

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE TARIFF FILING OF KENERGY CORP. TO) CASE NO.
REVISE AND IMPLEMENT DEMAND-SIDE) 2015-00119
MANAGEMENT PROGRAMS)

COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
TO KENERGY CORP.

Kenergy Corp. ("Kenergy"), pursuant to 807 KAR 5:001, is to file with the Commission the original and three copies of the following information with a copy to all parties of record. The information requested herein is due no later than 14 days from the date of this request. 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 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.

Kenergy 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

Kenergy fails or refuses to furnish all or part of the requested information, it shall provide a written explanation of the specific grounds for its failure to completely and precisely respond.

Careful attention should 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 filling a document containing personal information, Kenergy shall, in accordance with 807 KAR 5:001, Section 4(10), encrypt or redact the document so that personal information cannot be read.

1. Refer to Kenergy's currently approved tariffs, Sheet No. 55, Residential Weatherization Program – Primary Heating Source Non-Electric and Electric-Sourced Air Conditioning ("Residential Weatherization Program – Non-Electric") and to Sheet No. 56, Residential Weatherization Program – Primary Heating Source Electric and Electric-Sourced Air Conditioning ("Residential Weatherization Program – Electric"). Also, refer to Kenergy's proposed Sheet No. 55, Pilot Residential Weatherization A La Carte Program and Sheet No. 56, which is now proposed to be reserved for Future Use.

a. Explain whether Kenergy is seeking Commission approval to discontinue the existing Residential Weatherization Program – Non-Electric and Residential Weatherization Program – Electric programs, and if so, why it has decided to no longer offer them as currently approved.

b. State whether Kenergy is planning to combine Schedule 55, Residential Weatherization Program – Non-Electric and Schedule 56, Residential

Weatherization Program – Electric Into the Pilot Residential Weatherization A La Carte Program, and if so, explain how.

2. Explain how Kenergy intends to determine the “up to” amount for the incentives of its various programs as proposed.

3. Refer to proposed Sheet No. 52, Residential and Commercial HVAC & Refrigeration Tune-Up Program, Member Incentives. Explain why the “up to” language is omitted for the \$50 commercial unit.

4. Explain why Kenergy is proposing the Residential Weatherization A La Carte Program be approved as a pilot, when Big Rivers Electric Corporation (“Big Rivers”) is not proposing that this program be approved as a pilot in pending Case No. 2015-00118.¹

5. Refer to Kenergy’s proposed Sheet No. 55, Pilot Residential Weatherization A La Carte Program, Member Incentives, that states, “Kenergy Corp. will provide a portion of the cost of approved residential weatherization improvements performed in accordance with this program including management costs. Kenergy’s total reimbursement shall not exceed the amounts outlined below in Terms and Conditions.” Also, refer to Big Rivers’ proposed tariff in Case No. 2015-00118, Sheet No. 19, Residential Weatherization Program-Primary Heating Source Non-Electric, Member Incentives, that states, “Big Rivers or the Member will reimburse the cost of an initial site visit, a portion of the diagnostic audit, and completed residential weatherization improvements performed in accordance with this program including project management costs. Big Rivers’ or the Member’s total reimbursement shall not

¹ Case No. 2015-00118, *The Tariff Filing of Big Rivers Electric Corporation to Revise and Implement Demand-Side Management Programs*, (Ky. PSC filed Mar. 20, 2015).

exceed the amounts outlined below in Terms and Conditions. Big Rivers will also reimburse a Member's reasonable costs of promoting this program." Explain in detail the differences between the two proposed Member Incentives, and why Kenergy's proposed language does not mirror that of Big Rivers.

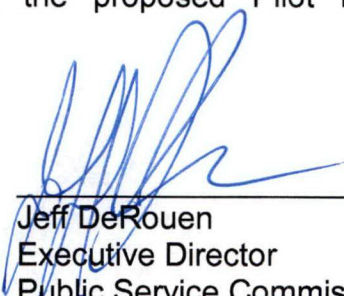
6. Refer to Case No. 2015-00118, Big Rivers' proposed Sheet No. 23.01, Eligibility, which states, "Program eligibility is based on the home and not the number of HVAC systems per home." Explain why Kenergy does not have similar language regarding eligibility in its proposed Pilot Residential Weatherization A La Carte Program tariff provisions.

7. Refer to Case No. 2015-00118, Big Rivers' proposed Sheet No. 23.02, Residential Weatherization A La Carte Program, Terms & Conditions, paragraph 4, which states, "Big Rivers or the Member will pay the Contractor up to \$200 for the initial site visit. This fee will include an audit report, customer educational materials, and energy efficient lights.^a" Here the superscript "a" refers to the "energy efficient lights" note. Explain whether the same note is included in Kenergy's proposed Sheet No. 55A, paragraph 5, in error instead of in paragraph 4.

8. Refer to Case No. 2015-00118, Big Rivers' proposed Sheet No. 23.03, Terms & Conditions, paragraph 6, which states, "The Rural Member will be responsible for contracting the service and submitting documentation to the Member Cooperative." Explain why Kenergy does not have similar language in its Terms & Conditions, paragraph 6, of the proposed Pilot Residential Weatherization A La Carte Program.

9. Refer to Case No. 2015-00118, Big Rivers' proposed Sheet No. 23.04, Terms & Conditions, paragraph 8, which states, "Big Rivers or the Member will complete all reimbursements upon completion of any of the above weatherization measures and submission of an application and required documentation." Explain why Kenergy does not have similar language in its Terms & Conditions of the proposed Pilot Residential Weatherization A La Carte Program.

10. Refer to Case No. 2015-00118, Big Rivers' proposed Sheet No. 23.04, Terms & Conditions, paragraph 9, that states, "To qualify for the incentive under this program, a Member must submit to Big Rivers a copy of a receipt of purchase and installation of a Qualified System from a licensed contractor, along with a certificate from the Member verifying installation of the Qualified System on the premises of a Rural Customer in the Member's service area." Explain why Kenergy does not have similar language in its Terms & Conditions of the proposed Pilot Residential Weatherization A La Carte Program.



Jeff DeRouen
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, KY 40602

DATED JUN 09 2015

cc: Parties of Record

*Kenergy Corp.
6402 Old Corydon Road
P. O. Box 18
Henderson, KY 42419

*Gregory Starheim
President & CEO
Kenergy Corp.
6402 Old Corydon Road
P. O. Box 18
Henderson, KY 42419