From:	PSC Public Comment
To:	"Jackie Chandler"
Subject:	RE: Case No. 2026-00115 – Critical Concerns Regarding Ratepayer Impact of Proposed Hawesville Data Center
Date:	Monday, August 10, 2026 8:49:00 AM

Case No. 2026-00115

Thank you for your comments on the application of Big Rivers Electric Corporation. Your comments in the above-referenced matter have been received and will be placed into the case file for the Commission's consideration. Please cite the case number in this matter, 2026-00115 in any further correspondence. The documents in this case are available at View Case Filings for: 2026-00115 (ky.gov).

Thank you for your interest in this matter.

From: Jackie Chandler [redacted]
Sent: Thursday, August 6, 2026 5:26 PM
To: PSC Public Comment <PSC.Comment@ky.gov>
Subject: RE: Case No. 2026-00115 – Critical Concerns Regarding Ratepayer Impact of Proposed Hawesville Data Center

Dear Kentucky PSC,

I am writing regarding the proposed Retail Electric Service Agreement (RESA) between Big Rivers' Electric Corporation and the proposed data center in Hawesville.

The PSC must ensure that Big Tech's power demands are not paid for by Kentucky ratepayers. Western Kentucky families already struggling to make ends meet shouldn't have to pay a penny more to subsidize some of the most profitable tech companies in the world.

We need answers from the PSC about this proposal, including:

- Likely Residential Ratepayer Impacts: What impacts would this agreement have on residential power consumers?

- Ratepayer Protections: What enforceable ratepayer protections are included in the agreement?
- Confidence in Safeguards: How confident is the Commission that ratepayer protections will be effective throughout the life of the service agreement?
- Contingency Planning: What provisions exist in the agreement to course correct if ratepayer impacts are higher than anticipated?

Please use your authority to ensure the public has all the details it needs to evaluate this proposal before any final decision is made on this significant power contract. Our environment and the wellbeing of Kentucky citizens must come before Big Tech's profits.

Sincerely,

Sincerely,

Jackie Chandler
[redacted]
Carmel, IN 46032
[redacted]

From:	PSC Public Comment
To:	Byron Gary
Subject:	RE: Case 2026-00115, Joint Public Interest Commenters Comments
Date:	Monday, August 10, 2026 8:49:00 AM

Case No. 2026-00115

Thank you for your comments on the application of Big Rivers Electric Corporation. Your comments in the above-referenced matter have been received and will be placed into the case file for the Commission's consideration. Please cite the case number in this matter, 2026-00115 in any further correspondence. The documents in this case are available at View Case Filings for: 2026-00115 (ky.gov).

Thank you for your interest in this matter.

From: Byron Gary [redacted]
Sent: Friday, August 7, 2026 2:11 PM
To: PSC Public Comment <PSC.Comment@ky.gov>
Cc: Em Coakley [redacted]; Ashley Wilmes [redacted]
Subject: Case 2026-00115, Joint Public Interest Commenters Comments

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Dear Commissioners -

Please find attached the comments of Joint Public Interest Commenters Kentuckians For The Commonwealth and Kentucky Resources Council on Case No. 2026-00115, ELECTRONIC TARIFF FILING OF BIG RIVERS ELECTRIC CORPORATION OF A RETAIL ELECTRIC SERVICE AGREEMENT WITH JUSTIFIED DATAPOWER LLC, A SUBSIDIARY OF TERAWULF INC.

Please don't hesitate to contact me if you have any questions.

Best,
Byron Gary (he/him)
Senior Attorney

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC TARIFF FILING OF BIG RIVERS ELECTRIC CORPORATION OF A RETAIL ELECTRIC SERVICE AGREEMENT WITH JUSTIFIED DATAPOWER LLC, A SUBSIDIARY OF TERAWULF INC.	)))))	CASE NO. 2026-00115

COMMENTS OF JOINT PUBLIC INTEREST COMMENTERS KENTUCKY RESOURCES COUNCIL AND KENTUCKIANS FOR THE COMMONWEALTH

Introduction

Joint Public Interest Commenters ("Commenters") respectfully submit these comments in the above-captioned proceeding to assist the Commission in evaluating the proposed Agreement for Electric Service (the "Agreement") among Big Rivers Electric Corporation ("Big Rivers"), Kenergy Corp. ("Kenergy"), and Justified DataPower LLC, a subsidiary of TeraWulf Inc. ("TeraWulf").[1] Commenters take no position on whether the Agreement should ultimately be approved, but urge the Commission to ensure that any approval adequately protects Big Rivers' and Kenergy's existing member-consumers from the risks described below before the record closes.

Background

On April 14, 2026, Big Rivers filed the Agreement under its Large Industrial Customer Expansion tariff, proposing to serve a new 482 MW data center at the former Century Aluminum smelter site in Hancock County. On May 12, 2026, the Commission suspended the Agreement for five months and opened this investigation into its

[1] Big Rivers Elec. Corp., Electronic Tariff Filing (Contract Filing) at 1–3 (Apr. 14, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n).

reasonableness.[2] To the knowledge of Commenters this is the first special contract for a new "data center" to come before the Commission, and so serves as an important precedent for how such contracts will be handled, and the level of review required.

The Agreement has an initial fifteen-year term and is structured as a MISO energy-and-capacity market pass-through, under which Big Rivers procures energy and capacity from MISO markets and Kenergy delivers it to TeraWulf, with TeraWulf bearing the associated market costs.[3] The Attorney General, Kenergy, and TeraWulf have all intervened.[4] TeraWulf moved for an expedited procedural schedule, citing financing deadlines tied to a targeted September 2027 load ramp, and requested a final Commission order by July 27, 2026,[5] and on June 22, 2026, TeraWulf notified the Commission that it does not intend to file intervenor testimony, suggesting the matter may be resolved substantially on the written discovery record.[6]

Big Rivers represents that the Agreement will generate more than $15 million annually in wholesale and retail adders and more than $10 million in transmission revenue in its first year, with 60% of resulting margin above a 1.30 TIER threshold applied to reduce existing smelter-loss regulatory assets and 40% returned to members as bill credits under the Commission-approved Member Rate Stability Mechanism.[7] Commenters do not dispute that the Agreement, as structured, offers potential benefits

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[2] Order at 1–2, Case No. 2026-00115 (Ky. Pub. Serv. Comm'n May 12, 2026) (suspending the proposed Agreement for five months and opening an investigation into its reasonableness).
[3] Big Rivers/Kenergy–TeraWulf (Justified DataPower), Informal Conference Handout at 4 (June 2, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n).
[4] Orders, Case No. 2026-00115 (Ky. Pub. Serv. Comm'n May 15, 2026 & June 8, 2026) (granting motions to intervene of the Attorney General, Kenergy Corp., and TeraWulf Inc.).
[5] Motion of TeraWulf Inc. for Expedited Review and Request for Informal Conference at 3–5 (May 27, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n).
[6] Notice of Intent Not to File Intervenor Testimony (June 22, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n) (TeraWulf Inc., through its subsidiary Justified DataPower LLC).
[7] Big Rivers Elec. Corp., Response to the Initial Data Requests of the Att'y Gen., Item No. 1, at 1–3 (June 11, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n) [*hereinafter* BREC AG Response].

to the Big Rivers and Kenergy systems.[8] Commenters write to highlight several respects in which the current record leaves open questions material to whether existing ratepayers are adequately insulated from the risks of this transaction, and to encourage the Commission to hold a public comment session in Hancock County.

Comments

1. Credit Support May Not Match the Scale of Exposure

Big Rivers proposes to mitigate nonpayment risk through collateral equal to roughly two times the Customer's highest estimated monthly bill, supplemented by emergency billing that can require payment as frequently as daily once exposure exceeds posted collateral.[9] For a 482 MW load exposed to volatile MISO energy and capacity prices, a fixed multiple of estimated billing may lag a rapid price spike or default, leaving a window of uncollectible exposure before the billing and collateral mechanisms catch up. The figure below shows the volatility of capacity prices over the past several years in the MISO market.[10]

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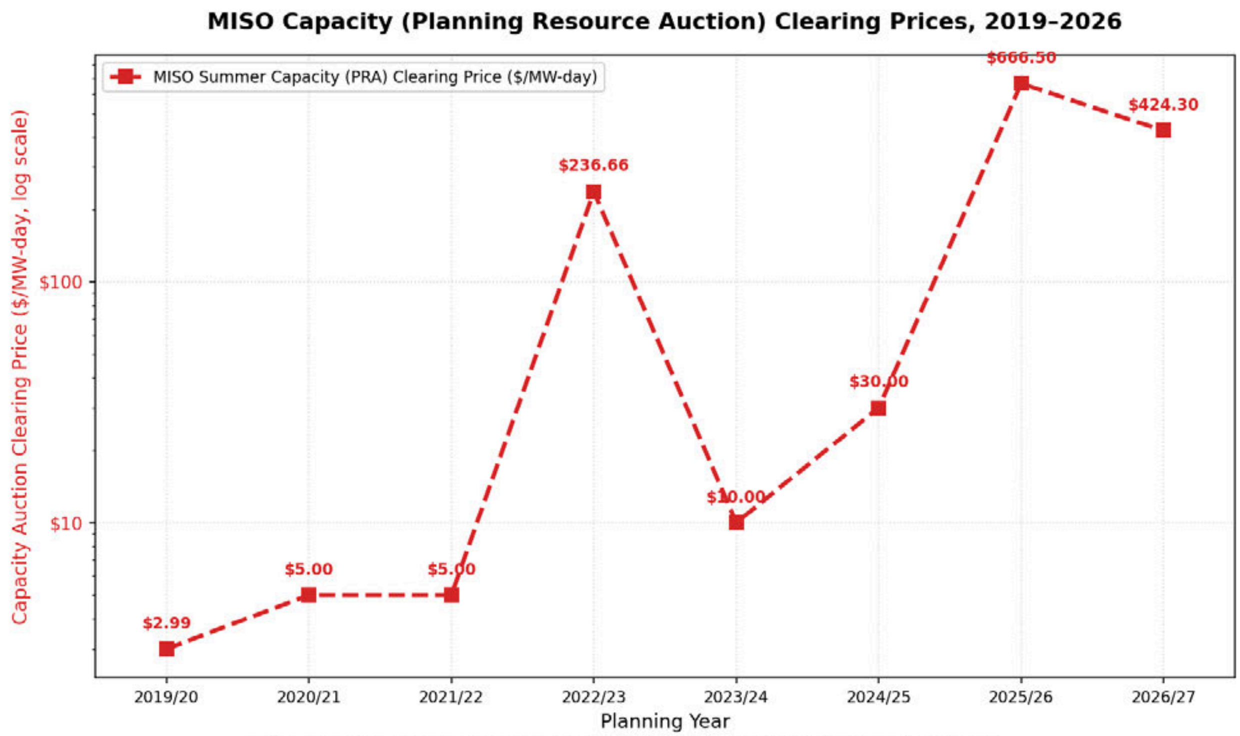
[8] Big Rivers/Kenergy–TeraWulf (Justified DataPower), Informal Conference Handout, supra note 3, at 6–7.

[9] BREC AG Response, *supra* note 7, Item No. 2, at 1–2.

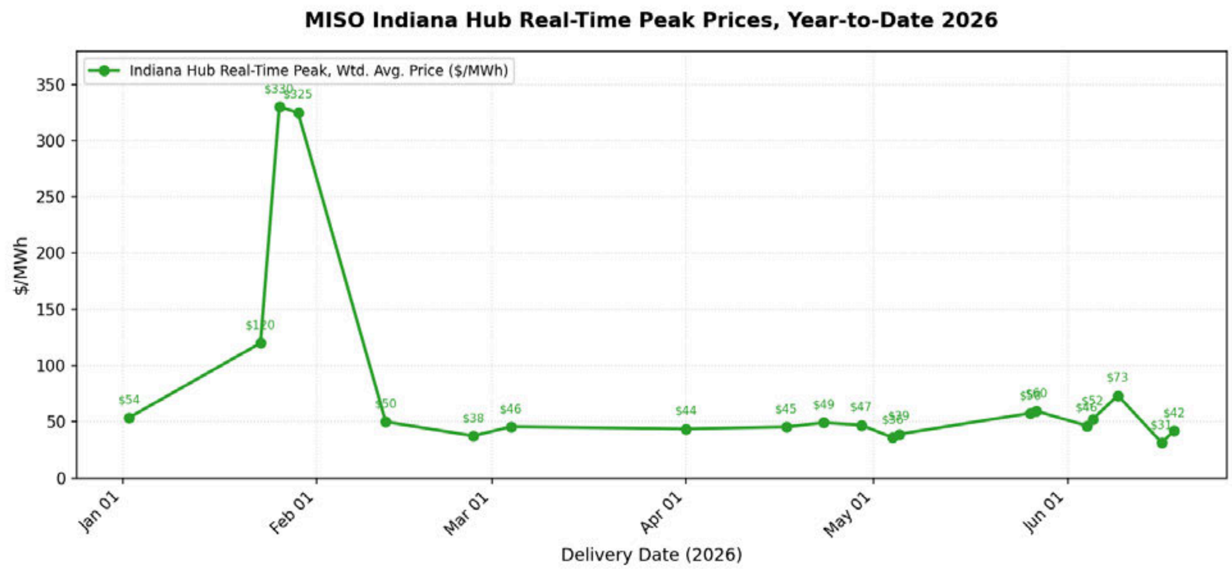
[10] Midcontinent Indep. Sys. Operator, Planning Resource Auction Results for Planning Year 2025-26 (rev. ed. 2025), https://cdn.misoenergy.org/2025%20PRA%20Results%20Posting%2020250529_Corrections694160.pdf.



Summer-season Planning Resource Auction clearing price ($/MW-day, log scale), labeled by Planning Year; 2022/23 and 2026/27 reflect the North/Central subregion price. See sources.

Real-time energy prices are also subject to potential for significant peaks, particularly under load-stressed conditions, as shown in the following figure showing a roughly ten-time difference between low and high prices so far this year at the nearest MISO hub.[11]

[11] Data from *Wholesale Electricity and Natural Gas Markets Data*, U.S. Energy Info. Admin. (June 25, 2026), https://www.eia.gov/electricity/wholesale/.



The Commission should require Big Rivers to quantify, under stressed MISO price scenarios, the maximum plausible gap between exposure and posted collateral at any point in the billing cycle.

2. Reliability Protections in the Agreement are Narrow

The Agreement's reliability protection for existing ratepayers is narrower than it first appears. The only curtailment priority Big Rivers secured for the Hawesville load is tied to a MISO Energy Emergency Alert Level 3, the most severe rung of MISO's three-tier alert system, reserved for situations where the grid faces an actual energy or capacity deficiency and the Reliability Coordinator is forced to order controlled, rotating outages.[12] Big Rivers has confirmed that this EEA3 threshold is not triggered by ordinary tight-market conditions or the dispatch of high-cost generation short of a declared emergency.[13] That means during EEA1 or EEA2 conditions — the far more

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[12] Big Rivers Elec. Corp., Response to the Initial Data Requests of the Att'y Gen., Item No. 9, at 1 (June 11, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n) (describing the three-level NERC Energy Emergency Alert system).
[13] *Id.* at 2 ("An EEA3 curtailment will not be used for economic relief when high-cost generation is dispatched.")

common circumstances in which reserves are already strained, emergency operating plans (including demand response) are in effect, and prices are elevated — the 482 MW load receives no curtailment priority at all relative to existing member-consumers, and the Agreement is silent on the load's potential contribution to regional price formation or reserve-margin erosion short of a declared emergency.[14] Because the Agreement's ratepayer protection operates through a pass-through of MISO market prices rather than a price cap, any upward pressure this single load places on locational energy and capacity prices during non-emergency scarcity periods is a cost that falls on the broader system, including Big Rivers' and Kenergy's existing customers, without the load being subject to any priority curtailment until conditions deteriorate all the way to EEA3.

The Commission should require any further analysis to evaluate this risk, and allow and require prioritizing curtailment of this new load in any circumstance where such curtailment is necessary, or at least in the event of any level EEA event.

3. No Independent Economic or Cost-Benefit Analysis

In response to discovery, Big Rivers confirmed that neither it nor TeraWulf performed an analysis of the project's economic impact.[15] Big Rivers likewise confirmed it did not perform a marginal cost analysis, reasoning that such an analysis would show a marginal cost of $0 and relying instead on the Agreement's risk-allocation and "intent of the parties" language.[16] Reliance on contractual risk-shifting provisions is not a substitute for quantified analysis of net rate impacts, particularly for a single customer of

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[14] Big Rivers Elec. Corp., Response to the Initial Data Requests of the Att'y Gen., Item No. 5, at 3 (June 11, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n) (quoting Agreement provision that the facility "may be curtailed [in part or in whole] before any other load on Big Rivers' or Seller's system in the event of an Energy Emergency Alert Level 3 alert").

[15] BREC AG Response, *supra* note 7, Item No. 6, at 1 ("Neither BREC nor TeraWulf performed an analysis of the economic impact for the project.").

[16] BREC AG Response, *supra* note 7, Item No. 4, at 1 ("A marginal cost analysis would result in marginal cost of $0.").

this magnitude relative to Big Rivers' existing system. The Commission should require a comprehensive marginal cost analysis clearly demonstrating benefit, or at least lack of potential harm, to Big Rivers' existing ratepayers.

4. Confidentiality of the Underlying Financial Modeling

The invoice and revenue modeling Big Rivers did perform — projecting theoretical customer invoices under seven MISO price scenarios — was filed as a confidential attachment and is not available for public review.[17] Absent access to the underlying assumptions, the public cannot independently test the revenue and risk projections on which approval is being urged. Commenters ask that the Commission ensure a meaningful public summary or aggregate sensitivity analysis is placed on the public record.

5. Counterparty and Project-Completion Risk

When asked directly whether it is possible that construction will never be undertaken or completed, Big Rivers' response described TeraWulf's engineering and procurement progress but did not foreclose that possibility.[18] Because much of the projected ratepayer benefit (transmission revenue, MRSM credits, adders) depends on the load actually materializing at 482 MW, the Commission should consider what protections apply, and what happens to any transmission or switchyard investment already committed, if the project is delayed indefinitely or abandoned after partial construction.

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[17] BREC AG Response, *supra* note 7, Item No. 5, at 1–3; Big Rivers Elec. Corp., Amended Motion for Confidential Treatment (June 12, 2026), Case No. 2026-00115 (Ky. Pub. Serv. Comm'n) (seeking confidential treatment of, inter alia, the Excel-format invoice modeling attached as AG 1-5 Attachment–Confidential).

[18] BREC AG Response, *supra* note 7, Item No. 13, at 1–2.

6. Post-Year-Six Demand Reduction and Long-Term Stranded-Infrastructure Risk

The 482 MW minimum billing demand that underlies Big Rivers' revenue projections is only guaranteed for the first six years of the Initial Term; thereafter, TeraWulf may adjust its Maximum Contract Demand downward.[19] Transmission and switchyard upgrades are being sized to serve 482 MW now. If TeraWulf reduces its contracted demand after year six, the system risks carrying underutilized infrastructure and reduced adder and transmission revenue for the remaining term, a scenario the current record does not appear to quantify.

7. TeraWulf's Concurrent Large-Scale Commitments

During the pendency of this case, TeraWulf announced a second, substantially larger Kentucky data center project — up to 1,000 MW at the EastPark Industrial Park, to be served by Kentucky Power.[20] Stories on TeraWulf's active investments in other states highlight the potential risks surrounding the Company.[21] Big Rivers' and its ratepayers are no stranger to the potential impacts of loss of large loads on the system. Simultaneous multi-billion-dollar buildouts elsewhere may bear on TeraWulf's capital allocation and ability to perform reliably on the Big Rivers/Kenergy Agreement, and warrant Commission inquiry into TeraWulf's consolidated financing capacity across its announced projects.

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[19] BREC AG Response, supra note 7, Item No. 12, at 1–2; see also Agreement for Electric Service, Exhibit A § A(5) (permitting adjustment of the Maximum Contract Demand after the sixth year of the Initial Term).
[20] Big Rivers/Kenergy–TeraWulf (Justified DataPower), Informal Conference Handout, supra note 3, at 2 (describing TeraWulf's second announced Kentucky project, the Muskie Data Campus at EastPark Industrial Park, contemplating up to 1,000 MW of load to be served by Kentucky Power).
[21] Adam Willis, *An Energy Mogul Begged Moore to Back His Data Center Complex. It Worked.*, Balt. Banner (June 20, 2026, 5:30 AM), https://www.thebanner.com/community/climate-environment/terawulf-data-center-paul-prager-wes-moore-C4IG5HRMYRGC7EJ7SVAK5UDY3Y/.

8. Unresolved Treatment of Behind-the-Meter Generation

How any behind-the-meter generation installed at the site will affect the Customer's purchase obligations remains unresolved, with Big Rivers stating that these details will be "handled in future negotiations as they arise."[22] Deferring this issue leaves open a variable that could affect future capacity procurement and cost allocation without further Commission review. Public Interest Commenters broadly support use of clean behind-the-meter generation and storage options for new large loads, however the treatment of such generation is a significant unresolved variable.

9. Future Generation Additions Attributable to Large Loads Should Not Shift Costs to the General Membership

The Agreement fails to sufficiently protect existing ratepayers from potential costs from addition of new generation justified by the load increase represented by TeraWulf.

The Agreement's protections against subsidization run only to the manner in which the Facility is itself supplied. Section 1.01 makes this Agreement "the exclusive terms on which Big Rivers and Seller will provide electric service to the Facility during the term of this Agreement,"[23] and Section 11.01(b) provides that Customer "acknowledges and agrees that Big Rivers has no obligation to serve or supply any electric services to or for Customer from Big Rivers' system resources," including its owned or leased generation.[24] For the duration of the Agreement, the Facility's energy and capacity needs are to be met through the MISO markets, or through Alternative

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[22] BREC AG Response, supra note 7, Item No. 11, at 1 (stating that the treatment of behind-the-meter generation under RESA § 2.14 "will be handled in future negotiations as they arise").
[23] Agreement for Electric Service among Kenergy Corp., Big Rivers Electric Corporation, and Justified DataPower LLC (the "Agreement"), § 1.01, Case No. 2026-00115 (Ky. Pub. Serv. Comm'n filed Apr. 14, 2026).
[24] Agreement § 11.01(b).

Supply Arrangements undertaken only with the mutual consent of Big Rivers and Kenergy — not through Big Rivers-owned generation.[25]

Nothing in the Agreement, however, forecloses Big Rivers from separately seeking a Certificate of Public Convenience and Necessity under KRS 278.020 to construct or acquire new generation to serve system-wide load growth once the Facility — and any comparable large loads that follow it onto the system — become part of Big Rivers' and Kenergy's existing customer base. Should such a filing occur, the resulting revenue requirement would ordinarily be recovered through Big Rivers' general rate base and spread across the full membership under standard cost-of-service ratemaking, rather than confined to the load(s) whose presence created the need for the new capacity.

This is not a speculative concern. The Commission has already recognized, in the context of a different utility's obligation to serve, that the duty to provide adequate, efficient, and reasonable service under KRS 278.030(2) is an ongoing obligation not limited to a discrete timeframe, and that “facility” as defined in KRS 278.010(11) is not limited to distribution or transmission assets but extends to generation resources.[26] Under that reasoning, a future Big Rivers filing that cites system load growth — including growth attributable to the Facility and any similarly situated large loads — as the basis for new generation would not be obviously distinguishable, for cost-allocation purposes, from a filing to serve the entire existing membership, even though the load

[25] See Agreement § 11.01(c); id. Exhibit A § B (Alternative Supply Arrangements) (permitting a supplemental or replacement supply arrangement only “upon request by Customer, and subject to Customer's consent,” and requiring the consent of Big Rivers and Seller).

[26] *In re: Electronic Investigation of the Service, Rates, and Facilities of Kentucky Power Co., Case No. 2021-00370, Order*at 6–8 (Ky. Pub. Serv. Comm'n Sept. 27, 2023) (concluding that the duty to provide adequate service under KRS 278.030(2) “does not limit the requirement for a utility to provide adequate, efficient and reasonable service to a discrete time period” and applies to an “ongoing obligation,” and that the definition of “facility” under KRS 278.010(11) “does not exclude generation resources”).

actually driving the need would be a small number of large, sophisticated customers already paying negotiated, cost-based rates under contracts like this one.

To avoid the practical undoing, in a future proceeding, of the protections this Agreement establishes here, Commenters ask that the Commission condition approval of the Agreement on a finding that any future generation resource whose need is attributable in material part to service to the Facility, or to other large loads similarly situated, should have its cost recovery allocated directly to those load(s) — through mechanisms comparable to the wholesale and distribution adders and pass-through structure used in this Agreement — rather than socialized across Big Rivers' and Kenergy's general membership through ordinary base rates. Commenters further ask that the Commission require Big Rivers to describe, in any future integrated resource plan or generation-related filing, how load attributable to the Facility and other large loads was accounted for in identifying the need for new resources, so that the allocation of costs for any such resources can be meaningfully reviewed.

10. The Transmission Cost Pass-Through Does Not Isolate Costs Caused by This Load

The Agreement's transmission cost allocation raises a narrower version of the concern discussed above. Under Exhibit A ¶ A(6), Customer's monthly transmission charge is its Billing Demand multiplied by Big Rivers' then-current Network Integration Transmission Service ("NITS") rate, plus any applicable MISO charges, including Schedule 1, Schedule 26, and Schedule 26A charges.[27] Schedule 26 recovers the cost of MISO-approved Baseline Reliability, Generation Interconnection, Market Efficiency, and Targeted Market Efficiency Projects; Schedule 26-A recovers the cost of Multi-Value

[27] Agreement, Exhibit A ¶ A(6) (Transmission Charges).

Projects (“MVPs”). Both are billed on a load-ratio share basis across an entire MISO Pricing Zone or, for MVPs, the broader MISO footprint — not attributed to whichever specific load's addition created the need for a given project.

As a result, while TeraWulf will pay its proportional share of whatever NITS and Schedule 26/26A rate Big Rivers charges — a real protection against direct subsidization, so far as it goes — that rate is a regionally averaged charge, not a project-specific cost-causation charge. If the addition of this 482 MW load, alone or together with other large loads Big Rivers may serve in the future, helps trigger a new MISO Transmission Expansion Plan project, the cost of that project would be recovered from all customers across the applicable zone or footprint through the same rate mechanism. TeraWulf would pay only its proportional share of that rate, and any portion of the cost not reflected in TeraWulf's own load-ratio share would fall to Big Rivers' other existing customers, notwithstanding the Agreement's stated intent that Customer not be subsidized directly or indirectly and that Customer bear the Costs of MISO transmission projects attributable to the service provided under this Agreement.[28]

This is distinct from the Agreement's “New Facilities” provision, which requires Customer to deposit Big Rivers' estimated cost of any new or upgraded Big Rivers-owned facilities needed to serve the Facility, trued up to actual cost.[29] That mechanism captures locally dedicated interconnection facilities identified in connection with this Agreement. It does not address regional transmission upgrades identified later

[28] See Agreement, Exhibit A ¶ A(10) (Intent of the Parties) (stating that “Customer shall not be subsidized directly or indirectly by Seller or Big Rivers” and that Customer is responsible for “any Costs for MISO transmission projects” attributable to service under the Agreement).
[29] Agreement § 2.08 (Facilities Provided by Seller and Big Rivers).

through MISO's planning process, even where this Facility's load is a material contributing cause.

Joint Public Interest Commenters ask that the Commission require Big Rivers to identify any currently planned or reasonably foreseeable MISO transmission project attributable in material part to service to the Facility, and to explain how the costs of any such project will be allocated between Customer and Big Rivers' general transmission customers. Commenters further ask that any Commission finding on future generation cost allocation requested above be extended to apply equally to future transmission investment attributable in material part to this Facility or to other large loads similarly situated.

Conclusion

For the foregoing reasons, Commenters respectfully request that, before approving the Agreement, the Commission require Big Rivers to further develop the record on the adequacy of credit support relative to stressed-price exposure, the treatment of confidential financial modeling, counterparty and project-completion risk, and the long-term revenue and infrastructure-utilization consequences of TeraWulf's post-year-six demand flexibility. Commenters further request that any approval be conditioned on protections sufficient to ensure that existing member-consumers do not bear the cost of this transaction if the project underperforms or is not completed as proposed.\

[SIGNATURE ON FOLLOWING PAGE]

Respectfully Submitted,

Byron L. Gary
Senior Attorney
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Frankfort, Kentucky 40602
(502) 875-2428
Byron@kyrc.org

On behalf of Joint Public Interest Commenters, Kentucky Resources Council and Kentuckians For The Commonwealth

Kentucky Resources Council

From:	PSC Public Comment
To:	Jeanie Embry
Subject:	RE: Public Comment for Case No. 2026-00115
Date:	Monday, August 10, 2026 8:50:00 AM

Case No. 2026-00115

Thank you for your comments on the application of Big Rivers Electric Corporation. Your comments in the above-referenced matter have been received and will be placed into the case file for the Commission's consideration. Please cite the case number in this matter, 2026-00115 in any further correspondence. The documents in this case are available at View Case Filings for: 2026-00115 (ky.gov).

Thank you for your interest in this matter.

From: Jeanie Embry [redacted]
Sent: Sunday, August 9, 2026 5:47 PM
To: PSC Public Comment <PSC.Comment@ky.gov>
Cc: Jeanie Embry [redacted]
Subject: Public Comment for Case No. 2026-00115

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DATE: August 9, 2026

TO: Executive Director Linda C. Bridwell
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

RE: Public Comment regarding Case No. 2026-00115 (Big Rivers Electric Corporation) – Proposed Tariff and Power Service Agreements for the Paducah AI Data Center Campus

Dear Executive Director Bridwell and Commissioners,

I am writing as a concerned local resident to formally submit my public comments regarding Case No. 2026-00115. While I recognize the massive economic potential that a $100 billion AI and Energy Campus could bring to Western Kentucky, the Commission must ensure that this project does not inadvertently compromise public safety or put an unfair burden on local utility ratepayers.

I have serious concerns regarding the location of the proposed 1,100-acre development footprint. The entire Paducah Gaseous Diffusion Plant property is a designated EPA Superfund site with active trichloroethene (TCE) and Technetium-99 groundwater contamination plumes. Fast-tracking a project of this scale—requiring massive earth-moving, heavy industrial digging, and deep-pile foundation work—carries an inherent risk of disrupting the Regional Gravel Aquifer. If soil and subsurface structures are disturbed without independent oversight, we risk destabilizing these plumes and accelerating toxic leaks into nearby water tables or the Ohio River.

Because the utility companies have filed a Joint Motion to submit this case for a final decision on the existing record without further evidentiary hearings, I urge the Commission to implement strict conditions in its final order:

1. Subsurface Safety Protections: Do not allow any infrastructure construction or grid connections to begin until comprehensive, independent, third-party geological and environmental impact studies are completed and made public.
2. Ratepayer Isolation: Ensure that local residential utility customers are legally insulated from any cost overruns, grid upgrades, or environmental liabilities tied to this commercial development.

The federal government's environmental cleanup at this site is projected to last until 2065. We cannot afford to rush a data center project today that might permanently damage our community's water supply tomorrow. I request that the Commission carefully weigh these environmental and safety realities before issuing its final order later this month.

Thank you for your time, consideration, and dedication to protecting Kentucky utility consumers.

Sincerely,

Jeanie Embry
[redacted]
Paducah, KY. 42001
[redacted]

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