REDACTED] service in [REDACTED] is necessary to accomplish this?

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- iii. Where will the Customers' [REDACTED] resources be located in [REDACTED] [REDACTED]?
 - iv. What type of [REDACTED] service for these resources, in both [REDACTED] [REDACTED], is necessary to provide "[REDACTED]"?
 - v. Is [REDACTED] delivered under [REDACTED] [REDACTED] or otherwise? Describe the type of service needed in [REDACTED] to provide [REDACTED]
 - vi. Please provide the section of the [REDACTED] [REDACTED] [REDACTED].
- b. Does the Company agree that [REDACTED] must include [REDACTED] [REDACTED] service to Resources designated under the Customers' [REDACTED] [REDACTED]? Please explain your answer in detail and include all [REDACTED] services the Company believes are necessary under the [REDACTED] [REDACTED] to provide this service.
5. Section 3.2 of the Wakefield Contract, requires the Company to [REDACTED] [REDACTED] [REDACTED]. Please answer the following:
- a. Does the Company plan to use Big Rivers' generation capacity to satisfy this requirement?
 - i. What [REDACTED] is required to provide [REDACTED] [REDACTED] under the [REDACTED] if the [REDACTED] is located in [REDACTED]?
 - ii. If the Company uses [REDACTED] in [REDACTED], will the company be liable now and/or at any time in the future for [REDACTED] [REDACTED]?
6. Section 3.4 of the Wakefield Contract, appears to require the Company to pay up to [REDACTED] [REDACTED] required by [REDACTED] [REDACTED] " Please provide the following:
- a. How was the amount of [REDACTED] derived?

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- b. Since [REDACTED] may enter studies at different times depending on when new Customers sign contracts, how will this benefit be allocated among "[REDACTED]"
- Please describe what is meant by an "[REDACTED]."
 - Please provide all referenced [REDACTED]s.
 - If all [REDACTED] exceed \$ [REDACTED], will the [REDACTED] [REDACTED] [REDACTED]?
- c. When the Company submits the [REDACTED] under the [REDACTED], how will the amount of [REDACTED] [REDACTED] will be willing to pay be determined ([REDACTED] [REDACTED])?
- d. When the Company submits the "[REDACTED]" under the [REDACTED] how will the amount of [REDACTED] [REDACTED] will be willing to pay be determined?
7. Section 3.14 of the Wakefield Contract addresses a topic called [REDACTED]. Please answer the following:
- Provide several detailed examples of how this would work.
 - Is this an hourly calculation or an annual comparison?
 - Is this only in effect for [REDACTED] or is the [REDACTED] used in all cases?
 - If the [REDACTED] [REDACTED] is used in all cases please explain the significance of the year [REDACTED].
 - Has the Company evaluated the possible effect of large amounts of wind generation [REDACTED] [REDACTED]?
 - Please provide all forecasts and assumptions regarding the year [REDACTED].
 - If the average [REDACTED] in [REDACTED] [REDACTED]

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- [REDACTED]) and in [REDACTED] the same [REDACTED], please explain how this would work.
- e. The [REDACTED] discusses the Company's generators' [REDACTED] [REDACTED]? Are there not [REDACTED] for each of the Company's generators? How is a [REDACTED] derived?
8. Section 3.13 of the Wakefield Contract refers to [REDACTED] [REDACTED]. Please explain how the Commission can approve a future hypothetical wholesale contract rate as being just and reasonable for Big Rivers Rural and Industrial customers.
9. Section 4.2 of the Wakefield Contract refers to the [REDACTED]. Please provide the following:
- a. The [REDACTED].
- b. The rates and charges under the [REDACTED] for each year during the duration of the contract that Big Rivers assumed when deriving the [REDACTED].
- c. The rates and charges Big Rivers assumes it will charge the Customer for each year during the duration of the contract.
10. Section 4.9 Wakefield Contract refers to [REDACTED]. Please answer the following:
- a. Regardless of who owns the [REDACTED], what entity will be responsible for submission of [REDACTED] if the Company is the market participant?
- b. Will the Company or the Customer be responsible for costs associated with submission of [REDACTED]?
11. Section 5.2 of the Wakefield Contract discusses [REDACTED] [REDACTED]. Where in the contract does it state who is responsible for [REDACTED] [REDACTED]? Is it the Customer or the Company?
12. For each of the three contracts, please provide the following information:
- a. Details regarding Big Rivers' assumptions, costs and revenues forecasted for each year the contracts are in effect.

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- b. Big Rivers' production cost models and financial forecasts updated to show costs and revenues associated with the contracts.
 - c. All work papers, forecasts and analysis performed in evaluating contract costs and revenues.
13. Please confirm that margins from sales under each of the contracts which are the subject of this case will be deposited into Big Rivers' Economic Reserve fund.