

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

**ELECTRONIC APPLICATION OF)
BIG RIVERS ELECTRIC CORPORATION) Case No. 2022-00296
FOR APPROVAL OF AMENDMENT)
TO POWER PURCHASE AGREEMENT)**

SUPPLEMENTAL DATA REQUESTS OF THE ATTORNEY GENERAL

Come now the Attorney General of the Commonwealth of Kentucky, by his Office of Rate Intervention (“Attorney General”), and submits these Data Requests to Big Rivers Electric Corporation (hereinafter “BREC” or “company”) to be answered by March 10, 2023, 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 requested item will be deemed a satisfactory response.
- (2) Identify the witness who will be prepared to answer questions concerning each request.
- (3) Repeat the question to which each response is intended to refer.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the companies receive or generate 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 undersigned Counsel.

(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, notify undersigned Counsel as soon as possible, and in accordance with Commission direction.

(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 regardless of the media or format in which they are stored, 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) 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.

(14) "And" and "or" should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.

(15) "Each" and "any" should be considered to be both singular and plural, unless specifically stated otherwise.

Respectfully submitted,

DANIEL J. CAMERON
ATTORNEY GENERAL



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Certificate of Service and Filing

Pursuant to the Commission's Orders and in accord with all other applicable law, Counsel certifies that, on February 23, 2023, an electronic copy of the foregoing was served via the Commission's electronic filing system.

this 23rd day of February, 2023.

A handwritten signature in blue ink, appearing to read "J. Michael New". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Assistant Attorney General

Data Requests

1. See Response to AG 1-4. Did BREC study building its own solar facility? Is so, discuss the costs of the project and provide documentation related to any cost studies that were developed. If not, discuss why not.
2. Discuss the capitalization of Unbridled Solar, LLC.
3. See Section 14 of the Power Purchase Agreement (“PPA”) where it states, “Force Majeure includes... epidemic; pandemic[.]”
 - a. Have the parties discussed the operation of this provision in light of global events related to COVID-19?
4. Does the PPA provide protections for BREC and its ratepayers in the event that the market price for solar energy falls over the period of the PPA?
5. Discuss the technology of the solar panels to be utilized here. Further, discuss the useful life, rate of degradation, and any impact to the operation of facility over time.
6. Explain whether the Company has investigated the potential use of:
 - a. Cadmium telluride panels (sometimes referred to as “thin film” solar cells) as an alternative to panels utilizing metallurgical-grade silicon wafers.
 - b. Bifacial panels and a tracker rack system.
7. Provide Nucor’s anticipated demand for energy over the entirety of the PPA.
8. Which BREC assets will serve the Nucor load during the evening hours when intermittent resources are unavailable?
9. Which BREC assets will serve the Nucor load when the intermittent resources are unavailable due to weather conditions?
10. Provide an analysis demonstrating, during the term of the PPA, whether revenues generated by the rates charged of Nucor will be sufficient to cover the cost of the entire 160 MW PPA and all other generation needed to serve the Nucor load.

11. In Case No. 2020-00183, Order of September 28, 2021, in its order approving the contracts, the Commission stated:

“BREC acknowledged that it was contracting for the output of solar facilities with nameplate capacity that exceeded that required by the Nucor Contract, but it indicated that the capacity was needed to meet its capacity requirements for a number of years and to diversify its generation portfolio. Specifically, BREC indicated that with the Nucor load it will have insufficient capacity to meet the demands of its native load and the loads it is obligated to provide pursuant to the OMU and KyMEA contracts. If either the OMU or the KyMEA contracts are not renewed at the expiration of their term, then BREC will be long on capacity even with Nucor’s load. BREC also indicated that the Solar Contracts allow BREC to hedge the price risk of the energy delivered to Nucor and will add more diversity to its power supply portfolio by reducing its dependence on coal-fired generation from 78 percent of its portfolio to 63 percent of its portfolio. BREC argued that diversifying its portfolio would reduce the risk of changes in environmental regulations often cited by credit ratings agencies arising from BREC’s heavy dependence on coal-fired generation.”

- a. Discuss whether reducing dependence on coal-fired generation from 78 percent to 63 percent of BREC’s portfolio will present reliability risks.
- b. Discuss whether reliability risks in MISO have increased since the Commission’s original approval the contracts in 2021, making BREC less able to rely on market purchases as a reliability backstop.