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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF BIG)
RIVERS ELECTRIC CORPORATION FOR) Case No.
ENFORCEMENT OF RATE AND SERVICE) 2019-0269
STANDARDS)

**BIG RIVERS ELECTRIC CORPORATION’S FIRST REQUEST FOR
INFORMATION TO THE CITY OF HENDERSON, KENTUCKY, AND THE
HENDERSON UTILITY COMMISSION d/b/a HENDERSON MUNICIPAL
POWER & LIGHT**

Big Rivers Electric Corporation submits these first requests for information to the City of Henderson, Kentucky, and the Henderson Utility Commission d/b/a Henderson Municipal Power & Light to be answered in accordance with the following Definitions and Instructions.

DEFINITIONS

1. Whenever it is necessary to bring within the scope of these information requests information or Documents that might otherwise be construed to be outside their scope, (1) the use of “and” as well as “or” shall be construed both disjunctively and conjunctively; (2) the use of a word in its singular form shall be construed to include within its meaning its plural form as well, and vice versa; (3) the use of “include” and “including” shall be construed to mean “without limitation;” and (4) the use of a verb in any tense or voice shall be construed as the use of that verb in all other tenses and voices.

1 2. “ARO” means Asset Retirement Obligation.

2 3. “Big Rivers” means Big Rivers Electric Corporation, and its agents,
3 directors, officers, employees, Members, consultants, attorneys, and contractors.

4 4. “HMP&L,” “Henderson,” “you,” or “your” includes the City of
5 Henderson, Kentucky, the Board of Commissioners of the City of Henderson,
6 Kentucky, the Henderson Utility Commission d/b/a Henderson Municipal Power &
7 Light, and the agents, commissioners, Mayor, officials, officers, employees,
8 members, consultants, attorneys, and contractors of the City of Henderson,
9 Kentucky, the Board of Commissioners of the City of Henderson, or the Henderson
10 Utility Commission d/b/a Henderson Municipal Power & Light.

11 5. “Document” means any written, recorded, transcribed, printed, or
12 impressed matter of whatever kind, however produced, stored or reproduced,
13 including, but not limited to, sound or pictorial recordings, computerized or
14 electronic information, books, pamphlets, letters, electronic mail, memoranda,
15 telegrams, electronic or mechanical transmissions, communications of all kinds,
16 reports, notes, working papers, handwritings, charts, papers, writings, printings,
17 transcriptions, tapes, and records of all kinds. “Document” includes, without
18 limitation, all workpapers produced by or relied upon by any witness.

19 6. “IRP” means Integrated Resource Plan.

20 7. “Members” means Jackson Purchase Energy Corporation, Kenergy
21 Corp., and Meade County Rural Electric Cooperative Corporation.

22 8. “MCRSG” means the MISO Contingency Reserve Sharing Group.

1 9. “MISO” means the Midcontinent Independent System Operator, Inc.

2 10. “Person” includes a natural person; a business organization of any
3 type; an unincorporated association; a governmental subdivision, agency, or entity;
4 and a business trust.

5 11. “SEPA” means the Southeastern Power Administration.

6 12. “Station One” means Henderson’s Station One Generating Station that
7 was located in Henderson, Kentucky on the bank of the Ohio River.

8 13. “Station Two” is defined in the Station Two Contracts.

9 14. “Station Two Contracts” is defined in Big Rivers’ application in this
10 proceeding.

11 15. Wherever in these information requests you are asked to “identify,”
12 you are requested:

13 a. when identifying a person, to give such person’s:

14 i. full name,

15 ii. business address, residence address, and telephone number,

16 iii. his or her present or last known position and business affiliation
17 at the time in question; and

18 iv. the nature of such person’s participation in, and the scope of his
19 responsibility with regard to, the facts and events underlying
20 the present case;

21 b. when identifying an oral communication, to:

22 i. identify the author thereof and the parties thereto,

- 1 ii. state the date of the communication,
- 2 iii. state the place of the communication,
- 3 iv. state the substance of the communication, and
- 4 v. state whether such communication has been reduced to writing
- 5 and, if so, identify each Document and the present custodian
- 6 thereof;

7 c. when identifying other information, to state:

- 8 i. the source thereof,
- 9 ii. any oral communications pertaining thereto,
- 10 iii. any Documents pertaining thereto, and
- 11 iv. the substance of the information;

12 d. when identifying a Document, to:

- 13 i. identify the author thereof and the parties thereto,
- 14 ii. state its title or other identifying data,
- 15 iii. state the date of the Document or if no date appears thereon, the
- 16 approximate date,
- 17 iv. state the exact nature and substance thereof,
- 18 v. identify each person having possession, care, custody, or control
- 19 of the original and any copies thereof, and
- 20 vi. if such Document was, but no longer is, in your possession or
- 21 subject to your control, state what disposition was made of it.

22

1 INSTRUCTIONS

2 1. If any Document called for by any of these data requests is withheld
3 based upon a claim of privilege or work product, please produce so much of the
4 Document as to which you do not claim privilege or protection, and for each
5 Document or part of a Document for which you claim privilege or protection,
6 describe, or identify:

- 7 a. The nature, subject matter, and substance of the Document or part of
8 the Document withheld;
- 9 b. The nature of the privilege or protection claimed;
- 10 c. The date, author or authors, addresses or addresses, and distribution
11 of the Document; and
- 12 d. Each person in whose possession, custody or control any copy of the
13 Document is or has been.

14 2. If, for reasons other than a claim of privilege or work product, you
15 refuse to answer any data request or to produce any Document requested, state the
16 grounds upon which the refusal is based with sufficient specificity to permit a
17 determination of the propriety of such refusal.

18 3. If any copy of any Document requested herein or any record which
19 refers or relates to any Document requested herein has been destroyed or lost, set
20 forth, to the extent possible, the content of each such Document, the date such
21 Document and its copies were destroyed or lost, the identity of the last known

1 custodian of such Document prior to it becoming destroyed or lost, and, if destroyed,
2 the identity of the person authorizing such destruction.

3 4. These information requests shall be deemed continuing, and you
4 should serve upon Big Rivers' counsel (1) supplemental responses to these
5 information requests if additional information or information that changes your
6 response to any information request is obtained during the course of this
7 proceeding, and (2) any Documents requested herein that become available or that
8 are discovered after the date your responses to these information requests are due.

9

10

INFORMATION REQUESTS

11 1. Please provide a detailed listing of all amounts Henderson claims Big
12 Rivers owes it as of the date of your response, and provide all supporting details,
13 contract provisions, correspondence, workpapers, and other Documents. Provide
14 any Excel files in Excel format with all formulas and links intact.

15 2. Please provide a detailed listing of all amounts Henderson claims that
16 it owes Big Rivers as of the date of your response and provide all supporting details,
17 contract provisions, correspondence, workpapers, and other Documents. Provide
18 any Excel files in Excel format with all formulas and links intact.

19 3. Please refer to the Direct Testimony of Barbara Moll, page 11, lines 7-
20 10, where Ms. Moll states that "the net amount due from Big Rivers to Henderson
21 to resolve disputed operating expenses is \$6,359,736."

1 a. Does this net amount include any amounts for the low chlorine coal
2 shortfall described in the Direct Testimony of Paul G. Smith? If so,
3 describe where in Ms. Moll's calculations those amounts can be found,
4 provide the amounts for the low chlorine coal shortfall included in the
5 calculations, and provide a detailed reconciliation between the
6 amounts included in Ms. Moll's calculations and the amounts for low
7 chlorine coal shortfall in Exhibits Smith-2 and Smith-3, with an
8 explanation of any differences. Provide all supporting details, contract
9 provisions, correspondence, workpapers, and other Documents.
10 Provide any Excel files in Excel format with all formulas and links
11 intact.

12 4. Please provide a detailed reconciliation, with an explanation of any
13 differences, between Exhibit Moll-2 and Exhibits Smith-2 and Smith-3. Provide all
14 supporting calculations. Provide any Excel files in Excel format with all formulas
15 and links intact.

16 5. Please provide a detailed reconciliation, with an explanation of any
17 differences, between the amounts listed for Auxiliary Power in Exhibit Moll-3 and
18 the amounts listed in Exhibit Smith-4. Provide all supporting calculations. Provide
19 any Excel files in Excel format with all formulas and links intact.

20 6. Please provide a list by MISO Tariff schedule of the MISO fees
21 included in the calculation of MISO Fees in Exhibit Moll-3, and a list by MISO
22 Tariff schedule of the MISO fees for which Big Rivers has charged Henderson but

1 that are not included in the calculation of MISO Fees in Exhibit Moll-3. For each
2 MISO Tariff schedule for which Big Rivers has charged Henderson but not included
3 in Ms. Moll's calculation of MISO Fees, please explain why Henderson believes Big
4 Rivers is not entitled to be reimbursed by Henderson for those costs. Provide all
5 supporting details, contract provisions, correspondence, workpapers, and other
6 Documents. Provide any Excel files in Excel format with all formulas and links
7 intact.

8 7. Please provide all workpapers used in the development of Exhibits
9 Moll-2, Moll-3, Moll-4, and Moll-7 in Excel format with all formulas and links
10 intact.

11 8. Please provide all correspondence related to the final settlement of
12 Fiscal Year 2015-2016 and Fiscal Year 2016-2017.

13 9. Please provide all correspondence and other Documents related to the
14 vertical expansion wall charges that Henderson paid for Fiscal Year 2015-2016 and
15 Fiscal Year 2016-2017.

16 10. Please provide a detailed reconciliation, with any explanation of any
17 differences, between the \$672,056 listed in Exhibit Moll-3 for FY 2018-2019 Budget
18 Reconciliation and the \$649,850 listed in Exhibit Smith-4 for Fiscal Year 2018/2019
19 Settlement True-Up. Provide all supporting details, contract provisions,
20 correspondence, workpapers, and other Documents. Provide any Excel files in Excel
21 format with all formulas and links intact.

1 11. Please refer to the Note at the bottom of Exhibit Moll-2, which states
2 that the “summary excludes other costs including, but not limited to, capacity
3 purchases (\$203,655.82), transmission charges (\$1,422,761.54) and auxiliary
4 power.”

5 a. Explain where in her calculations Ms. Moll accounted for the capacity
6 purchases, transmission charges, and auxiliary power listed in the
7 Note. Provide all supporting details, contract provisions,
8 correspondence, workpapers, and other Documents. Provide any Excel
9 files in Excel format with all formulas and links intact.

10 b. Provide a list of all other costs excluded from the calculation. Provide
11 all supporting details, contract provisions, correspondence,
12 workpapers, and other Documents. Provide any Excel files in Excel
13 format with all formulas and links intact.

14 12. Please refer to the Direct Testimony of Barbara Moll, page 10, lines 15-
15 16. Provide all studies, correspondence, and other Documents supporting her
16 contention that \$1.78 is reasonable compared to the actual costs that Big Rivers
17 incurred to store Henderson’s waste in the Green landfill, and provide all studies,
18 correspondence, and other Documents relating to the cost to transport, dispose of,
19 and maintain Station Two waste in the Green landfill or in any other landfill.

20 13. Please refer to the Direct Testimony of Barbara Moll, page 10, lines 19-
21 21.

- 1 a. Did Henderson approve the annual settlement true-up for Fiscal Year
2 2015-2016 or Fiscal Year 2016-2017?
- 3 b. Did Henderson receive and cash the settlement true-up payment for
4 Fiscal Year 2015-2016?
- 5 c. Did Henderson receive and cash the settlement true-up payment for
6 Fiscal Year 2016-2017?
- 7 d. Has Ms. Moll, Ken Brooks, or anyone else on behalf of Henderson
8 previously acknowledged that Henderson agreed with, accepted, or
9 approved the Station Two settlement true-up for Fiscal Year 2015-
10 2016 or Fiscal Year 2016-2017? Identify all communications, and
11 provide all communications and other Documents, in which Ms. Moll,
12 Mr. Brooks, or anyone else on behalf of Henderson so acknowledges.
- 13 14. Please refer to the Direct Testimony of Barbara Moll, page 10, lines 8-
14 11.
- 15 a. Acknowledge or deny that Mr. Heimgartner was aware of the landfill
16 expansion activity prior to May 2017.
- 17 b. Acknowledge or deny that Mr. Ken Brooks was aware of the landfill
18 expansion activity prior to May 2017.
- 19 c. Acknowledge or deny that Mr. Gary Quick was aware of the landfill
20 expansion activity prior to May 2017.
- 21 d. Acknowledge or deny that Mr. Wayne Thompson was aware of the
22 landfill expansion activity prior to May 2017.

1 15. Please refer to the Direct Testimony of Seth W. Brown at page 6, lines
2 20-22. Mr. Brown states, “Since Station Two and Henderson’s load were registered
3 in the MISO Network and Commercial Model, some of these six services and their
4 associated costs may be recoverable from HMP&L.”

5 a. List each of the six services and their associated costs that Mr. Brown
6 claims are recoverable from Henderson. For each such service or costs:

- 7 i. Provide the amount Big Rivers charged Henderson,
8 ii. Provide the amount that is recoverable from Henderson,
9 iii. Provide the amount Henderson has paid Big Rivers, and
10 iv. Explain in detail the basis for the claim that these costs are
11 recoverable from Henderson. Provide all supporting details,
12 contract provisions, correspondence, and other Documents,
13 including Excel files in Excel format with formulas and links
14 intact.

15 b. List each of the six services and their associated costs that Mr. Brown
16 claims are not recoverable from Henderson. For each such service or
17 costs provide the amount Big Rivers that Big Rivers charged
18 Henderson, and explain in detail why Henderson should not be
19 required to reimburse Big Rivers for costs Big Rivers incurred as a
20 result of Station Two and Henderson’s load being registered in the
21 MISO Network. Provide all supporting details, contract provisions,
22 correspondence, and other Documents.

1 16. Please refer to the Direct Testimony of Seth W. Brown at page 8, line
2 11. Is it Mr. Brown’s contention that GFA 510 and 511 are invalid because they
3 were not listed in the Federal Energy Regulatory Commission’s order in Docket No.
4 ER04-691?

5 a. If so, please explain GFA 510’s inclusion in Attachment P until Station
6 Two was retired.

7 b. If so, please explain GFA 511’s inclusion in Attachment P.

8 c. Please explain how GFA 510 and 511 have been used since 2010.

9 d. Is Henderson currently using GFA 511 to schedule its SEPA
10 allocation?

11 17. Please refer to the Direct Testimony of Brad Bickett, page 5, lines 12-

12 13. Mr. Bickett states, “Henderson had no direct interactions with MISO
13 concerning Henderson’s load or Station Two and had no agreements with MISO.”

14 a. Did Henderson have any indirect interactions with MISO concerning
15 Henderson’s load or Station Two? If so, list each such interaction,
16 identify the person or entity acting on behalf of Henderson in each
17 such interaction, and provide all correspondence and other Documents
18 related to each such interaction.

19 b. Provide all correspondence between Henderson (and anyone acting on
20 its behalf) and MISO concerning Henderson becoming a member of
21 MISO, Henderson’s load, Station Two, MISO fees or charges, or any
22 contingency reserve requirements, resource adequacy requirements,

1 reliability requirements, or planning reserve requirements applicable
2 to Henderson, Henderson's load, or Station Two.

3 c. Provide all correspondence between Henderson and The Energy
4 Authority or TEA, Inc. concerning Henderson becoming a member of
5 MISO, Henderson's load, Station Two, MISO fees or charges, or any
6 contingency reserve requirements, resource adequacy requirements,
7 reliability requirements, or planning reserve requirements applicable
8 to Henderson, Henderson's load, or Station Two.

9 d. Provide all correspondence between Henderson and Big Rivers
10 concerning Henderson becoming a member of MISO, the registration of
11 Henderson's load or Station Two in MISO, MISO fees or charges, or
12 any contingency reserve requirements, resource adequacy
13 requirements, reliability requirements, or planning reserve
14 requirements applicable to Henderson, Henderson's load, or Station
15 Two.

16 e. Provide all correspondence to, from, or among Henderson or anyone on
17 its behalf, and all studies, analyses, presentations, and other
18 Documents in the possession or control of Henderson concerning
19 Henderson becoming a member of MISO, the registration of
20 Henderson's load or Station Two in MISO, MISO fees or charges, or
21 any contingency reserve requirements, resource adequacy
22 requirements, reliability requirements, or planning reserve

1 requirements applicable to Henderson, Henderson’s load, or Station
2 Two.

3 18. Please explain the alternatives that Henderson believes were available
4 to Big Rivers and Henderson to meet NERC BAL-002 requirements other than
5 joining MISO. Provide all studies, workpapers, and other Documents related to
6 Henderson’s analysis of any alternatives. Provide any Excel files in Excel format
7 with formulas and links intact.

8 19. Please refer to the Direct Testimony of Brad Bickett, page 8, line 12.
9 Please provide a copy of the RFP and all Documents associated with the analysis of
10 the RFP responses and selection of Gridforce Energy Management.

11 20. Please refer to the Direct Testimony of Brad Bickett, page 8, lines 17-
12 19. Mr. Bickett states that “Big Rivers voluntarily passed up an opportunity to gain
13 potential revenue of up to six-hundred thousand dollars (\$600,000) per year.”

14 a. Provide all correspondence or other Documents where Henderson
15 offered to pay Big Rivers \$600,000 per year to provide Transmission
16 Operator and Local Balancing Authority services after the retirement
17 of Station Two.

18 21. Please refer to the Direct Testimony of Brad Bickett, page 5, lines 14-
19 17. Mr. Bickett states that “Henderson advised Big Rivers on a number of occasions
20 that Henderson was negotiating with a third party to register the Station Two units
21 on Henderson’s behalf and to act as Henderson’s market participant in MISO.”

- 1 a. Explain why Henderson was negotiating with a third party to register
2 the Station Two units in MISO prior to December 2010.
- 3 b. Describe all costs and benefits that would or could have resulted from
4 Henderson having a third party register the Station Two units in
5 MISO on Henderson's behalf prior to December 2010. Provide all
6 analyses, workpapers, correspondence, and other Documents
7 evidencing, evaluating, or relating to such costs and benefits, including
8 Excel files in Excel format with formulas and links intact.
- 9 c. Explain why Henderson was negotiating with a third party to act as
10 Henderson's Market Participant in MISO prior to December 2010?
- 11 d. Describe all costs and benefits that would or could have resulted from
12 Henderson having a third party act as its Market Participant prior to
13 December 2010. Provide all analyses, workpapers, correspondence,
14 and other Documents evidencing, evaluating, or relating to such costs
15 and benefits, including Excel files in Excel format with formulas and
16 links intact.
- 17 e. Explain whether Henderson pursued registering the Station Two units
18 in MISO on Henderson's behalf between 2010 and the retirement of
19 the Station Two units. Provide all analyses, workpapers,
20 correspondence, or other Documents relating to your response,
21 including Excel files in Excel format with formulas and links intact.

1 f. Explain whether Henderson pursued having a third party act as its
2 Market Participant between 2010 and the retirement of the Station
3 Two units. Provide all analyses, workpapers, correspondence, or other
4 Documents relating to your response, including Excel files in Excel
5 format with formulas and links intact.

6 g. Describe and quantify all MISO fees or charges Henderson would have
7 been responsible for (directly or indirectly) if Henderson had a third
8 party register the Station Two units in MISO on its behalf prior to the
9 retirement of Station Two.

10 h. Describe and quantify all MISO fees or charges Henderson would have
11 been responsible for (directly or indirectly) if Henderson had a third
12 party act as Henderson's Market Participant prior to the retirement of
13 Station Two.

14 22. Describe all costs and benefits that will or could result from
15 Henderson's integration into MISO as a Market Participant. Provide all studies,
16 workpapers, correspondence, and other Documents evidencing, evaluating, or
17 relating to such costs and benefits or relating to any alternatives to MISO,
18 including Excel files in Excel format with formulas and links intact.

19 23. What was or is the MISO planning reserve requirement applicable to
20 Henderson for each of the MISO Planning Years 2019 and 2020?

21 24. Please refer to the Direct Testimony of Brad Bickett, page 10, line 1.

- 1 a. Provide all calculations, workpapers, correspondence, and other
2 Documents relating to the planning reserve calculation in the
3 referenced May 16, 2018, email.
- 4 b. Explain how the 2018-2019 peak demand forecast was derived.
- 5 c. Provide the source of the “Industry Average EForD for comparable
6 generators” of 6.85%.
- 7 d. Provide the source and the rationale for the formula used to apply the
8 Industry Average EForD to the Station Two reservation.
- 9 e. Please provide the NERC Mandatory Reliability Standard(s), MISO
10 tariff, or MISO Business Practices Manual sections supporting the
11 calculation used by Henderson.
- 12 25. Please refer to the Direct Testimony of Brad Bickett, page 15, line 3.
- 13 a. Provide a detailed listing of the MISO Fees that Henderson has paid
14 (either directly or indirectly) since February 1, 2019.
- 15 b. Provide all communications concerning the ending of the MISO
16 Contingency Reserve Sharing Group Agreement, and any plans
17 Henderson was making to meet its contingency reserve requirements
18 in anticipation of the MCRSG dissolving.
- 19 26. Regarding the registration of Station Two as a MISO generation
20 resource in 2010:

- 1 a. Confirm that Henderson did not object to Big Rivers registering the
2 Station Two units in MISO but that Henderson’s preference was to
3 register Station Two as a split facility rather than as a single facility.
4 b. Quantify the difference in cost to Henderson of registering Station Two
5 as a split facility rather than as a single facility for each year from
6 2010 through 2019.

7 27. Please refer to the Direct Testimony of Brad Bickett, page 6, lines 2-3.
8 Specifically identify each and every MISO-related issue Big Rivers did not bring to
9 Henderson’s attention until 2017. For each issue identified, provide all
10 correspondence, studies, analyses, and other Documents related to such issue.

11 28. Has Henderson ever been involved in or provided oversight of the labor
12 costs allocated to Station Two, including salary levels, annual increases, bargaining
13 unit contract negotiations, bonuses, or benefits? Please provide all Documents
14 supporting your response.

15 29. Please explain in detail how Henderson would have satisfied the
16 requirements of NERC BAL-002 if Henderson had registered Station Two
17 separately from Big Rivers, and provide all studies, analyses, correspondence, and
18 other Documents relating to the cost of satisfying such requirements.

19 30. Please provide a detailed summary of how Henderson would have
20 provided or acquired the following services had Big Rivers not operated Station Two
21 from May 1, 2018, through Station Two’s retirement, and all studies, analyses,

1 correspondence, and other Documents relating to the cost of providing or acquiring
2 each service during that period:

- 3 a. Power Supply
- 4 b. LBA Services
- 5 c. Meter Management Services
- 6 d. NERC requirements
- 7 e. Transmission Service

8 31. Please provide any and all audited financial statements for HMP&L
9 and for the City of Henderson for each year during the period 2009-2019.

10 32. Please provide any and all Annual Reports prepared or issued for
11 HMP&L and for the City of Henderson for each year during the period 2009-2019

12 33. Please provide any and all published rating agency reports for HMP&L
13 and for the City of Henderson during the period 2009-2019.

14 34. Identify the year-end cash and temporary investment balance for
15 HMP&L and for the City of Henderson for each year 2015-2019.

16 35. Please provide all notes, correspondence, and other Documents
17 relating to the 1993 Amendments to the Station Two Contracts or to the
18 negotiations relating to the 1993 Amendments to the Station Two Contracts.

19 36. Regarding Station Two O&M Fund expenses:

- 20 a. Provide a list of all vendors and the amount charged, for each month
21 during the period June 2015-January 2019.

1 b. Provide a copy of any and all invoices, by month, for the period June
2 2015-January 2019.

3 37. Please identify the amount and/or timing of any reserve, payable,
4 liability, or footnote recognition of asbestos remediation, disposal, maintenance, or
5 any other obligation relating to Station Two or any joint use facility during the
6 period 2010-2020.

7 38. Did Henderson record an Asset Retirement Obligation (ARO) in its
8 accounting books and records relating to Station Two or the Station Two ash pond
9 or any other joint use facility? If so, provide any and all assumptions and
10 supporting calculations including, where applicable, Excel files with Excel formulas
11 and links intact. If not, why did Henderson not record the ARO in accordance with
12 Generally Accepted Accounting Principles?

13 39. Identify any and all bonds, liens, debt, or obligations of Henderson that
14 refer to, or encumber, the assets, revenues, or other intangible or tangible aspects of
15 Station Two. If no such bonds, debt or other obligations currently exist:

16 a. Identify the last bond issuance that contained such provision, and

17 b. Identify the date on which the last bond issuance was released.

18 40. Regarding Henderson's 2011A Bonds and 2011B Bonds:

19 a. Provide a copy of the bond offering documents for each series of bonds.

20 b. Provide a copy of the annual Continuing Disclosure Reports for the
21 years 2015, 2016, 2017, 2018, 2019, and 2020, for each of the bonds.

1 c. What is the current status of each series of bonds and what amount is
2 currently outstanding?

3 d. Provide any and all communications, correspondence, and other
4 Documents regarding the retirement, prepayment, or repayment of
5 each series of bonds.

6 41. Please provide all studies, correspondence, or other Documents
7 relating to asbestos, asbestos removal, asbestos abatement, or asbestos
8 maintenance at Station Two.

9 42. Did the Integrated Resource Plan (IRP) prepared for Henderson in
10 2018 include an assumption as to the annual cost to maintain Station Two in place,
11 prior to dismantlement? If yes,

12 a. Provide the total annual cost and Henderson's share of such cost
13 assumed in the IRP.

14 b. Provide a detailed list of all activities and related cost that comprise
15 the total annual cost identified in subpart a of this information
16 request.

17 c. Provide the assumptions and detailed calculations of each component
18 identified in subpart b of this information request.

19 d. Provide all assumptions and detailed calculations of the total annual
20 cost identified in subpart a of this information request.

21 e. Provide the source, and any related Documents, for each assumption
22 identified in subparts b, c, and d of this information request.

1 43. Please provide the calculations of the Capacity and Energy
2 Requirements in each of the scenario’s presented in the 2018 IRP prepared for
3 Henderson.

4 44. Please Refer to Section 3.1.4 of the 2018 IRP prepared for Henderson.

5 a. Explain the source of the amount including in the IRP for the annual
6 cost for security at Station Two associated with decommissioning.

7 Provide all assumptions, supporting calculations, workpapers, and
8 other Documents relating to that amount.

9 b. What was the present value of the cost of security over the 20-year
10 study period?

11 c. Were any scenarios developed in which Station Two was demolished?
12 If so, provide all assumptions, workpapers, and other Documents
13 relating to each such scenario.

14 45. Please refer to Appendix A of the 2018 IRP prepared for Henderson.
15 Provide a detailed breakdown of the MISO Costs included in each of the scenarios,
16 and provide all assumption, workpapers, and other Documents relating to those
17 costs.

18 46. Please provide a detailed listing of the costs by year associated with
19 Henderson Station One from its retirement in December 2008 until its demolition in
20 2015, including the costs of insuring, maintaining, repairing, and securing the
21 station.

1 47. Please provide all studies, correspondence, and other Documents
2 relating to the decision to demolish Station One and the costs to demolish Station
3 One.

4 48. Please provide all minutes, communications, emails regarding the
5 cessation of Station One operations.

6 49. Please provide all minutes, communications, emails regarding the
7 decommissioning, dismantling, or demolishing of Station One, or regarding any
8 costs or activities relating to the Station One site since Station One was demolished.

9 50. Where is the coal ash from Station One located? If located at other
10 than the former Station One site, identify the method of transporting the coal ash
11 from the former Station One site to its current location. If hauled by truck, identify
12 the hauling company for years 1995 through the closure of Station One.

13 51. Please refer to the Request for Proposal dated August 19, 2018 that
14 Henderson issued. Explain why Henderson's Capacity and Energy Requirement in
15 Section 2.0 is calculated differently than in Brad Bickett's e-mail to Mark Eacret
16 dated May 18, 2019.

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Respectfully submitted,

/s/ Tyson Kamuf

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