

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOINT APPLICATION OF KENERGY CORP.)	
AND BIG RIVERS ELECTRIC CORPORATION)	CASE NO.
FOR APPROVAL OF CONTRACTS AND FOR A)	2013-00413
DECLARATORY ORDER)	

COMMISSION STAFF'S INITIAL REQUEST FOR INFORMATION
TO BIG RIVERS ELECTRIC CORPORATION AND KENERGY CORP.

Big Rivers Electric Corporation ("Big Rivers") and Kenergy Corp. ("Kenergy") (collectively "Joint Applicants"), pursuant to 807 KAR 5:001, is to file with the Commission the original and ten copies of the following information, with a copy to all parties of record. The information requested herein is due on or before December 13, 2013. Responses to requests for information shall be appropriately bound, tabbed and indexed. Each response shall include the name of the witness responsible for responding to the questions related to the information provided.

Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or the 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.

Joint Applicants shall make timely amendment to any prior response if it obtains information which indicates that the response was incorrect when made or, though

correct when made, is now incorrect in any material respect. For any request to which Joint Applicants fail or refuse to furnish all or part of the requested information, they shall provide a written explanation of the specific grounds for their failure to completely and precisely respond.

Careful attention shall be given to copied material to ensure that it is legible. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request. When applicable, the requested information shall be separately provided for total company operations and jurisdictional operations.

1. Refer to pages 17 and 38 of 47 of the Direct Testimony of Robert W. Berry ("Berry Testimony") regarding the Protective Relay Agreement and the fact that Century Aluminum Sebree LLC ("Century Sebree") has not decided at this time to install protective relay equipment at its smelter facility. State whether Century Sebree indicated what event(s) would trigger its decision to install protective relays and how much load could be curtailed at the Sebree smelter facility if the protective relays were engaged.

2. Refer to pages 37-38 of 47 of the Berry Testimony, which discuss the differences between the Century Hawesville Transaction, the Century Sebree Transaction, and the Load Curtailment Agreement. Starting at line 3 on page 38, Mr. Berry states that "MISO requires a similar agreement for the Century Hawesville Transaction if the SSR Agreement is to be terminated, but MISO had not made this known at the time the Century Hawesville Transaction documents were entered into."

Explain whether a Load Curtailment Agreement has now been entered into for the Century Hawesville Transaction.

3. Refer to page 40 of 47 of the Berry Testimony. Beginning at line 3, Mr. Berry states that the table provided on page 40 identifies revenue that Big Rivers will receive if the Century Sebree Transaction receives all necessary approvals. Mr. Berry states that the revenue is not reflected in Case No. 2013-00199.¹ State whether Big Rivers believes the revenue amount of \$6,719,135 shown in the table should be reflected in Case No. 2013-00199 for the Century Sebree Transaction if it is approved. If Big Rivers does not believe this revenue should be reflected in Case No. 2013-00199, explain why.

4. Refer to Exhibit 5 of the application, the Electric Service Agreement.

a. Refer to page 24. Section 8.1, Metering Facilities, states that “Kenergy will provide or cause to be provided metering facilities at the Delivery Point that measure Hourly kW, kWh, kilovars, kilovar-hours and voltage-hours.” State whether the metering facilities are already in place as a result of Kenergy’s providing service to the Century Sebree smelter under the 2009 Retail Electric Service Agreement (“2009 Retail Agreement”). If not, explain why the facilities are not currently necessary and provide the estimated cost of installing and maintaining the metering facilities.

b. Refer to page 25. Section 9.2, Facilities Provided by Kenergy, states that “Kenergy shall install and maintain, or shall cause to be installed and maintained, at the Delivery Point, any and all interconnection equipment, metering, or substation equipment, and other equipment, including switching and protective

¹ Case No. 2013-00199, *Application of Big Rivers Electric Corporation for a General Adjustment in Rates Supported by Fully Forecasted Test Year*, filed June 28, 2013.

equipment but excluding any Protective Relays, necessary to deliver Energy to Century at the Delivery Point.” State whether this equipment is already in place as a result of Kenergy’s providing service to the Century Sebree smelter under the 2009 Retail Agreement. If not, explain why the equipment is not currently necessary and provide the estimated cost of installing and maintaining the equipment.



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cc: Parties of Record

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