

1 COMMONWEALTH OF KENTUCKY
2 BEFORE THE PUBLIC SERVICE COMMISSION

3
4
5 In the Matter of:

ELECTRONIC TARIFF FILING OF BIG)	
RIVERS ELECTRIC CORPORATION AND)	Case No.
KENERGY CORP. TO IMPLEMENT A NEW)	2021-0289
STANDBY SERVICE TARIFF)	

6
7 **BIG RIVERS ELECTRIC CORPORATION'S FIRST REQUEST FOR**
8 **INFORMATION TO KIMBERLY-CLARK CORPORATION**
9

10 Big Rivers Electric Corporation submits these first requests for information
11 to Kimberly-Clark Corporation to be answered in accordance with the following
12 Definitions and Instructions.

13
14 **DEFINITIONS**

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

23 2. "Backup Power Service" shall have the same meaning as in Big Rivers'
24 proposed Large Industrial Customer Standby Service tariff.

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

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

11 5. “Kimberly-Clark,” “you,” or “your” includes Kimberly-Clark
12 Corporation its agents, directors, officers, employees, consultants, attorneys, and
13 contractors.

14 6. “Members” means Jackson Purchase Energy Corporation, Kenergy
15 Corp., and Meade County Rural Electric Cooperative Corporation.

16 7. “MISO” means the Midcontinent Independent System Operator, Inc.

17 8. “Person” includes a natural person; a business organization of any
18 type; an unincorporated association; a governmental subdivision, agency, or entity;
19 and a business trust.

20 9. “Self-Supply Capacity” shall have the same meaning as in Big Rivers’
21 proposed Large Industrial Customer Standby Service tariff.

- 1 10. Wherever in these information requests you are asked to “identify,”
2 you are requested:
- 3 a. when identifying a person, to give such person’s:
- 4 i. full name,
5 ii. business address, residence address, and telephone number,
6 iii. his or her present or last known position and business affiliation
7 at the time in question; and
8 iv. the nature of such person’s participation in, and the scope of his
9 responsibility with regard to, the facts and events underlying
10 the present case;
- 11 b. when identifying an oral communication, to:
- 12 i. identify the author thereof and the parties thereto,
13 ii. state the date of the communication,
14 iii. state the place of the communication,
15 iv. state the substance of the communication, and
16 v. state whether such communication has been reduced to writing
17 and, if so, identify each Document and the present custodian
18 thereof;
- 19 c. when identifying other information, to state:
- 20 i. the source thereof,
21 ii. any oral communications pertaining thereto,
22 iii. any Documents pertaining thereto, and

- 1 c. The date, author or authors, addresses or addresses, and distribution
2 of the Document; and
- 3 d. Each person in whose possession, custody or control any copy of the
4 Document is or has been.

5 2. If, for reasons other than a claim of privilege or work product, you
6 refuse to answer any data request or to produce any Document requested, state the
7 grounds upon which the refusal is based with sufficient specificity to permit a
8 determination of the proprietary of such refusal.

9 3. If any copy of any Document requested herein or any record which
10 refers or relates to any Document requested herein has been destroyed or lost, set
11 forth, to the extent possible, the content of each such Document, the date such
12 Document and its copies were destroyed or lost, the identity of the last known
13 custodian of such Document prior to it becoming destroyed or lost, and, if destroyed,
14 the identity of the person authorizing such destruction.

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

21

INFORMATION REQUESTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

1. Please refer to the Direct Testimony of Justin Bieber at page 15, lines 299-301, where Mr. Bieber makes his alternative recommendation that “Big Rivers’ proposed LICSS Maintenance and Backup Power Demand charge should be modified to reflect the standby customer’s contribution to Big Rivers’ PRMR. Specifically, I recommend that the Maintenance Power/Backup demand charge should be equal [to] 11.1% of the LIC *cost-based* demand charge of \$16.452/kW-Mo, or \$1.83/kW-Mo” (emphasis in original; footnotes omitted).

a. Please explain in detail why you believe Big Rivers is not required to procure or have available 14 MW of capacity year-round in MISO to have the capacity available to provide Backup Power Service to Kimberly-Clark. Please provide all Documents, authority, and analyses supporting your conclusion.

b. Please explain in more detail why you believe that Big Rivers would only be required to obtain capacity in MISO equal to 11.1% of Kimberly-Clark’s Self-Supply Capacity in order to provide Backup Power Service to Kimberly-Clark? Please explain if you believe Big Rivers is only required to obtain capacity in MISO equal to 11.1% of Kimberly-Clark’s Self-Supply Capacity regardless of the reliability of Kimberly-Clark’s generator.

1 2. Please refer to the Direct Testimony of Justin Bieber at page 10, lines
2 192-193, where Mr. Bieber states, “The LICSS tariff rates should be based on Big
3 Rivers’ cost to provide that [standby] service.”

4 a. Would Mr. Bieber include any cost for the investment Big Rivers made
5 in generation that must be available year-round to provide Backup
6 Power Service to Kimberly-Clark? Why or why not?

7 b. Would Mr. Bieber include any cost for the investment Big Rivers made
8 in transmission that must be available year-round to provide Backup
9 Power Service to Kimberly-Clark? Why or why not?

10 c. Would Mr. Bieber include any cost for the amortization of the
11 regulatory assets that were established to recover the remaining
12 unrecovered cost of the Coleman, Reid 1, and Station Two generating
13 stations that were needed to provide service to Kimberly-Clark’s full
14 load from 1992 through the retirement of those stations? Why or why
15 not?

16 d. If Kimberly-Clark does not believe that it should bear the costs
17 referred to in subparts a through c above that are attributable to the
18 portion of Kimberly-Clark’s load that is now served by its self-
19 generation, then who should bear those costs?

20 3. Please explain in detail how Big Rivers’ annual costs change from a
21 scenario where Kimberly-Clark does not have self-generation to a scenario where it
22 does?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Respectfully submitted,

/s/ Tyson Kamuf

Tyson Kamuf
Senthia Santana
Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, Kentucky 42419-0024
Phone: (270) 827-2561
Facsimile: (270) 844-6417
tyson.kamuf@bigrivers.com
senthia.santana@bigrivers.com

COUNSEL FOR BIG RIVERS
ELECTRIC CORPORATION